



Coos County Planning
Land Division Application

File No. P-19-087

Base & Tentative

Receipt No. 209927/209928
Check No./Cash 7097/7108
Date 5/22/19
Received by A. Bibb
Planning Fee \$1530.00
Road Fee \$255.00

Final Plats

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

A. Applicant:

Name: Stuntzner Engineering & Forestry, LLC Telephone: (541) 267-2872
Address: 705 S 4th St. P.O. Box 118
City: Coos Bay State: OR Zip Code: 97420

B. Owner:

Name: Hauser Community Church Telephone: 541 7562591
Address: 69411 Wildwood Rd.
City: North Bend State: OR Zip Code: 97459

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).

X 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 24 Range 13 Section 11 Tax Lot 500
Tax Account 164804 Lot Size 25 AC Zoning District JND

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 REQUIRMENTS (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.

TP

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.

TP

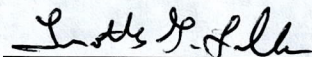
ORS 215.416 Permit application; fees; consolidated procedures; hearings; notice; approval criteria; decision without hearing. (1) When required or authorized by the ordinances, rules and regulations of a county, an owner of land may apply in writing to such persons as the governing body designates, for 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.

TP

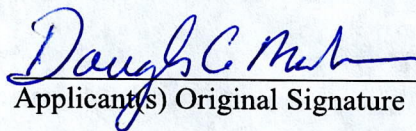
I understand it is the function of the planning office to impartially review my application and to address all issues affecting it regardless of whether the issues promote or hinder the approval of my application. In the event a public hearing is required to consider my application, I agree I bear the 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.

TP

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

5-21-19

Date

5-22-19

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.



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 21 day of May, 2019,

I, Hauser Community Church
(Print Owners Name as on Deed)

as owner/owners of the property described as Township 24, Range 13,

Section 11, Tax Lot 400, Deed Reference _____

hereby grant permission to Douglas C. McMahan
Stutzner Engineering & Forestry, LLC so that a(n)
(Print Name)

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

County Planning Department.

Owners Signature/s *Matthew D. Fulle*



360619027230

Remit Payment To:

Ticor Title Company of Oregon
10151 SE Sunnyside Rd. Suite 300
Clackamas, OR 97015
Phone: (541)269-5127 Fax: (541)269-7583

INVOICE

Due upon receipt

Stuntzner Engineering and Forestry, LLC
PO Box 118
Coos Bay, OR 97420

Order Number:	360619027230	Invoice Date:	5/15/2019
Customer Reference No.:	Hauser Community Church	Invoice Number:	360619027230-1
Buyer/Borrower(s):	Hauser Community Church	Operation:	02743.470028
Title Officer:	Teddi Underhill	Sales Rep:	Melinda Hasel

Property Description (1):

North Bend, OR 97459

Policies Applied For: ALTA Loan Policy 2006 \$0.00

Bill Code	Description	Amount
OTF	Other Title Fees-Sort	250.00

Invoice total amount due: \$250.00

**Thank you for the opportunity to serve you.
Please return a copy of this invoice with your payment**

WARRANTY DEED

92 12 0628

KNOW ALL MEN BY THESE PRESENTS, That MICHAEL J. McKEOWN, TRUSTEE UNDER THE WILL OF CHARLOTTE V. McKEOWN and MICHAEL J. McKEOWN AS PERSONAL REP. OF THE ESTATE OF RAYMOND M. McKEOWN hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by HAUSER COMMUNITY CHURCH hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of COOS and State of Oregon, described as follows, to-wit:

See Exhibit A

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances excepting any easements, conditions, restrictions of record, if any

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 190,000.00

(The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.010.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 17th day of December, 1992; if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

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

M.J. McKeown Trust MICHAEL J. McKEOWN, Trustee Under the Will Of Charlotte V. McKeown M.J. McKeown Personal Rep MICHAEL J. McKEOWN, Personal Representative Of The Estate of Raymond M. McKeown

STATE OF OREGON, County of COOS This instrument was acknowledged before me on December 17, 1992, by MICHAEL J. McKEOWN This instrument was acknowledged before me on _____, 19____, by _____ as _____ of _____



Pamela K. Bent Notary Public for Oregon My commission expires May 31, 1996

Will of Charlotte V. McKeown Estate of Raymond M. McKeown GRANTOR'S NAME AND ADDRESS Hauser Community Church GRANTEE'S NAME AND ADDRESS After record by return to: Willamette Valley Title Co. 454 Commercial 100567 1B Coos Bay, OR 97420 HAVE ADDRESS ZIP Until a change is requested all tax statements shall be sent to the following address: Hauser Community Church 5050 Wildwood Drive North Bend, OR 97459 NAME, ADDRESS, ZIP

RECORDING # 92120628 I, Mary Ann Wilson, Coos County Clerk, certify the within instrument was filed for record at 2:35 ON 12/17/1992 By H. BRIGHT Deputy # pages 2 Fee \$ 38.00



144 58

EXHIBIT A

Parcel I:

Parcel 2 of Final Land Partition Plat Map 1992, #2, recorded January 23, 1992, as Microfilm Number 92-01-0741, records of Coos County, Oregon. (TL 105)

Parcel II:

A parcel of real property within Coos County, Oregon, more particularly described as follows:

That portion of the following described property lying West of the Westerly right of way line of relocated Highway 101:

The Southwest quarter of the Northwest quarter of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, excepting therefrom any portions within public roads or right of ways. (TL 500)

Parcel III:

Beginning at a 1/2" iron pipe set by C. F. Bessee in 1944 to designate the North 1/16 corner common to Sections 10 and 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; said 1/2" iron pipe being located South 00° 07' 44" East, 1301.34 feet from the 1878 Section Corner common to Sections 2, 3, 10 and 11, set by W. Hall and remonumented with a BCIP in 1974 by K. Wightman; thence North 00° 07' 44" West, 120.00 feet to a point along said section line; thence South 86° 32' 47" West, 124.74 feet to a point on the East line of Section 10 as perpetuated in the 1980 G.L.O. RESURVEY, from which the 1857 Section Corner common to Section 3 and said Section 10 bears North 01° 29' 49" West, 1189.63 feet; thence South 01° 29' 49" East, 120.00 feet along said East line of Section 10 (1980 G.L.O.) to a point which bears South 86° 29' 04" West, 121.87 feet from the true point of beginning; thence North 86° 29' 04" East, 121.87 feet to the true point of beginning.



300 W Anderson
(541)269-5127

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

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

Customer Ref.: Hauser Community Church
Order No.: 360619027230
Effective Date: May 9, 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:

Hauser Community Church

Premises. The Property is:

(a) Street Address:

(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. The Land has been classified as Farm/Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
7. Rights of the public to any portion of the Land lying within the area commonly known as public street, roads, highways.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Central Lincoln People's Utility District
Purpose: utility
Recording Date: March 28, 1973
Recording No: 73-3-83568
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: General Telephone Company of the Northwest Inc.
Purpose: utility
Recording Date: April 4, 1973
Recording No: 73-4-83887
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: General Telephone Company
Purpose: Utility
Recording Date: April 4, 1973
Recording No: 73-4-83889

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

Granted to: Michael J. McKeown and Patricia McKeown
Purpose: ingress and egress
Recording Date: April 20, 1973
Recording No: 73-4-84731

12. Easement Agreement

Recording Date: April 20, 1973
Recording No.: 73-4-84731

13. Easement as contained in Warranty Deed

Recording Date: February 13, 1986
Recording No.: 86-1-2083

14. Easement as contained in Warranty Deed

Recording Date: February 13, 1986
Recording No.: 86-1-2089

15. Easement as contained in instrument

Recording Date: February 13, 1986
Recording No.: 86-1-2098

16. Road and Pond Maintenance Agreement

Recording Date: January 15, 1992
Recording No.: 92-01-0451

Amended Road and Pond Maintenance Agreement

Recording Date: June 1, 1992
Recording No.: 92-06-0030

17. Final Land Partition Plat Map

Recording Date: January 3, 1992
Recording No.: 92-01-0741

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

Granted to: Timothy John McKeown
Purpose: roadway
Recording Date: June 9, 1992
Recording No: 92-06-0343

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

Granted to: Central People's Utility District
Purpose: underground right of way
Recording Date: June 19, 1997
Recording No: 97-06-0762

20. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
21. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the church named below.

Name of Church: Hauser Community Church

- a. Proof of incorporation from the state or other place of incorporation.
- b. A copy of its discipline, by-laws or other regulations authorizing real estate transactions.
- c. A copy of the resolution authorizing the purchase, sale or encumbrance of real property and designating appropriate officers to represent the church.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

NOTES:

A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year:	2018-2019
Amount:	\$41.46
Levy Code:	1315
Account No.:	164801
Map No.:	24S13110000500

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

B, Note: The only conveyance(s) affecting said Land, which recorded over 24 months of the date of this report, are as follows:

Grantor:	Michael J. McKeown, Trustee under the will of Charlotte V. McKeown and Michael J. Mckewon as personal Rep. of the Estate of Raymond M. McKeown
Grantee:	Hauser Community Church
Recording Date:	December 17, 1992
Recording No:	92-12-0628

Ticor Title Company of Oregon
Order No. 360619027230

End of Reported Information

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

Teddi Underhill
541-269-5127
Teddi.Underhill@ticortitle.com
Ticor Title Company of Oregon
300 W Anderson
Coos Bay, OR 97420

EXHIBIT "A"
Legal Description

A parcel of real property within Coos County, Oregon, more particularly described as follows:

That portion of the following described property lying West of the Westerly right of way line of relocated Highway 101:

The Southwest quarter of the Northwest quarter of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, excepting therefrom any portions within public roads or right of ways.

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

May 9, 2019 2:45:30 pm

Account # 164801
Map # 24S13110000500
Code - Tax # 1315-164801
Legal Descr See Record
Mailing Name HAUSER COMMUNITY CHURCH

Tax Status ASSESSABLE
Acct Status ACTIVE
Subtype NORMAL

Deed Reference # 1993-105831 (SOURCE ID(T):
92-12-0628)
Sales Date/Price 12-17-1992 / \$190,000.00
Appraiser

Agent
In Care Of
Mailing Address 69411 WILDWOOD RD
NORTH BEND, OR 97459-8641

Prop Class 660 MA SA NH Unit
RMV Class 600 01 05 DAA 2660-1

Situs Address(s)		Situs City					
Code Area		RMV	MAV	Value Summary AV		RMV Exception	CPR %
1315	Land	1,274				Land	0
	Impr.	0				Impr.	0
Code Area Total		1,274	0	859			0
Grand Total		1,274	0	859			0

Land Breakdown												
Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV	
1315	10	<input checked="" type="checkbox"/>		REC	Small Tract Forest land	100	A	22.12	STF-F	006*		
Grand Total								22.12				

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

Exemptions/Special Assessments/Potential Liability										
Code Area	Type									
NOTATION(S):										
■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST										
1315	FIRE PATROL:									
	■ FIRE PATROL TIMBER	Amount	33.79	Acres	22.12	Year	2019			

Comments: FIRE PAT ACRES 22.12

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

9-May-2019

HAUSER COMMUNITY CHURCH
69411 WILDWOOD RD
NORTH BEND, OR 97459-8641

Tax Account #	164801	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	1315
Situs Address		Interest To	May 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	\$41.46	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$40.24	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$38.34	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$35.37	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$33.04	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$32.65	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$31.75	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$31.54	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$29.40	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$28.15	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$24.52	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$24.16	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$26.20	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$23.39	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$20.05	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$489.10	

97 06 0762

Original - Official Copy
Form 3 (Rev. 7-92)

Hausat Community Church
24-13-10 24-13-11

**UNDERGROUND
RIGHT OF WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

In consideration of One Dollar (\$1.00), and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby grants a perpetual easement for POWER LINES to the CENTRAL LINCOLN PEOPLE'S UTILITY DISTRICT, a municipal corporation, with the right to place, construct, operate, and maintain, inspect, reconstruct, repair, replace, and keep clear electric power lines and communication lines with all necessary transformers, pedestals, cables, fixtures, and appurtenances attached thereto upon, across and under the following described property situated in COOS County, State of Oregon:

A 20 foot wide utility easement located in Section 10, Township 24 S. Range 13 WWM, 1/4 N.E. and Section 11, Township 24 S., Section 11, 1/4 N.W., Coos County, Oregon, said easement beginning at a point located approximately 10 feet due West of the Northeast corner of Tax Lot #105, thence South 23 Degrees East a distance of 100 feet, more or less, thence South 28 degrees East a distance of 38 feet, more or less, thence due South a distance of 46 feet, more or less, thence South 85 degrees East a distance of 61 feet, more or less, thence in an Easterly direction a distance of 1170 feet, more or less, along the roadway of Charlotte Lane to Central Lincoln P.U.D. pole #ALT01/5

Coed Ref.#82-12-0528

RECORDING # 97060762
I, Mary Ann Wilson,
Coos County Clerk, certify
the within instrument
was filed for record at



11:50 ON 06/19/1997
By M. WILSON Deputy

pages 1 Fee \$ 13.00

Grantee shall at all times have the right to remove any obstructions, natural or man-made for obtaining and maintaining proper clearance for working, maintenance and/or replacement of said line; and grantee shall further have the right of full and free ingress to and egress from said property for all purposes herein mentioned, and to remove at any time any or all of the transformers, pedestals, cables, and appurtenances from the said property.

The rights, conditions and provisions of this easement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 4 day of June, 1997

WITNESS:
Jerry Dremach

X Joseph Miller
Christopher Johnson

STATE OF OREGON
County of Coos 188.

On this 4 day of June, 1997, before me, the above signed individuals, personally appeared Joseph Miller & Christopher Johnson to me known to be the individual described in and who executed this within instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.



[Signature]
Notary Public for Oregon
My Commission Expires: 7/20/97

Return To: Central Lincoln People's Utility District • 440 Fir Ave, Seedport, Oregon 97487

2196

EXHIBIT "B"

1. As disclosed by the tax rolls, the premises herein described have been zoned or classified as forest lands. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest pursuant to the provisions of ORS chapter 321.
2. Easement as disclosed in instrument, including the terms and provisions thereof,
From: Raymond McKeown
To: Timothy J. McKeown, et ux
Recorded: September 21, 1961
Book: 288 Page: 84
Records of Coos County, Oregon.
For: Ingress and egress
3. Easement, including the terms and provisions thereof,
To: Central Lincoln Peoples Utility District
Recorded: March 28, 1973
Microfilm Reel No. 73-3-B3568
Records of Coos County, Oregon.
For: Overhead and underground power line
4. Easement, including the terms and provisions thereof,
To: General Telephone Company
Recorded: April 4, 1973
Microfilm Reel No. 73-4-83887
Records of Coos County, Oregon.
For: Buried telephone cable
5. Terms and provisions of Easement Agreement between Henry Westbrook III and Robert Lane Westbrook, dba Westbrook Pole & Piling, and Raymond H. McKeown, et ux, recorded April 29, 1980, bearing Microfilm Reel No. 80-2-5165, Records of Coos County, Oregon.
6. Terms and provisions of Warranty Deed from Raymond H. McKeown, et ux and United States of America, recorded February 11, 1986, bearing Microfilm Reel No. 86-1-2089, Records of Coos County, Oregon.
7. Road and Pond Maintenance Agreement, including the terms and provisions thereof,
Contained in: instrument
Between: Michael J. McKeown, et ux, Estate of Raymond R. McKeown, deceased and Michael J. McKeown, Trustee under the Will of Charlotte V. McKeown, deceased
Recorded: January 15, 1992
Microfilm Reel No. 92-01-0451
Records of Coos County, Oregon.
8. Final Partition Map, including the terms and provisions thereof, recorded January 23, 1992, bearing Microfilm Reel No. 92-01-0741, Records of Coos County, Oregon.

LEGAL DESCRIPTION

Parcel 1 of Final Land Partition Plat Map 1992, #2, Cab E-430, recorded January 23, 1992, bearing Microfilm Reel No. 92-01-0741, Records of Coos County, Oregon

Together with the following perpetual, non-exclusive, right of way easement, being 50 feet in width for the purposes of ingress and egress over and across that parcel described in Microfilm Reel No. 91-02-0593, said deed records and said "Homesite Parcel" described in Microfilm Reel No. 86-1-2089, being 25 feet each side of the following described centerline:

Beginning at a point on the South line of the above described parcel from which it's Southeast corner bears North 81° 10' 36" East 27.62 feet; thence along said centerline South 31° 30' 00" East 202.91 feet to the point of a 56 degree curve left; thence 107.14 feet along said curve left (the long chord of which bears South 61° 30' 00" East 102.31 feet); thence North 88° 30' 00" East 63.24 feet to the point of a 38 degree curve right; thence 114.91 feet along said curve right (the long chord of which bears South 69° 40' 00" East 112.15 feet); thence South 47° 50' East 934.86 feet, more or less, along an existing gravel road to a point on the Westerly boundary of U. S. Highway 101, said point being South 23° 21' 04" East 2182.76 feet from the section corner common to Sections 3 and 10 as perpetuated in the 1980 G.L.O. resurvey.

The above described private road easement is as shown on said land partition recorded on Plat 1992-2, said Clerk Records.

TICOR TITLE INSURANCE 92 06 0343

STATUTORY WARRANTY DEED

MICHAEL J. MCKEOWN, as trustee and heir of the Charlotte V. McKeown Trust, as Grantor, individual and as the heir of Raymond M. McKeown Estate conveys and warrants to **TIMOTHY JOHN MCKEOWN**

Grantor, the following described real property free of encumbrances except as specifically set forth herein situated in **COOS** County, Oregon, to wit:

PROPERTY DESCRIBED IN THE ATTACHED EXHIBIT "A"

A PORTION OF TAX ACCOUNT #1621.00

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. The said property is free from encumbrances except as shown on the attached Exhibit "B"

The true consideration for this conveyance is \$40,000.00 (Here comply with the requirements of ORS 93.030)

Dated this 8th day of JUNE 19 92

Michael J. McKeown
Michael J. McKeown

State of Oregon, County of COOS State of Oregon, County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____ day of _____, 19____ by _____
Michael J. McKeown _____ President and Secretary of _____ a _____ corporation.

Robbie L. Chester
ROBBIE L. CHESTER
Notary Public - OREGON
My commission expires **11-15-93**

Notary Public for Oregon
My commission expires: _____

WARRANTY DEED
MCKEOWN GRANITOR
MCKEOWN GRANTEE
Until a change is requested, all tax statements shall be sent to the following address:
TIMOTHY JOHN MCKEOWN
4401 Coast Hwy
NORTH BEND OR 97459
Escrow No. 6-60-761 Title No. 6-60-761
After recording return to:
SAME AS THE ABOVE ADDRESS

This Space Reserved for Recorder's Use
RECORDING # 92060343
I, Mary Ann Wilson,
Coos County Clerk, certify
the within instrument
was filed for record at
11:12 ON 06/09/1992
By **M. BRIGHT** Deputy
pages **3** Fee \$ **43.00**



671

COUNTY ROADMASTER
CERTIFICATE

1992 #2
CAB B-430

92 01 0741

THE COUNTY ROAD DEPARTMENT APPROVAL IS HEREBY GRANTED TO THE DEVELOPER WHO HAS COMPLIED WITH THE ROAD DEPARTMENT REQUIREMENTS PER THE COOS COUNTY ZONING AND LAND DEVELOPMENT ORDINANCE DATED 7/86 AND THE PRIVATE ROAD EASEMENT AGREEMENT EXECUTED BY THE DEVELOPER.

1-15-92
DATE

Marvin Sacket
MARVIN SACKET
COUNTY ROADMASTER
COOS COUNTY, OREGON

OWNERS

Michael McKeown
(Representative for the Estate of
Dr. Raymond M. McKeown
& Charlotte v. McKeown)
North Bend, Or. 97459

OWNERS CERTIFICATE

I, the undersigned, hereby certify that I am representative of the parties of title interest in the lands subject to this application, and I consent to the preparation of this plat, and hereby give notice to all developers, purchasers, and all third parties whatsoever, that Coos County disclaims any liability whatsoever for any damage which might occur as a result of the failure of the developer to construct, improve, or maintain roads in or adjacent to this land division.

M. J. McKeown
Michael McKeown

STATE OF OREGON
COUNTY OF COOS

THIS IS TO CERTIFY THAT M. J. McKeown PERSONALLY APPEARED BEFORE ME ON THIS 6 DAY OF January, 1991, WHO HAVE ACKNOWLEDGED THAT THEY HAVE SIGNED THE ABOVE OWNER'S CERTIFICATE AS THEIR VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY SEAL THIS 6 DAY OF Jan, 1991. MY COMMISSION EXPIRES ON: 10-28-94

HEREBY
BY

Marcelene A. Knight
NOTARY PUBLIC FOR OREGON



11/81

ENGINEER & SURVEYOR

Stuntzner Engineering and Forestry

705 South 4th St., P.O. Box 118
Coos Bay, Oregon 97420
Phone: (503) 267-2872
Fax: (503) 267-0588

92 01 0741

COUNTY PLANNING DIRECTOR CERTIFICATE

I, WILLIAM GRILE, PLANNING DIRECTOR OF COOS COUNTY, OREGON HEREBY CERTIFY THAT THIS PLAT IS IN CONFORMITY WITH THE APPLICABLE REQUIREMENTS OF COOS COUNTY PLANNING STATUTES. COOS COUNTY HEREBY GIVES NOTICE TO ALL DEVELOPERS, PURCHASERS AND ALL THIRD PARTIES WHATSOEVER, THAT COOS COUNTY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY DAMAGE WHICH MIGHT OCCUR AS A RESULT OF THE FAILURE OF THE DEVELOPER TO CONSTRUCT, IMPROVE OR MAINTAIN ROADS IN OR ADJACENT TO THIS LAND DIVISION.

01/22/92
DATE

William Grile
WILLIAM GRILE
PLANNING DIRECTOR
COOS COUNTY, OREGON

COUNTY ASSESSOR CERTIFICATE

I, ALLEN SWENSON, COUNTY ASSESSOR OF COOS COUNTY, OREGON CERTIFY THAT ALL AD VALOREM TAXES AND ALL SPECIAL ASSESSMENTS FEES OR OTHER CHARGES REQUIRED BY LAW TO BE PLACED UPON THE TAX ROLLS WHICH HAVE BECOME OR WHICH WILL BECOME A LIEN DURING THE CALENDAR YEAR, HAVE BEEN PAID.

12/24/91
DATE

Allen Swenson
ALLEN SWENSON
COUNTY ASSESSOR
COOS COUNTY, OREGON

COUNTY SURVEYOR CERTIFICATE

I, RUSSELL F. TORBECK, COUNTY SURVEYOR OF COOS COUNTY, OREGON HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS FOR ACCURACY AND COMPLETENESS UNDER COUNTY AND STATE STATUTES.

21 Jan 92
DATE

Russell F. Torbeck
RUSSELL F. TORBECK
COUNTY SURVEYOR
COOS COUNTY, OREGON

COUNTY CLERK CERTIFICATE

I, MARY ANN WILSON, COUNTY CLERK OF COOS COUNTY, OREGON HEREBY CERTIFY THAT THIS LAND PARTITION PLAT WAS RECORDED INTO THE COOS COUNTY RECORDS IN VOLUME 22-01-0741 ON PAGE -THRU - RECORD OF PLATS, THIS 23 DAY OF January, 1992.

1/23/92
DATE

Mary Ann Wilson
MARY ANN WILSON
COUNTY CLERK
COOS COUNTY, OREGON

COUNTY CERTIFIC

THE COUNTY ROAD DEPA
THE DEVELOPER WHO HA
REQUIREMENTS PER THE
OPMENT ORDINANCE DAT
MENT AGREEMENT EXECU

1-15-92
DATE

OWNERS

Michael McKeown
(Representative for
Dr. Raymond M.
& Charlotte v. McI
North Bend, Or. 97

OWNERS

I, the undersigned, here
parties of title interest
and I consent to the pr
notice to all developers,
soever, that Coos Count
any damage which migt
developer to construct,
to this land division.

STATE OF OREGON
COUNTY OF Coos

THIS IS TO CERTIFY THAT I
PERSONALLY APPEARED BEFORE
1991, WHO HAVE ACKNOWLEDG
THE ABOVE OWNER'S CERTIFIC
DEED. IN TESTIMONY WHEREO
THIS 16 DAY OF Jan
ON: 10-28-94

Marcelene A. Krug
NOTARY PUBLIC FOR OREGON



ENGINEER
Stuntzner

PARTITION PLAT # _____

705 South 4
Coos Bay, Or
Phone: (503)
Fax: (503)

Michael McKeown LAND PARTITION

SURVEYOR'S CERTIFICATE

COUNTY
DIRECTOR

STATE OF OREGON)
) SS
COUNTY OF COOS)

I, Ronald E. Stuntzner, being duly sworn upon oath do say that I have correctly surveyed and marked with proper monuments, Parcel 1 and Parcel 2; being located in a portion of Section 10, Township 24 South, Range 13 West, Willamette Meridian, Coos County, Oregon; being more specifically described as follows:

Beginning at a 3 1/2" Aluminum Cap on a 2 1/2" Aluminum Pipe (ACAP) located S01°29'49"E 1211.87 feet from the NE corner (1980 BLM Brass Cap) of Section 10, Township 24 South, Range 13 West, Willamette Meridian, Coos County, Oregon; thence southerly along the section line (1980 BLM) S01°29'49"E 280.34 feet to an ACAP; thence S59°52'15"W 193.05 feet to an ACAP; thence N82°56'49"W 238.91 feet to an ACAP; thence N63°35'37"W 127.95 feet to an ACAP; thence N01°59'23"W 181.41 feet to an ACAP; thence N16°18'22"E 423.56 feet to an ACAP; thence N60°58'34"E 69.36 feet to an ACAP; thence S28°38'57"E 135.64 feet to a 5/8" Iron rod; thence S34°04'19"E 223.64 feet to an ACAP; thence S79°53'11"E 150.00 feet to the point of beginning.

ALSO: that the monuments have been set in accordance with the Oregon State Law and are as shown on the accompanying map as indicated in the legend.

ALSO: that the annexed and accompanying map is a true and correct plat of the above described tract of record. The figures hereon being the courses intended and that the same are true and actual and that said tract contains 5.56 acres, more or less.

Ronald E. Stuntzner
Ronald E. Stuntzner
R.L.S. #1342

I, WILLIAM GRILE,
HEREBY CERTIFY
REQUIREMENTS OF
HEREBY GIVES NO
PARTIES WHATSOEVER
WHATSOEVER FOR
THE FAILURE OF
ROADS IN OR AD

01/22/92
DATE

COUNTY
CERTIFIED

I, ALLEN SWENSON
THAT ALL AD VALOR
OTHER CHARGES
WHICH HAVE BEEN
CALENDAR YEAR,

12/14/91
DATE

COUNTY
CERTIFIED

I, RUSSELL F. TAYLOR
CERTIFY THAT THIS
AND COMPLETE

21 Feb 92
DATE

COUNTY
CERTIFIED

I, MARY ANN WILSON
CERTIFY THAT THIS
COUNTY RECORDS
OF PLATS, THIS

1/23/92
DATE

1117

Plat Map

Section 10,
T12N, R13W,

1992 #2
CAB B-430

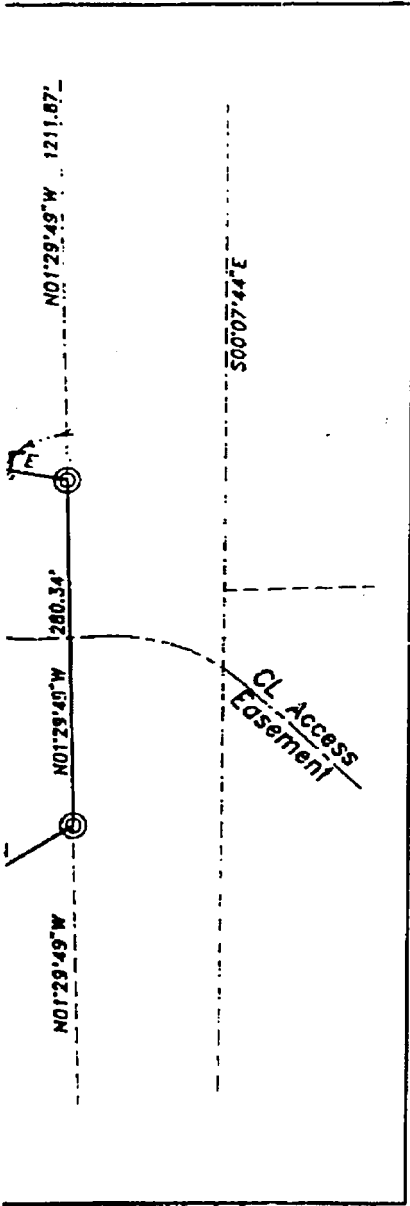
92 01 07.11

and a Land Partition of
interests of the previous
Plat Parcel boundaries.
previous Parcel 1 into
ment for ingress &
westerly right-of-way
two found 3/4" Iron
nails #4F-5-6). A set of
bearings for this

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Ronald E. Stuntz

OREGON
DIVISION OF
RONALD E. STUNTZ
1341



Water Rights
(Tax Lot 100, 510, 1245, R13W)
Reservoir Permit #R-1419

Prepared For

Michael McKeown
North Bend, Or. 97459

Zoning

Ind. - Industrial

Basis of Bearings

Solar Bearing per CS#7-B-25,
by Stuntzner Engineering, dated
November 12, 1985

Stuntzner Engineering
& Forestry

ENGINEERING • LAND SURVEYING • FORESTRY
PLANNING • WATER RIGHTS
705 South 4th St. Phone: (503) 287-2872
Post Office Box 118 Fax: (503) 287-9698
Cove Bay, Oregon 97420

Drawn By: Tony Swartz	Date: October 8, 1991
Checked By: Tom Marshall	Drawing No.: 81-113F
Designed By:	Revised: December 21, 1991
Job Name: McKeown Final Partition Plat Map	Sheet 2 of 2

Final Land Partition Plat Map

Located in a portion of the E1/2 of the NE1/4 of Section 10,
Township 24 South, Range 13 West, Willamette Meridian,
Coos County, Oregon, U.S.A.

92 01 0741

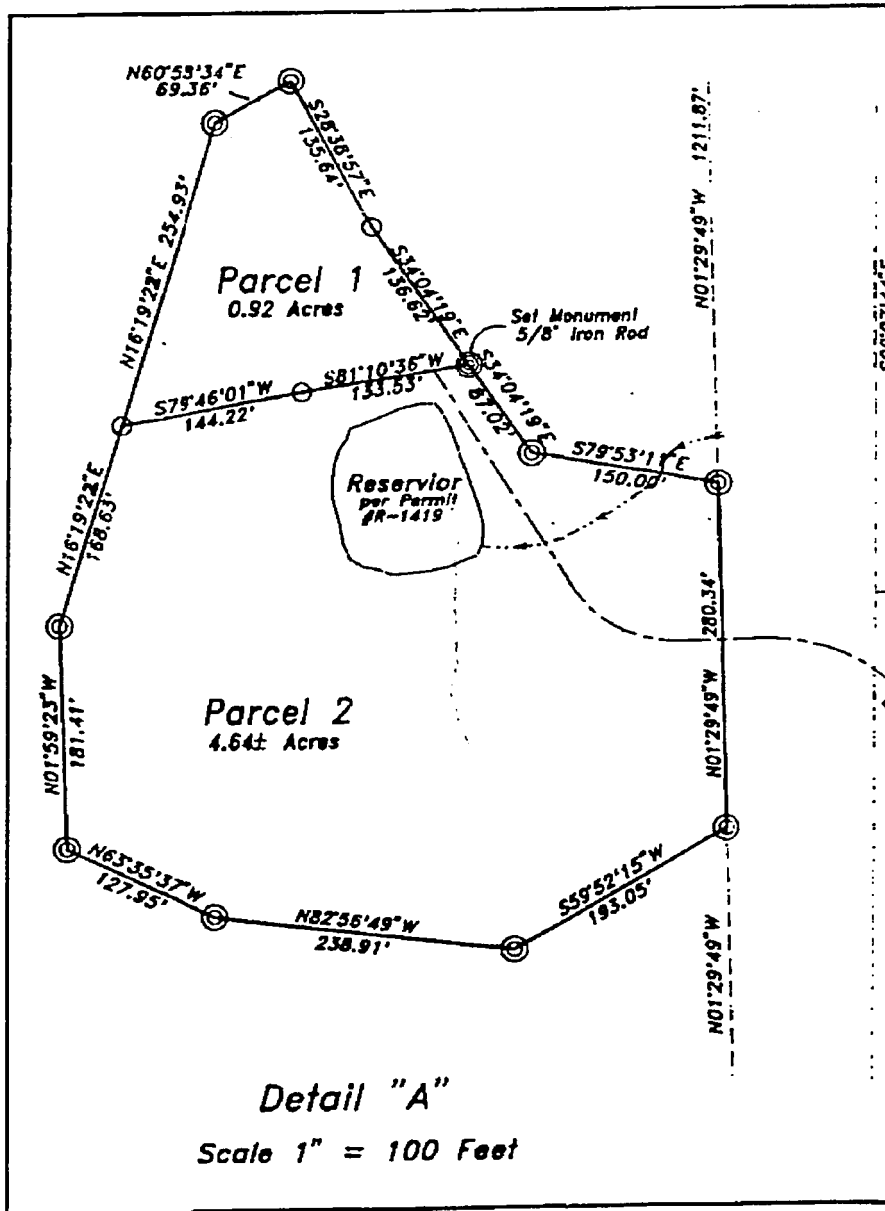
Narrative

The purpose of this survey was to monument a Land Partition of previous Parcel 1 per CS#7-8-25. Monuments of the previous Parcel 1 were found to establish the Parent Parcel boundaries. Monuments were set, as shown, to divide previous Parcel 1 into Parcels 1 & 2. Also, a private road easement for ingress & egress was monumented, as shown. The westerly right-of-way of Highway 101 was established from the two found 3/4" Iron Pipes - (per Oregon Route 9 Highway Survey #4F-5-6). A solar observation per CS#7-8-25 is the basis of bearings for this survey.

et Monument)

1 - 3 1/2" Alum. Cap on
pipe, unless otherwise noted

5/8" x 30" Iron Rod w/
marked "Stuntzner Engr."



Detail "A"

Scale 1" = 100 Feet

5.24
Found 3/4" Iron Pipe
w/ 3/4" Brass Cap

11/7/91

Final

Located
Tower

92 01 0741

Found BCIP, 1857 Corner
by H. Gordon, perpetuated
by R. Tarbeck and remon-
umented in 1980 by BLM
Cadastral Survey.

Legend



Initial Point (Set Monument)



Found Monument - 3 1/2" Alum. Cap on
2 1/2" Alum. Pipe, unless otherwise noted



Set Monument - 5/8" x 30" Iron Rod w/
Plastic Cap marked "Stuntzner Engr."

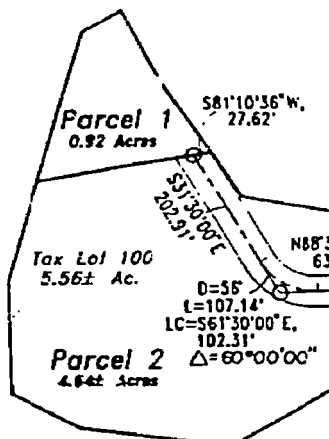
Creek

Oregon Dunes N.R.A
U.S.F.S.

NE1/4, NE1/4
Sec. 10

NW1/4, NW1/4
Sec. 11

Scale 1" = 200 Feet



N01°29'49"W 1211.87'

S00°07'44"E 1301.34'

N01°29'49"W 1127.05'

N1/16 West 790±

Private Road Easement - 50 Feet in Width

Right-of-Way Boundary

Highway 101

(Per Highway Drawing 7B-7-15)

HWY. STA. 61+30
ACCESS PERMIT
PER CIRCUIT COURT
RECORD NO. 16795

End 3/4" Iron Pipe
w/ 3/4" Brass Cap

502°38'56"W
(Wwy N06137E Grid Brg.)
(Found per Oregon Route 9
Highway Survey 4F-5-6)

End 3/4" Iron Pipe
w/ 3/4" Brass Cap

Oregon Dunes N.R.A
U.S.F.S.

SE1/4, NE1/4
Sec. 10

1974 BCIP
Wightman

1980 BLM
BCIP

SW1/4, NW1/4 East 690±
NW1/4, SW1/4
S79°13'06"W,
83.12'



RECORDING # 92010741
I, Mary Ann Wilson,
Coos County Clerk, certify
the within instrument
was filed for record at
1:20 PM ON 01/22/1992
By _____ Deputy
pages 2 (6) Fee \$ 53.00

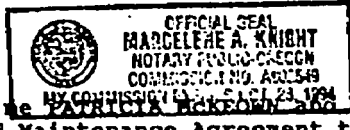
1-27-92

STATE OF OREGON)
) ss.
County of Coos)

Personally appeared before me MICHAEL J. McKEOWN and acknowledged the foregoing Road and Pond Maintenance Agreement to be his voluntary act and deed.

Marcelene A. Knight
NOTARY PUBLIC FOR OREGON
My Commission expires: 10-28-94

STATE OF OREGON)
) ss.
County of Coos)



Personally appeared before me ~~MICHAEL J. McKEOWN~~ and acknowledged the foregoing Road and Pond Maintenance Agreement to be her voluntary act and deed.

Marcelene A. Knight
NOTARY PUBLIC FOR OREGON
My Commission expires: 10-28-94

STATE OF OREGON)
) ss.
County of Coos)



Personally appeared before me ~~MICHAEL J. McKEOWN~~ and acknowledged the foregoing Road and Pond Maintenance Agreement to be his voluntary act and deed as Personal Representative on behalf of the Estate of Raymond McKeown.

Marcelene A. Knight
NOTARY PUBLIC FOR OREGON
My Commission expires: 10-28-94

STATE OF OREGON)
) ss.
County of Coos)



Personally appeared before me ~~MICHAEL J. McKEOWN~~ and acknowledged the foregoing Road and Pond Maintenance Agreement to be his voluntary act and deed as Trustee under the Will of Charlotte V. McKeown, Deceased.

Marcelene A. Knight
NOTARY PUBLIC FOR OREGON
My Commission expires: 10-28-94



92 06 0030

AFTER RECORDING RETURN TO:
Douglas M. Thompson
1600 Pacwest Center
1211 S. W. 5th Ave.
Portland, OR 97204

AMENDMENT TO
ROAD AND POND MAINTENANCE AGREEMENT

The undersigned, all the parties to Road and Pond Maintenance Agreement, dated November 27, 1991, recorded January 15, 1992 Reel No. 92-01-0451, Coos County, Oregon Records, hereby amend same as follows:

Reference on page 1, next to last line, to "Exhibit B" shall be to "Exhibit C".

IN WITNESS WHEREOF, the parties have executed this Amendment to Road and Pond Maintenance Agreement as of the date first hereinabove written.

Michael J. McKeown Patricia McKeown
Michael J. McKeown Patricia McKeown

4399 Coast Highway, North Bend, Oregon 97459
Address

ESTATE OF RAYMOND R. MCKEOWN
By: Michael J. McKeown
Michael J. McKeown
Personal Representative

4399 Coast Highway, North Bend, Oregon 97459
Address

Michael J. McKeown
Michael J. McKeown, Trustee under
the Will of Charlotte V. McKeown, Deceased

4399 Coast Highway and 4401 Coast Highway, North Bend, OR 97459
Address



RECORDING # 92060030

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

1:52 PM 06/01/1992

By M. O'NEIL Deputy

pages 2 Fee \$ 18.00

113

EXHIBIT MAP

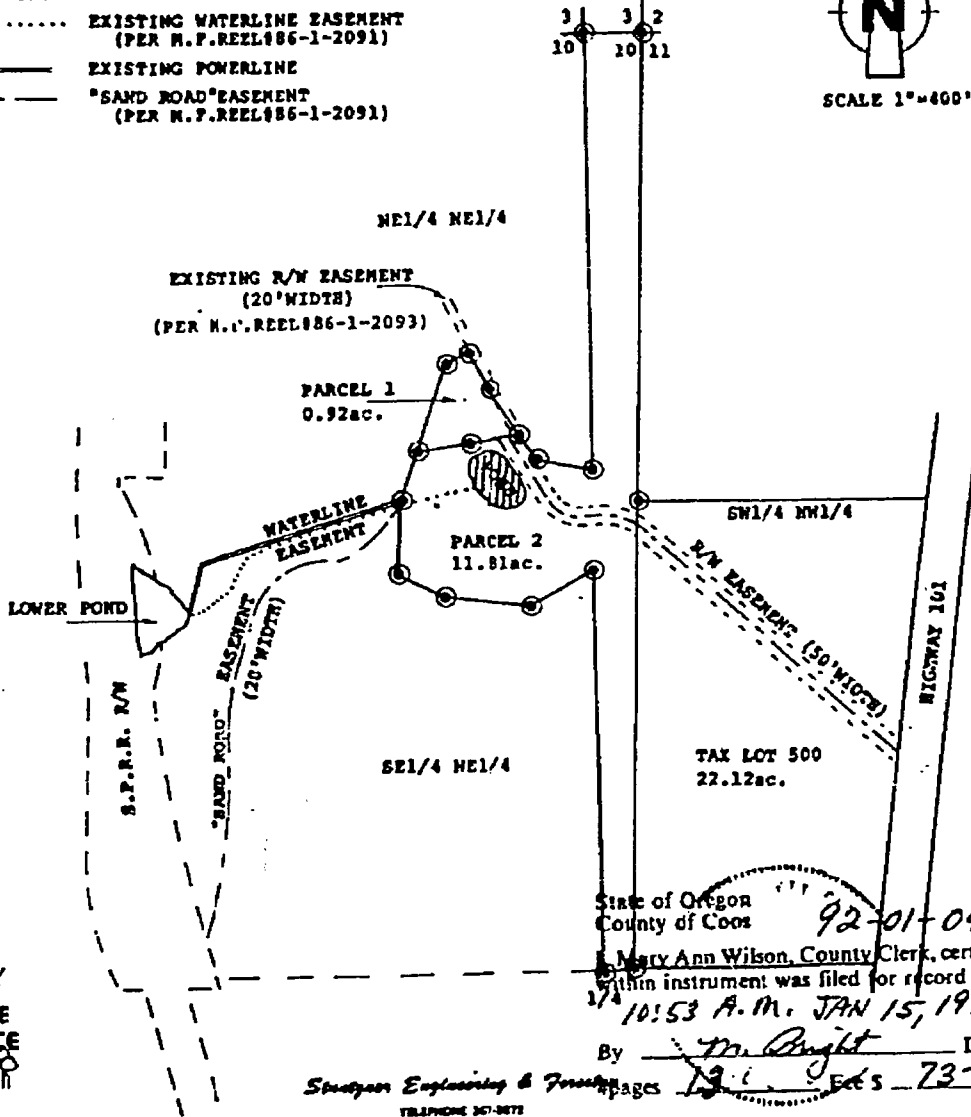
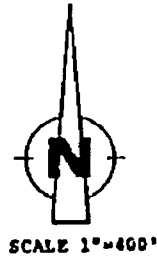
92 01 0451

McEDOW: TRACT LOCATED IN THE NE1/4 SEC.10 AND THE NW1/4 SEC.11, T.24 S., R.13 W., W.M., COOS COUNTY, OR.

PARTITION NOTE: SEE APPROVED AND RECORDED PARTITION PLAT FOR SURVEY DIMENSIONS.

LEGEND

- FOUND MONUMENTS (SEE RECORDED PLAT)
- ==== ACCESS EASEMENT (50' WIDTH)
- EXISTING EASEMENT (20' WIDTH)
- EXISTING WATERLINE EASEMENT (PER M.P. REEL 886-1-2091)
- EXISTING POWERLINE
- - - SAND ROAD EASEMENT (PER M.P. REEL 886-1-2091)



RECORDED BY
TICOR TITLE INSURANCE
 Coos County Branch

State of Oregon
 County of Coos
 I, Mary Ann Wilson, County Clerk, certify the
 within instrument was filed for record at
 10:53 A.M. JAN 15, 1992
 By Mr. Knight Deputy
 pages 19 of 73

Stouten Engineering & Surveying
 TELEPHONE 307-3873
 706 SO. 6TH, P.O. BOX 118 • COOS BAY, OREGON 97430

EXHIBIT D

268

82 01 0451

EXHIBIT C

All of the property described on Exhibit B to the Road and Pond Maintenance Agreement to which this is Exhibit C, except the 22.12 acres contained in Tax Lot 24-13-11-TL500, Account No. 1648.01, Code 13.17, Class 440.

EXHIBIT C

15015

TL 24-13-10 TL 100
 Account No. 1621
 Code 13.15
 Class 144

A parcel of real property within Coos County, Oregon, more particularly described as follows:

All that portion of the Northeast quarter of Section 10, Township 24 South, Range 13 West of the Willamette Meridian lying East of the Southern Pacific Railroad right of way, excepting therefrom those portions conveyed by instrument recorded as No's 73-4-84731 and 76-11-17240, Deed Records of Coos County, Oregon.

ALSO SAVE AND EXCEPT THE FOLLOWING:

A parcel of land as set forth and contained in Warranty Deed from Raymond M. McKeown, et ux to Michael J. McKeown, et ux, recorded February 13, 1986 as Microfilm No. 861-2083 Records of Coos County, Oregon.

ALSO SAVE AND EXCEPT THE FOLLOWING:

A parcel of land as set forth and contained in Warranty Deed from Raymond M. McKeown, et ux to the United States of America, and its assigns, recorded February 13, 1986 as Microfilm No. 86-1-2089, Records of Coos County, Oregon.

NOTE: While at this date record fee ownership of all the above is vested in the heirs of the Estate of Raymond M. McKeown, Deceased, the beneficial ownership of all but the 22.12 acres, + or -, is Michael McKeown, Trustee under the Will of Charlotte McKeown, Deceased. Record title to such is now vested in the Raymond McKeown Estate by virtue of an error in the Order distributing the Estate of Charlotte McKeown. Record title will be correctly vested in the near term.

EXHIBIT BReal Estate:

TL 24-13-11-TL500
 Account No. 1648.01
 Code 13.17
 Class 440
 22.12 acres + or. -

A parcel of real property within Coos County, Oregon, more particularly described as follows:

The Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 11, Township 24 South, Range 13 West of the Willamette Meridian excepting therefrom any portions within public roads or right of ways.

Also excepting a parcel of real property described as follows:

Beginning at the Southwest corner of Lot which is a 1-1/2" 1-1/2" pipe in the existing private road and which point is located on the East boundary of the Southwest quarter (SW 1/4) of the Northwest quarter (NW 1/4) of Section Eleven (11), Township Twenty-four (24) South, Range Thirteen (13) West of Willamette Meridian, Coos County, Oregon, and is 170.43 feet North and 1.14 feet West of the Southeast corner of the Southwest quarter (SW 1/4) of the Northwest quarter (NW 1/4) of Section Eleven (11), Township Twenty-four (24) South, Range Thirteen (13) West of Willamette Meridian, go North 64° 02' West 199.38 feet to a 1-1/2" pipe on the North side of said private road; thence North 60° 59' West 193.18 feet to a 1-1/2" pipe on the North side of said private road which is the Southwest corner of lot; thence North 05° 54' East 176.74 feet to a 1-1/2" pipe along the East right of way boundary of a private access area to the Northwest corner of this described lot; thence South 84° 37' East 176 feet to a 1-1/2" pipe; thence South 84° 37' East 151.50 feet to a 1/2" rod covered by a 1-1/2" pipe which point is located on the East boundary of said Southwest quarter (SW 1/4) of the Northwest quarter (NW 1/4) of Section Eleven (11) and is the Northeast corner of said described lot; thence South 00° 23' East 182.84 feet along said East boundary of the Southwest quarter (SW 1/4) of the Northwest quarter (NW 1/4) to 1-1/2" pipe; thence continue along said East boundary of the Southwest quarter (SW 1/4) of the Northwest quarter (NW 1/4) South 00° 23' East 142.98 feet to point of beginning; all located in the Southwest quarter (SW 1/4) of the Northwest quarter (NW 1/4) of Section Eleven (11), Township Twenty-four (24) South, Range Thirteen (13) West of Willamette Meridian, Coos county, Oregon.

PARCEL III:

A parcel of land located in the Northeast one-quarter (NE $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$) of Section Ten (10), Township Twenty-four (24) South, Range Thirteen (13) West of Willamette Meridian, Coos County, Oregon, described as follows:

Beginning at a point which bears South a distance of 300.00 feet and West a distance of 760.00 feet from the Northeast corner of the Northeast quarter of the Northeast quarter of said Section 10; thence West a distance of 315.00. thence South 29 degrees 23' 38" West a distance of 260.00 feet, more or less, to the Easterly boundary of the Southern Pacific Railroad right-of-way; thence Southerly along the Easterly boundary of said right-of-way a distance of 125.75 feet; thence South 79 degrees 49' 45" East a distance of 191.10 feet; thence North 51 degrees 04' 47" East a distance of 327.14 feet; thence North a distance of 180.00 feet to the point of beginning.

8/20

EXHIBIT A

MICHAEL J. MCKEOWN AND PATRICIA A. MCKEOWN PROPERTY**PARCEL I:**

A parcel of real property located in Section 10, Township 24 South, Range 13 W.W. M., Coos County, Oregon, as more specifically described on the attached legal description marked "Exhibit I", which is hereby incorporated by reference, and being the same property described on the survey plat maps of Robert E. Stuntzner, Registered Land Surveyor of Stuntzner Engineering & Forestry, Coos Bay, Oregon, which survey was recorded with the Coos County Surveyor at C.S. No. 583 on January 5, 1986.

EXHIBIT I:

Beginning at a monument (AP10) which is S 21°23'31" W, 896.60 feet from the section corner common to Sections 9 and 10, Township 24 South, Range 13 West, W.M., as occupied by the Bureau of Land Management in 1980; thence N 73°37'49" W, 234.75 feet to a monument (AP11); thence N 19°15'10" W, 750.90 feet to a monument (AP12); thence S 52°54'27" W, 298.54 feet to a monument (AP13); thence S 15°41'59" W, 345.13 feet to a monument (AP14); thence S 89°59'58" W, 95.20 feet to a monument (AP15) on the easterly boundary of the Southern Pacific Railroad right-of-way; thence along the arc of a 5529.58 foot radius curve to a point, the chord being N 2°15'54" E, 126.29 feet; thence N 2°55'10" E, 407.42 feet along said railroad easterly boundary to a monument (AP16); thence N 29°28'54" E, 242.21 feet to a monument (AP17); thence S 89°54'44" E, 100.00 feet to a monument (AP18); thence N 8°34'46" E, 265.50 feet to a monument (AP19); thence S 84°21'16" E, 104.73 feet to a monument (AP20); thence S 46°47'57" E, 227.53 feet to a monument (AP21); thence S 37°54'41" E, 113.58 feet to a point; thence S 51°05'54" E, 102.44 feet to a point; thence S 46°55'02" E, 50.85 feet to a point; thence S 37°20'37" E, 44.65 feet to a point; thence S 20°13'34" E, 43.89 feet to a point; thence S 1°12'22" E, 39.53 feet to a point; thence S 12°26'12" W, 40.06 feet to a point; thence S 18°36'54" W, 150.66 feet to a point; thence S 4°03'38" W, 77.90 feet to a point; thence S 15°04'16" E, 70.37 feet to the point of beginning, containing 8.896 acres, more or less, being the same property depicted on Plat 1 of 2 of a survey dated November 11, 1985, by Ronald E. Stuntzner, Registered Land Surveyor of Stuntzner Engineering and Forestry, Coos Bay, Oregon, which survey is on file with the Coos County Surveyor as C.S. No. 583, and is hereby incorporated by reference into this warranty deed.

Excepting therefrom those portions previously conveyed by instruments recorded as Microfilm Nos. 73-4-84731 and 76-11-17240, Deed Records, Coos County, Oregon.

PARCEL II:

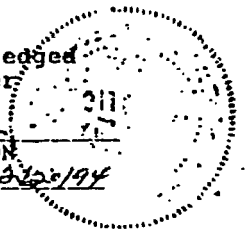
A parcel of land located in the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of Section Ten (10), Township Twenty-four (24) South, Range Thirteen (13) West of Willamette Meridian, Coos County, Oregon, described as follows:

Beginning at a point which bears South a distance of 180.00 feet and West a distance of 760.00 feet from the Northeast corner of the NE 1/4 NE 1/4 of said Section 10; thence S 51° 04' 47" W a distance of 327.14 feet; thence N 79° 49' 45" W a distance of 191.10 feet, more or less, to the easterly boundary of the Southern Pacific Railroad right-of-way; thence southerly along the easterly boundary of said right-of-way a distance of 19.00 feet; thence S 79° 49' 45" E a distance of 174.63 feet; thence N 51° 04' 47" E a distance of 347.98 feet; thence North a distance of 13.00 feet to the point of beginning, containing 8.2 acres.

STATE OF OREGON)
County of Coos) ss.

Personally appeared before me PATRICIA McKEOWN and acknowledged the foregoing Road and Pond Maintenance Agreement to be her voluntary act and deed.

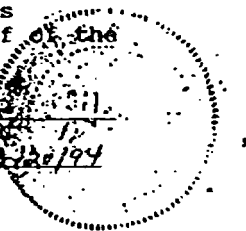
Patricia McKeown
NOTARY PUBLIC FOR OREGON
My Commission expires: 2/20/94



STATE OF OREGON)
County of Coos) ss.

Personally appeared before me MICHAEL J. McKEOWN and acknowledged the foregoing Road and Pond Maintenance Agreement to be his voluntary act and deed as Personal Representative on behalf of the Estate of Raymond McKeown.

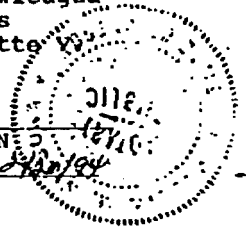
Michael J. McKeown
NOTARY PUBLIC FOR OREGON
My Commission expires: 2/20/94



STATE OF OREGON)
County of Coos) ss.

Personally appeared before me MICHAEL J. McKEOWN and acknowledged the foregoing Road and Pond Maintenance Agreement to be his voluntary act and deed as Trustee under the Will of Charlotte McKeown, Deceased.

Michael J. McKeown
NOTARY PUBLIC FOR OREGON
My Commission expires: 2/20/94



20 5 20

of the Circuit Court of the State of Oregon for Coos County to appoint such an arbitrator. The decision of such arbitrator shall be final. In such arbitration award, the arbitrator may award to any party such attorney's fees and costs as the arbitrator shall deem appropriate.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written.

Michael J. McKeown Patricia McKeown
Michael J. McKeown Patricia McKeown
4405 Coast Highway, North Bend, Oregon 97459
Address

ESTATE OF RAYMOND R. McKEOWN
By: Michael J. McKeown
Michael J. McKeown
Personal Representative
4399 Coast Highway, North Bend, Oregon 97459
Address

Michael J. McKeown
Michael J. McKeown, Trustee under
the Will of Charlotte V. McKeown, Deceased
4399 Coast Highway and 4401 Coast Highway, North Bend, OR 97459
Address

STATE OF OREGON)
County of Coos) ss.

Personally appeared before me MICHAEL J. McKEOWN and acknowledged the foregoing Road and Pond Maintenance Agreement to be his voluntary act and deed.

Wanda M. Wilson
NOTARY PUBLIC FOR OREGON
My Commission expires: 2/12/94



Each party using the Road, or a portion thereof, shall repair or cause to be repaired, at their sole cost and expense, that damage to the Road occasioned by such user which is in excess of that which would be caused through normal and prudent use of such Road for single family residential purposes. Should inordinate damage to the Road, or any part thereof, occur through forces of nature or be caused by an unauthorized user of the Road and should reconstruction or improvements be necessary, the respective Owners of the Property shall meet to agree upon the cost of reconstruction or improvements, the party to undertake the reconstruction or improvements, and the shares of reconstruction or improvement cost to be borne as agreed upon. Unless the parties hereto agree in writing to share the cost of any improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

3. Arbitration. In the event of any dispute arising under this Agreement, assuming that the parties cannot agree upon a resolution thereof within 90 days, any party may demand that the matter be settled by arbitration. Such demand shall be made by written notice to the other parties at the address indicated below, or such other address as such other party may provide to the other from time to time. Upon receipt of such notice, the parties shall attempt to agree upon the identity of an independent arbitrator, who shall arbitrate the matter in Coos County, Oregon, in accordance with the then existing rules of the American Arbitration Association. If they are not able to so agree within the time frame, either party may petition the then Presiding Judge

The obligations of the parties or their successors in interest to maintain the Pond shall terminate upon: (i) the unanimous written agreement of all the persons then obligated thereunder, or (ii) none of the owners of the Property shall have received from their respective casualty insurance carriers a discounted premium therefor by reason of the Pond for at least five (5) successive policy years.

2. Road. Each party using any portion of the Road (use of the Road is governed by a separate easement of record in Coos County, Oregon records) shall bear a proportionate share of the repair and maintenance thereof, except as to that part of the Road which is utilized solely for the benefit of one or more of the properties benefitted by the easement, the owner of such Property shall bear 100% of the cost of maintenance and repair on that portion of the Road benefiting solely his or her property. For those portions of the Road used by more than one property owner, the cost of maintenance and repair shall be borne in equal proportions by the respective owners. For the purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure, and road facility as nearly as possible in their present condition, or as hereafter improved; PROVIDED, that should any owner deem it appropriate to pave all or a portion of the Road located on his or her property, the holder of the easement over that portion of the Road shall not, unless such owner shall otherwise agree, be obligated to contribute any portion of the cost of such road improvement.

agreed to by the property owners then in title, during the months of June or July a meeting shall be held to determine the necessity for any pond maintenance to be made during the ensuing twelve months, the cost thereof, who will perform the maintenance, and all other details necessary to be sure that the pond is properly maintained to attain the purpose hereinabove stated. Until such time as a majority of the owners otherwise agree, the owner of the large house on the property described on Exhibit C shall then supervise the maintenance work agreed upon, engaging such outside assistance as such owner shall deem appropriate. As monetary advances are required to fund such work, each owner shall promptly remit same to the supervising owner within ten days of request therefore. In the event that such funds are not forthcoming upon request, the supervising owner is empowered to advance such funds on behalf of the other owner, or owners, involved, such advance to be secured by a lien on the property of the defaulting owner, such lien to be recorded and collectible in the same manner as assessment liens upon condominium units within the State of Oregon. Any such advances shall bear interest from the date advanced at the rate of 15% per annum or 5 points above the published prime rate of the United States National Bank of Oregon, or its successor, whichever is the greatest. As permitted under the said Condominium Statutes, the advancing owner shall be entitled to engage the services of an attorney to prepare, record, and foreclose upon such lien, the fees and expenses of such attorney to be collectible from the defaulting owner.

WHEREAS, as it is anticipated that the property located on Exhibits B and C will be sold in the near future, the houses to separate purchasers, it is essential for the protection of the current and future owners of the real property located on Exhibits A, B, and C that this Agreement be entered into covering the joint maintenance for both the Pond and the Road.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED:

1. Pond. The parties agree that the Pond shall be maintained as a fire-fighting source for such period of time as the casualty insurance company or companies, or any of them, selected by the respective owner(s) of the Property charge a lesser premium by reason of the availability of the Pond as a source of water for fire fighting purposes. The cost of maintaining the Pond as a viable source for such purpose to the point that such casualty insurance premiums shall be appropriately discounted, shall be borne proportionately by the respective owners of the Property, the proportion to be determined between the properties based on the percentage of square footage, excluding garages and out buildings not inhabited by human beings shall bear to the total square footage of all such structures on all the Property. PROVIDED, that the fact that one or more of the structures may be vacant at any particular time or the fact that any owner's casualty insurance carrier shall not charge a lesser premium due to the existence of the Pond shall not relieve the property owner of his or her responsibility to share the maintenance costs hereunder. At least once a year, at a time

2 - ROAD AND POND MAINTENANCE AGREEMENT

45015

ROAD AND POND MAINTENANCE AGREEMENT

Road and Pond Maintenance Agreement made and entered into this 27th day of November, 1991, by and between MICHAEL J. McKEOWN and PATRICIA McKEOWN, Husband and Wife, (herein "McKeowns") the ESTATE OF RAYMOND R. McKEOWN, DECEASED, (herein "Estate") and MICHAEL J. McKEOWN, Trustee under the Will of Charlotte V. McKeown, Deceased (herein "Trustee");

W I T N E S S E T H :

WHEREAS, McKeowns own the real property located in Coos County, State of Oregon, described on Exhibit A attached hereto and by reference made a part hereof, and

WHEREAS, Estate owns the real property in the same county described on Exhibit B attached hereto and by reference made a part hereof, and

WHEREAS, Trustee owns the real property in the same county described on Exhibit C attached hereto and by reference made a part hereof, and

WHEREAS, located as indicated in the shaded area on the map attached hereto as Exhibit D is a pond (the "Pond") utilized for fire protection purposes benefitting all the property (the "Property") described on Exhibits A, B, and C, and

WHEREAS, located at approximately the position indicated on the attached map (Exhibit D) is a road (the "Road") benefitting the utilization of the property described on Exhibits A, B, and C. There are two residential structures located on the property described on Exhibit B. The Road affords access to both such houses; and

State of Oregon)
) F.R.
County of Coos)

86-12105

Be it remembered that on this 6th day of Feb, 1986, before me, the undersigned, a Notary Public in and for said county and State, personally appeared the within named husband and wife, Raymond V. McKeown and Charlotte V. McKeown, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same.

[Signature]
Notary Public for Oregon

My commission expires: 11-30-88



WILLAMETTE VALLEY TITLE
1044 Commercial 114318E
Coos Co., Oregon 97420-2293

~~1987~~

⊙

86-1-2098

State of Oregon)
County of Coos) FEB 13 2 02 PM '86

I hereby certify that the within instrument was filed for record in the Coos County Deed Records.

WITNESS my hand and seal of County affixed:

MARY ANN WILSON
Coos County Clerk

By [Signature] deputy

Return to WILLAMETTE VALLEY TITLE

Fee 30-

86-1-2104

the United States. The acquiring agency of the United States of America is the Forest Service, United States Department of Agriculture.

6. Nothing in this deed shall prevent the Grantors, their successors and assigns, from selling or mortgaging the Property subject to the rights acquired herein by the United States.

TO HAVE AND TO HOLD, the herein described estate in land and rights unto the Grantee, its successors or assigns forever. The rights conveyed herein shall run with the land and constitute a perpetual servitude thereon. The Grantors covenant that they and their successors in interest will warrant and defend unto the Grantee the quiet and peaceable use and enjoyment of this land against all claims and demands.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal on the day and year first above written.

Raymond M. McKeown
Raymond M. McKeown

Charlotte V. McKeown
Charlotte V. McKeown
(a.k.a. Charlotte Elizabeth McKeown
and Charlotte E. McKeown)

86-1-2103

grounds will be reasonably maintained in an attractive appearance, and buildings will utilize, to the extent possible, grey or earth-toned colors and nonreflective finishes and materials. Dead or dying trees and shrubs shall be reasonably disposed of or pruned in accordance with good husbandry practices. Grantors' practices existing on the date of this instrument shall be deemed to comply with the requirements of this paragraph. Grantors shall not be required by this instrument to repaint or change the colors or finishes on existing structures or buildings, but Grantors will conform with this provision when such activities are undertaken in the future.

5. Public use and entry is not permitted on the Property. However, with reasonable notice to Grantors, representatives and agents of the United States are empowered to make reasonable entry upon such land for purposes related to administering this instrument. No authorization is granted to the Grantee for the entry into structures or personal property without permission of the Grantors, their successors or assigns, except under applicable law.

6. The Grantee may prepare such surveys, plats, photographs or other documentation regarding the land, improvements and uses thereof and record the same in the land records of the county and maintain such other records as are necessary or desirable to administer its rights under this instrument.

7. This conveyance to the United States of America is authorized by federal law and is in furtherance of the purposes of Public Law 92-260 (86 Stat. 99) which created the Oregon Dunes National Recreation Area. However, any future disestablishment or other modification of the Oregon Dunes National Recreation Area shall in no way affect the property rights acquired herein by

86-12102

uses and the number and location of structures and facilities as of the date of this instrument. A general purpose of this easement is to preserve and maintain the regular existing uses of the property as they existed at the time of this instrument except for rights specifically reserved in Part 1.

2. For any activity by the Grantors which requires prior approval by the Forest Service, such approval will not be unreasonably withheld so long as the Forest Service determines that the activity is compatible with the conservation of scenic, scientific, historic, and other values contributing to the public enjoyment of the lands and waters of the Oregon Dunes National Recreation Area. In making such a determination, the Forest Service shall utilize the same standards of compatibility as are applied to activities on private lands elsewhere within the Inland Sector of the Oregon Dunes National Recreation Area. Any activity determined to be incompatible shall be prohibited and shall be construed as a right having been acquired by the Grantee pursuant to this instrument.

3. All rights and uses not specifically reserved to the Grantors by this instrument shall be deemed to be acquired by the Grantee and shall be prohibited of the Grantors.

4. The Grantors have an affirmative obligation to make reasonable repairs and reasonably maintain the Property, and to preserve its existing aesthetic characteristics. This obligation includes, but is not limited to, not placing any signs or billboards on the Property (except for sale or rent, no trespassing, or for identifying the owner), and not allowing the accumulation of trash, debris or other unsightly materials. Buildings and

86-2101

Service. Structures accessory to existing facilities, such as fences, sheds and the like, commonly used in the area for such residential and associated domestic uses will be permitted with the prior approval of the Forest Service.

2. Agricultural uses are permitted in accordance with good husbandry practices and are limited to domestic landscaping, the existing fruit orchards, vegetable gardens, cranberry bogs, blueberry cultivation, and other noncommercial agricultural uses. Structures accessory to existing facilities, such as fences, sheds and the like, commonly used in the area for such agricultural uses will be permitted with the prior approval of the Forest Service.

3. Domestic use of dead, dying or down trees for firewood or other uses on the property. The cutting and disposal of scrub trees, brush, and similar material for aesthetic and landscaping purposes is permitted.

4. The use and maintenance of existing drainage ditches and facilities for the protection and preservation of the Property, subject to approval by the Forest Service.

5. Rights of ingress and egress to the Property to utilize easements or rights-of-way which the Grantors may have on adjacent property.

II. GENERAL PROVISIONS.

1. The survey plat dated November 12, 1985, by Donald E. Sturtzner, which is incorporated by reference as a part of this deed, generally depicts the land

86-12100

Engineering and Forestry, Coos Bay, Oregon, which survey was filed January 9, 1985 (sic) with the Coos County Survey Records at C.S. # 583. The said survey is hereby incorporated by reference into this Easement Deed. The property is more specifically described as follows:

BEGINNING AT POINT ON THE EAST LINE OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 13 WEST, W.M., SAID POINT BEING A MONUMENT (AP1) LOCATED S 1°29'45" E, 1492.21 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 3 AND 10, TOWNSHIP 24 SOUTH, RANGE 13 WEST, W.M., AS MONUMENTED BY THE BUREAU OF LAND MANAGEMENT IN 1980; THENCE S 59°52'15" W, 193.05 FEET TO A MONUMENT (AP2); THENCE N 62°56'49" W, 248.91 FEET TO A MONUMENT (AP3); THENCE N 63°35'37" W, 127.95 FEET TO A MONUMENT (AP4); THENCE N 1°59'23" W, 181.41 FEET TO A MONUMENT (AP5); THENCE N 16°19'22" E, 473.56 FEET TO A MONUMENT (AP6); THENCE N 60°57'00" E, 69.29 FEET TO A MONUMENT (AP7); THENCE S 28°32'57" E, 14.85 FEET TO A POINT; THENCE S 34°04'19" E, 224.37 FEET TO A MONUMENT (AP8); THENCE S 79°52'11" E, 150.00 FEET TO A MONUMENT (AP9) ON THE EAST LINE OF SAID SECTION 10; THENCE S 1°29'48" E, 280.34 FEET TO THE POINT OF BEGINNING, CONTAINING 5.562 ACRES, MORE OR LESS.

SUBJECT TO AND excepting conveyances and encumbrances of record including, but not necessarily limited to, pre-existing rights of Michael and Patricia McKeown, husband and wife, pursuant to instruments recorded at 73-4-84731, 76-11-17240 and 86-1-3883, Deed Records, Coos County, Oregon, and utility easements conveyed by instrument nos. 73-4-84887 and 73-3-83568, in the same records.

I. RESERVATIONS.

All right, title and interest in the Property is vested in the Grantee except that specifically and expressly reserved unto the Grantors as follows:

1. Ownership and continued residential use of the existing structures, and associated domestic uses such as gardening and landscaping within the curtilage. There shall not be an increase in the number of dwellings or a change in the existing uses. The existing structures may be remodeled, repaired or replaced so long as the remodeling, repairs or replacement are substantially in and of the same location, size and architectural design. Proposals for changes in the architectural design and appearance of the structures shall be submitted in advance for review and approval by the Forest

86-1-2099

WHEREAS, the Grantors and Grantees mutually agree that the purpose of this easement is to retain the regular existing uses being made of the property described below at the time of this conveyance plus those additional rights expressly reserved herein, and that such regular existing uses are residential use of a main house, a cedar house and associated outbuildings including a garage/shed; agricultural uses - a field with walnut trees, a holly area, garden, cranberry bog and associated shed, and a fruit orchard; and a pond north of the main house which pond is used for domestic, agriculture and fire protection purposes, and

WHEREAS, the consideration recited in this easement deed includes the consideration for this easement deed and also the consideration for the area being conveyed in fee by the Grantors to the Grantee by a separate instrument, and also as consideration for the settlement of the Grantors' claims in Raymond E. McKeown, et ux. v. United States of America, No. 100-78, United States Claims Court.

NOW THEREFORE, the Grantors, for and in consideration of the sum of two hundred twenty-three thousand, eight hundred fifty dollars (\$223,850.00), the receipt of which is hereby acknowledged, the other valuable consideration as recited above, and of the Covenants contained herein, do hereby grant and convey unto the Grantee and its successors or assigns, a perpetual estate and easement comprising all right, title and interest in the following described lands (hereinafter the "Property") except as specifically reserved in Part I:

A parcel of real property of 5.562 acres, more or less, located in the East 1/2 of Section 10, Township 24 South, Range 13 West, W.M. within Coos County, Oregon, being the same property described as Parcel 1 on Plat 2 of 2 of a survey dated November 12, 1985, by Ronald E. Stuntzner, Registered Land Surveyor of Stuntzner

OREGON DUNES NATIONAL RECREATION AREA
EASEMENT DEED

86-12078

THIS EASEMENT DEED made this 6 day of February, 1986, by and between RAYMOND M. McKEOWN and CHARLOTTE V. McKEOWN (a.k.a. Charlotte Elizabeth McKeown and Charlotte I. McKeown), husband and wife, hereinafter called the GRANTORS, and the UNITED STATES OF AMERICA, hereinafter called the GRANTEE, by and through the Forest Service, Department of Agriculture.

WHEREAS, Public Law 97-260 (86 Stat. 99), hereinafter the "Act," established the Oregon Dunes National Recreation Area in order to provide for the public outdoor recreation use and enjoyment of certain ocean shorelines and dunes, forested areas, fresh water lakes and recreational facilities in the State of Oregon by present and future generations, and for the conservation of scenic, scientific, historic, and other values contributing to public enjoyment of such lands and waters, and

WHEREAS, the Secretary of Agriculture, acting by and through the Forest Service, is directed by the Act to administer as a national resource the lands and waters within the said recreation area, and authorized to acquire private lands and interests in lands to achieve the purposes of the Act, and

WHEREAS, the grantors are the owners of a certain tract of land lying within the boundaries of the Oregon Dunes National Recreation Area, of which a portion is being conveyed to the Grantee by Warranty Deed on or about the date hereof and a portion is being encumbered by this easement, and

EXHIBIT "C"

86-1-2088

1. Any pre-existing rights of the public and of governmental bodies in and to any portion of the premises herein described;
2. Pre-existing rights of Michael and Patricia McKeown, husband and wife, who are owners of those portions of the premises herein previously conveyed by instruments recorded as Nos. 73-4-84731 and 76-11-17240, Deed Records, Coos County, Oregon.
3. Utility easements conveyed by Instrument Nos. 73-4-83887 and 73-4-83368, Deed Records, Coos County, Oregon.
4. Right to maintain existing drainage flows and drainage ditches in the pasture area lying contiguous to the east line of the residential parcel of Michael and Patricia McKeown parcel.

WILLAMETTE VALLEY TITLE
 45-1 Commercial 164327E
 Coos Bay, Oregon 97420-2293

1887 1881
 86-1-2083

State of Oregon
 County of Coos

I hereby certify that the within instrument was filed for record in the Coos County Deed Records.

WITNESS my hand and seal of County affixed:

MARY ANN WILSON
 Coos County Clerk

By: *[Signature]* deputy

Return to: WILLAMETTE VALLEY TITLE

Fee: 25-

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EXHIBIT "B"

86-1-2087

Easement E

A right to withdraw water from the existing lower pond adjacent to the right-of-way of the Southern Pacific Railroad utilizing the existing facilities (including a pipe and adjacent powerline to the pump) by which water is now conveyed from the pond to the Beneficial Parcel of Grantors, and more particularly described as follows:

Beginning at a point which is N 29°16'34" W, 1402.18 feet from the East quarter corner of Section 10, Township 24 South, Range 13 West, W.M., as monumented by the Bureau of Land Management in 1980; thence S 74°59'30" W, 219.54 feet; thence S 72°46'12" W, 145.82 feet; thence S 71°57'09" W, 63.29 feet; thence S 27°20'34" W, 93.03 feet; thence S 35°23'07" W, 10.99 feet; thence S 72°12'16" W, 97.90 feet; thence S 79°59'10" W, 40.29 feet; thence S 86°57'24" W, 20.95 feet, thence West 50.00 feet to the ending point at the Easterly boundary of the Southern Pacific Railroad right-of-way, said point being N 49°44'22" W, 1564.46 feet from the before mentioned East quarter corner of Section 10, Township 24 South, Range 13 West, W.M.

The right to use said water pipeline and easement shall be limited for irrigation purposes for the benefit of the pasture on the property conveyed to Grantees hereunder. The rights of the Grantees hereunder shall be the same as the rights of the Grantors reserved in a warranty deed from the Grantors to the United States of America executed on or about the date of this instrument.

EXHIBIT 'B'

86-1-2086

Paragraph 1

A perpetual, non-exclusive easement for a road right-of-way for vehicle and foot access, twenty (20) feet in width, the centerline of which is as follows:

Beginning at a point in the centerline of an existing paved road, said point also being South 67°00'00" West, 117.87 feet from the section corner common to Sections 7 and 10, Township 23 South, Range 14 West, T.23S., R.14W., as monumented by the Bureau of Land Management in 1980; thence along the "Said Road" centerline as follows:

South 47°00'00" West, 23.00 feet; thence North 88°00'00" West, 107.11 feet; thence North 30°00'00" West, 27.86 feet; thence North 82°00'00" West, 60.71 feet; thence South 33°00'00" West, 43.82 feet; thence South 79°55'00" West, 144.79 feet, more or less, to the western line of the Raymond McKown, et al, 3.262 acre parcel, shown on the McKown Site and Property Survey, Plat 2 of 2, Surveyor's Office as T.S. No. 334, and recorded with the Coos County

Paragraph 2

A perpetual, non-exclusive easement for a road right-of-way for vehicle and foot access, twenty (20) feet in width, the centerline of which is as follows:

Beginning at a point which is N 29°42'56" W, 139°31 feet from the East 1/4 corner of Section 10, Township 23 South, Range 14 West, T.23S., R.14W., as monumented by the Bureau of Land Management in 1980; thence S 75°27'29" W, 185.01 feet; thence S 83°23'16" W, 71.20 feet; thence S 75°27'29" W, 67.81 feet; thence S 63°33'33" W, 51.96 feet; thence S 52°17'13" W, 64.96 feet; thence S 18°59'03" W, 98.10 feet; thence S 16°43'44" W, 92.52 feet; thence S 10°37'27" W, 59.97 feet; thence S 7°53'00" W, 80.37 feet; thence S 4°12'19" W, 75.77 feet; thence S 4°41'49" W, 82.50 feet; thence S 3°31'07" E, 136.97 feet; thence S 17°02'52" W, 157.49 feet; thence S 3°52'28" E, 133.19 feet; thence S 17°02'52" E, 113.17 feet; thence S 4°04'51" W, 63.75 feet; thence S 39°37'17" W, 26.62 feet, more or less, to the intersection of said road centerline with the South line of the S1/4NE1/4 of said Section 3, said point of intersection also being S 89°26'11" W, 1019.96 feet from the before mentioned East 1/4 corner of Section 10, as monumented by the Bureau of Land Management in 1980.

The Grantees shall not improve the road beyond its present unpaved condition.

EXHIBIT "B"

86-12085

Easement A

A perpetual, non-exclusive easement for a road right-of-way for vehicle and foot access, twenty (20) feet in width, the centerline of which is as follows:

Beginning at a point on the westerly boundary of U.S. Highway 101, said point being S 29°21'04" E, 2182.76 feet from the section corner common to Sections 3 and 10, Township 24 South, Range 13 West, W.M., as monumented by the Bureau of Land Management in 1980; thence N 45°14'23" W, 190.00 feet; thence S 49°47'48" West, 257.57 feet; thence S 48°35'45" W, 427.79 feet; thence N 59°00'41" W, 74.66 feet; thence S 63°27'40" W, 112.92 feet; thence S 89°06'46" W, 135.65 feet; thence N 69°39'35" W, 36.38 feet; thence S 29°08'07" W, 35.26 feet; thence S 39°33'15" E, 41.76 feet; thence S 13°51'01" W, 09.20 feet; thence S 28°58'18" W, 190.43 feet; thence S 28°38'57" W, 134.85 feet; thence S 26°00'44" W, 48.87 feet; thence S 15°04'13" W, 67.49 feet; thence S 49°03'32" E, 74.03 feet; thence N 18°36'54" E, 149.92 feet; thence S 12°26'12" E, 41.80 feet; thence S 1°12'22" W, 42.40 feet; thence S 20°13'34" W, 47.07 feet; thence S 37°20'37" W, 47.00 feet; thence S 48°55'02" W, 52.05 feet; thence S 51°05'54" W, 101.64 feet; thence S 37°54'41" W, 112.43 feet; thence S 41°44'56" W, 68.92 feet; thence S 99°48'42" W, 28.51 feet to the intersection of the centerline with the Michael McKewen property line, said point being S 76°22'40" W, 345.74 feet from the before mentioned section corner common to Sections 3 and 10, Township 24 South, Range 13 West, W.M.

Easement B

A perpetual, non-exclusive easement for a road right-of-way for vehicle and foot access, twenty (20) feet in width, the centerline of which is as follows:

Beginning at a point of intersection, said point being S 20°00'40" W, 994.25 feet from the section corner common to Sections 3 and 10, Township 24 South, Range 13 West, W.M., as monumented by the Bureau of Land Management in 1980; thence N 75°37'49" W, 255.45; thence S 71°06'23" W, 125.37 feet; thence S 63°09'18" W, 80.68 feet; thence S 67°57'28" W, 41.93 feet to the intersection of the centerline with the Michael McKewen property line, said point being S 50°57'09" W, 1073.06 feet from the before mentioned section corner common to Sections 3 and 10, Township 24 South, Range 13 West, W.M.

EXHIBIT "A"

86-1-2084

Beginning at a monument (AP10) which is S 21°23'31" W, 896.00 feet from the section corner common to Sections 9 and 10, Township 25 South, Range 13 West, W.M., as monumented by the Bureau of Land Management in 1980; thence N 75°37'49" W, 234.75 feet to a monument (AP11); thence N 19°19'19" W, 260.20 feet to a monument (AP12); thence S 52°54'27" W, 298.34 feet to a monument (AP13); thence S 15°41'59" W, 345.13 feet to a monument (AP14); thence S 89°59'58" W, 95.20 feet to a monument (AP15) on the easterly boundary of the Southern Pacific Railroad right-of-way; thence along the arc of a 5529.58 foot radius curve to a point, the chord being S 29°15'54" E, 126.29 feet; thence N 2°55'10" E, 407.42 feet along said railroad easterly boundary to a monument (AP16); thence N 29°28'54" E, 242.21 feet to a monument (AP17); thence S 89°54'44" E, 100.00 feet to a monument (AP18); thence N 8°34'40" E, 265.50 feet to a monument (AP19); thence S 82°21'16" E, 104.73 feet to a monument (AP20); thence S 46°47'57" E, 227.53 feet to a monument (AP21); thence S 37°54'41" E, 113.59 feet to a point; thence S 51°05'54" E, 102.44 feet to a point; thence S 46°55'02" E, 39.85 feet to a point; thence S 37°20'17" E, 34.65 feet to a point; thence S 29°13'34" E, 43.89 feet to a point; thence S 19°12'22" E, 39.53 feet to a point; thence S 12°26'11" W, 40.06 feet to a point; thence S 18°36'54" W, 150.66 feet to a point; thence S 49°11'38" W, 77.90 feet to a point; thence S 15°04'16" E, 79.27 feet to the point of beginning, containing 8.896 acres, more or less, being the same property depicted on Plat 1 of 2 of a survey dated November 11, 1985, by Ronald E. Stutzner, Registered Land Surveyor of Stutzner Engineering and Forestry, Coos Bay, Oregon, which survey is on file with the Coos County Surveyor as C.S. No. 583, and is hereby incorporated by reference into this warranty deed.

Excepting therefrom those portions previously covered by instruments recorded as Microfilm Nos. 73-4-84731 and 76-11-17240, Deed Records, Coos County, Oregon.

WARRANTY DEED

86-2083

RAYMOND M. McKEOWN and CHARLOTTE V. McKEOWN, also known as Charlotte E. McKeown and Charlotte Elizabeth McKeown, husband and wife, Grantors, convey and warrant to MICHAEL J. McKEOWN and PATRICIA A. McKEOWN, husband and wife, Grantees, the following described real property free of encumbrances except as specifically set forth herein:

A parcel of real property located in Section 10, Township 24 South, Range 13 W.W.M., Coos County, Oregon, as more specifically described on the attached legal description marked "Exhibit A", which is hereby incorporated by reference, and being the same property described on the survey plat maps of Robert E. Stutzner, Registered Land Surveyor of Stutzner Engineering & Forestry, Coos Bay, Oregon, which survey was recorded with the Coos County Surveyor at C.S. No. 587 on January 5, 1986.

TOGETHER WITH the easements and rights-of-way located in Sections 10 and 11, Township 24 South, Range 13 W.W.M., Coos County, Oregon, as more specifically described on the attached legal description marked "Exhibit E", which is hereby incorporated by reference.

SUBJECT TO the liens, encumbrances and exceptions set forth on the attached "Exhibit C", which is hereby incorporated by reference.

The true consideration for this conveyance is love and affection.

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

This deed is given in conjunction with the settlement of a pending case by the Grantors and the United States of America, Raymond M. McKeown, et ux v. United States, U.S. Claims Court Case No. 109-78. As part of this settlement, the property conveyed hereunder is intended to be encumbered by a scenic easement in favor of the United States of America, and it is the intent of the Grantors and Grantees that this instrument be construed in conjunction with the scenic easements being granted to the United States by the Grantors and Grantees.

Until a change is requested, all tax statements shall be sent to the following address: 4405 Coast Highway, North Bend, Oregon 97459.

Dated this 1 day of January, 1986.

Raymond M. McKeown
Raymond M. McKeown
Charlotte V. McKeown
Charlotte V. McKeown

STATE OF OREGON)
County of Coos) ss.

This instrument was acknowledged before me on the 1 day of January, 1986 by Raymond M. McKeown and Charlotte V. McKeown.



[Signature]
Notary Public for State of Oregon
My Commission expires: 1-1-88

EXHIBIT "C"

86-1-2088

1. Any pre-existing rights of the public and of governmental bodies in and to any portion of the premises herein described;
2. Pre-existing rights of Michael and Patricia McKeown, husband and wife, who are owners of those portions of the premises herein previously conveyed by instruments recorded as Nos. 73-4-4731 and 76-11-17240, Deed Records, Coos County, Oregon.
3. Utility easements conveyed by Instrument Nos. 73-4-8387 and 73-4-8358, Deed Records, Coos County, Oregon.
4. Right to maintain existing drainage flows and drainage ditches in the pasture area lying contiguous to the east line of the residential parcel of Michael and Patricia McKeown parcel.

WILLAMETTE VALLEY TITLE
 45-1 Commercial 164327E
 Coos Bay, Oregon 97420-2293

1881 1881
 86-1-2083

State of Oregon
 County of Coos

I hereby certify that the within instrument was filed for record in the Coos County Deed Records.

WITNESS my hand and seal of County affixed:

MARY ANN WILSON
 Coos County Clerk
 By: *[Signature]* deputy

Return to: WILLAMETTE VALLEY TITLE

Fee: 25-

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EXHIBIT "B"

Easement E

86-1-2087

A right to withdraw water from the existing lower pond adjacent to the right-of-way of the Southern Pacific Railroad utilizing the existing facilities (including a pipe and adjacent powerline to the pump) by which water is now conveyed from the pond to the Beneficial Field of Grantors, and more particularly described as follows:

Beginning at a point which is N 23°16'35" W, 1432.18 feet from the East quarter corner of Section 10, Township 24 South, Range 13 West, W.M., as monumented by the Bureau of Land Management in 1980; thence S 74°59'36" W, 210.54 feet; thence S 72°46'12" W, 145.82 feet; thence S 71°57'00" W, 63.20 feet; thence S 27°20'34" W, 93.03 feet; thence S 35°25'07" W, 10.99 feet; thence S 32°12'16" W, 97.90 feet; thence S 79°59'10" W, 40.29 feet; thence S 86°57'24" W, 20.05 feet, thence West 50.00 feet to the ending point at the Easterly Boundary of the Southern Pacific Railroad right-of-way, said point being N 40°44'22" W, 1564.46 feet from the before mentioned East quarter corner of Section 10, Township 24 South, Range 13 West, W.M.

The right to use said water pipeline and easement shall be limited for irrigation purposes for the benefit of the pasture on the property conveyed to Grantees hereunder. The rights of the Grantees hereunder shall be the same as the rights of the Grantors reserved in a warranty deed from the Grantors to the United States of America executed on or about the date of this instrument.

EXHIBIT "B"

86-1-2086

Easement A

A perpetual, non-exclusive easement for a road right-of-way for vehicle and foot access, twenty (20) feet in width, the centerline of which is as follows:

Beginning at a point on the centerline of an existing gravel road, said point also being South 49°56'59" West, 1,407.58 feet from the section corner common to Sections 3 and 10, Township 24 South, Range 13 West, W.M., as monumented by the Bureau of Land Management in 1980; thence along the "Said Road" centerline as follows:

South 47°00'00" West, 25.00 feet; thence North 83°00'00" West, 107.31 feet; thence North 30°00'00" West, 37.80 feet; thence North 82°00'00" West, 66.71 feet; thence South 33°00'00" West, 43.82 feet; thence South 75°45'05" West, 144.79 feet, more or less, to the westerly line of the Raymond McKeown, et ux, 5.562 acre parcel, shown on the McKeown Site and Property Survey, Plat 2 at 2, by Ron Stantzer, dated November 11, 1985, and recorded with the Coos County Surveyor's Office as U.S. No. 583.

Easement B

A perpetual, non-exclusive easement for a road right-of-way for vehicle and foot access, twenty (20) feet in width, the centerline of which is as follows:

Beginning at a point which is S 23°21'56" W, 1395.74 feet from the East 1/4 corner of Section 10, Township 24 South, Range 13 West, W.M., as monumented by the Bureau of Land Management in 1980; thence S 75°45'05" W, 37.31 feet; thence S 35°52'29" W, 155.01 feet; thence S 85°23'16" W, 71.00 feet; thence S 82°45'33" W, 67.81 feet; thence S 63°53'31" W, 51.96 feet; thence S 57°17'13" W, 44.96 feet; thence S 18°59'03" W, 98.10 feet; thence S 16°43'44" W, 92.52 feet; thence S 10°37'22" W, 59.97 feet; thence S 7°53'09" W, 80.37 feet; thence S 4°12'19" W, 75.71 feet; thence S 9°41'49" W, 82.50 feet; thence S 5°31'07" E, 136.97 feet; thence S 17°07'52" W, 147.49 feet; thence S 3°52'28" E, 155.39 feet; thence S 17°08'55" E, 113.17 feet; thence S 4°46'51" W, 63.75 feet; thence S 39°33'11" W, 26.62 feet, more or less, to the intersection of said road centerline with the South line of the SE1/4NE1/4 of said Section 3, said point of intersection also being S 89°26'11" W, 1019.94 feet from the before mentioned East 1/4 corner of Section 10, as monumented by the Bureau of Land Management in 1980.

The Grantees shall not improve the road beyond its present unpaved condition.

EXHIBIT "E"

86-1-2085

Easement A

A perpetual, non-exclusive easement for a road right-of-way for vehicle and foot access, twenty (20) feet in width, the centerline of which is as follows:

Beginning at a point on the Westerly Boundary of U.S. Highway 101, said point being S 29°21'04" E, 2122.76 feet from the section corner common to Sections 3 and 10, Township 24 South, Range 13 West, W.M., as monumented by the Bureau of Land Management in 1980; thence N 45°14'23" W, 199.00 feet; thence N 49°47'48" West, 257.57 feet; thence N 48°35'45" W, 427.79 feet; thence N 59°30'41" W, 74.66 feet; thence N 63°27'40" W, 112.92 feet; thence N 89°06'46" W, 135.65 feet; thence N 69°39'35" W, 36.38 Feet; thence N 23°08'07" W, 35.46 feet; thence N 39°33'15" E, 41.76 feet; thence N 13°51'01" W, 09.20 feet; thence N 28°58'18" W, 190.43 feet; thence N 28°38'57" W, 134.85 feet; thence N 26°00'44" W, 48.87 feet; thence N 15°04'13" W, 67.49 feet; thence S 49°03'52" E, 74.93 feet; thence N 16°36'54" E, 149.92 feet; thence N 12°26'12" E, 41.80 feet; thence N 10°12'22" W, 42.40 feet; thence N 20°13'34" W, 47.07 feet; thence N 37°20'37" W, 47.00 feet; thence N 46°55'02" W, 52.05 feet; thence N 51°05'34" W, 101.64 feet; thence N 37°54'41" W, 112.43 feet; thence N 41°44'56" W, 68.92 feet; thence N 59°48'42" W, 28.51 feet to the intersection of the centerline with the Michael McKeown property line, said point being S 76°22'40" W, 365.74 feet from the before mentioned section corner common to Sections 3 and 10, Township 24 South, Range 13 West, W.M.

Easement B

A perpetual, non-exclusive easement for a road right-of-way for vehicle and foot access, twenty (20) feet in width, the centerline of which is as follows:

Beginning at a point of intersection, said point being S 20°00'40" W, 994.25 feet from the section corner common to Sections 3 and 10, Township 24 South, Range 13 West, W.M., as monumented by the Bureau of Land Management in 1980; thence N 75°37'49" W, 255.46; thence N 71°06'23" W, 125.37 feet; thence N 64°09'18" W, 80.64 feet; thence N 67°57'23" W, 91.93 feet to the intersection of the centerline with the Michael McKeown property line, said point being S 59°57'09" W, 1073.06 feet from the before mentioned section corner common to Sections 3 and 10, Township 24 South, Range 13 West, W.M.

EXHIBIT "A"

86-1-2084

Beginning at a monument (AP10) which is S 21°23'31" W, 89.00 feet from the section corner common to Sections 9 and 10, Township 25 South, Range 13 West, W.M., as monumented by the Bureau of Land Management in 1930; thence N 75°37'49" W, 234.75 feet to a monument (AP11); thence N 10°19'10" W, 260.50 feet to a monument (AP12); thence S 52°54'27" W, 208.54 feet to a monument (AP13); thence S 15°41'59" W, 355.13 feet to a monument (AP14); thence S 89°59'58" W, 95.20 feet to a monument (AP15) on the easterly boundary of the Southern Pacific Railroad right-of-way; thence along the arc of a 5529.58 foot radius curve to a point, the chord being S 29°15'54" E, 126.29 feet; thence N 2°55'10" E, 407.42 feet along said railroad easterly boundary to a monument (AP16); thence N 29°28'54" E, 242.21 feet to a monument (AP17); thence S 89°54'44" E, 100.00 feet to a monument (AP18); thence N 8°34'46" E, 265.50 feet to a monument (AP19); thence S 82°21'16" E, 104.73 feet to a monument (AP20); thence S 46°47'57" E, 227.53 feet to a monument (AP21); thence S 37°54'42" E, 113.58 feet to a point; thence S 51°05'54" E, 102.44 feet to a point; thence S 46°55'02" E, 59.85 feet to a point; thence S 37°20'37" E, 54.65 feet to a point; thence S 29°13'34" E, 43.89 feet to a point; thence S 19°12'22" E, 39.53 feet to a point; thence S 12°26'12" E, 40.06 feet to a point; thence S 18°36'54" W, 150.66 feet to a point; thence S 49°1'38" W, 77.90 feet to a point; thence S 15°04'16" E, 79.27 feet to the point of beginning, containing 8.896 acres, more or less, being the same property depicted on Plat 1 of 2 of a survey dated November 11, 1985, by Ronald E. Stuntzner, Registered Land Surveyor of Stuntzner Engineering and Forestry, Coos Bay, Oregon, which survey is on file with the Coos County Surveyor as C.S. No. 583, and is hereby incorporated by reference into this warranty deed.

Excepting therefrom those portions previously covered by instruments recorded as Microfilm Nos. 73-4-84731 and 76-11-17240, Beed Records, Coos County, Oregon.

WARRANTY DEED

86-2083

RAYMOND M. McKEOWN and CHARLOTTE V. McKEOWN, also known as Charlotte E. McKeown and Charlotte Elizabeth McKeown, husband and wife, Grantors, convey and warrant to MICHAEL J. McKEOWN and PATRICIA A. McKEOWN, husband and wife, Grantees, the following described real property free of encumbrances except as specifically set forth herein:

A parcel of real property located in Section 10, Township 24 South, Range 13 W.W.M., Coos County, Oregon, as more specifically described on the attached legal description marked "Exhibit A", which is hereby incorporated by reference, and being the same property described on the survey plat maps of Robert E. Stutzner, Registered Land Surveyor of Stutzner Engineering & Forestry, Coos Bay, Oregon, which survey was recorded with the Coos County Surveyor at C.S. No. 587 on January 5, 1986.

TOGETHER WITH the easements and rights-of-way located in Sections 10 and 11, Township 24 South, Range 13 W.W.M., Coos County, Oregon, as more specifically described on the attached legal description marked "Exhibit E", which is hereby incorporated by reference.

SUBJECT TO the liens, encumbrances and exceptions set forth on the attached "Exhibit C", which is hereby incorporated by reference.

The true consideration for this conveyance is love and affection.

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

This deed is given in conjunction with the settlement of a pending case by the Grantors and the United States of America, Raymond M. McKeown, et ux v. United States, U.S. Claims Court Case No. 109-78. As part of this settlement, the property conveyed hereunder is intended to be encumbered by a scenic easement in favor of the United States of America, and it is the intent of the Grantors and Grantees that this instrument be construed in conjunction with the scenic easements being granted to the United States by the Grantors and Grantees.

Until a change is requested, all tax statements shall be sent to the following address: 4405 Coast Highway, North Bend, Oregon 97459.

Dated this 1 day of January, 1986.

Raymond M. McKeown
Raymond M. McKeown
Charlotte V. McKeown
Charlotte V. McKeown

STATE OF OREGON)
County of Coos) ss.

This instrument was acknowledged before me on the 1 day of January, 1986 by Raymond M. McKeown and Charlotte V. McKeown.

Notary Public for State of Oregon
My Commission expires: 1-20-87

73-4-84732

DATED, this 17 day of April, 1973.

Raymond M. McKeown
Raymond M. McKeown

Charlotte E. McKeown
Charlotte E. McKeown

STATE OF OREGON)
) ss.
COUNTY OF COOS)

April 17, 1973.

Personally appeared the above named Raymond M. McKeown and Charlotte E. McKeown, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Sydney J. Chandler
Notary Public for Oregon
My Comm. Expires: 12-2-77



TRANSAMERICA TITLE INSURANCE CO.
35873 P.O. BOX 907
COOS BAY, OREGON 97420

1881 ← 73-4-84732-2
State of Oregon
County of Coos
I hereby certify that the within instrument
was filed for record
APR 22 2 28 PM '73
1881 ←

and recorded in Book of Records...
Microfilm Reel No. _____
73-4-84732-2
of said County.
WITNESS my hand and Seal of County
affixed.
Fay F. Crabtree, Coos County Clerk
By F. F. Crabtree Deputy
Return to F. F. Crabtree
Fee 4.00

73-4-84731

WARRANTY DEED

RAYMOND M. McKEOWN and CHARLOTTE E. McKEOWN, husband and wife, hereinafter called grantor, convey to MICHAEL J. McKEOWN and PATRICIA McKEOWN, husband and wife, as tenants by the entirety, all that real property situated in Coos County, State of Oregon, described as:

A parcel of land located in the Northeast one-quarter (NE $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$) of Section Ten (10), Township Twenty-four (24) South, Range Thirteen (13) West of Willamette Meridian, Coos County, Oregon, described as follows:

Beginning at a point which bears South a distance of 300.00 feet and West a distance of 760.00 feet from the Northeast corner of the Northeast quarter of the Northeast quarter of said Section 10; thence West a distance of 315.00 feet; thence South 29 degrees 23' 38" West a distance of 260.00 feet, more or less, to the Easterly boundary of the Southern Pacific Railroad right-of-way; thence Southerly along the Easterly boundary of said right-of-way a distance of 125.25 feet; thence South 79 degrees 49' 45" East a distance of 191.10 feet; thence North 51 degrees 04' 47" East a distance of 327.14 feet; thence North a distance of 180.00 feet to the point of beginning.

AND a perpetual easement of ingress and egress for road purposes the Center Line of which is described as follows: Beginning at a point on the North line of the above described tract, the said point being 300.00 feet South and 856.50 feet West of the Section Corner common to Sections 2, 3, 10 and 11, T. 24 S., R. 13 W., W.M. Coos County, Oregon and running thence N 32 degrees 00' 50" E., 141.62 feet. Thence right on a 56.66 foot radius curve 108.17 feet. Thence S 38 degrees 35' 59" E., 106.56 feet. Thence left on a 510.50 foot radius curve, 99.68 feet. Thence S 49 degrees 47' 15" E., 135.37 feet. Thence right on a 90.23 foot radius curve 119.07 feet. Thence S 25 degrees 09' 06" W., 35.93 feet. Thence left on a 472.38 foot radius curve, 99.63 feet. Thence S 13 degrees 44' 03" W., 56.07 feet. Thence left on a 200.05 foot radius curve, 152.21 feet. Thence S 29 degrees 51' 35" E., 363.16 feet. Thence right on a 145.99 foot radius curve, 83.08 feet. Thence S 2 degrees 44' 53" W., 75.00 feet to its intersection with the center line of an existing residential access road. Thence along the existing residential access road as follows: Right on a 518.80 foot radius curve, 392.45 feet. Thence S 49 degrees 05' 22" E., 660.06 feet. Thence S 45 degrees 45' 22" E., 186.50 feet, more or less, to the Westerly right of way boundary of U. S. Highway 101.

and covenant that grantor is the owner of the above described property free of all encumbrances and will warrant and defend the same against all persons who may lawfully claim the same.

The true and actual consideration for this transfer is other value given.

73-4-84732

DATED, this 17 day of April, 1973.

Raymond M. McKeown
Raymond M. McKeown

Charlotte E. McKeown
Charlotte E. McKeown

STATE OF OREGON)
) ss.
COUNTY OF COOS)

April 17, 1973.

Personally appeared the above named Raymond M. McKeown and Charlotte E. McKeown, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Sydney L. Chandler
Notary Public for Oregon
My Comm. Expires: 12-2-77



TRANSAMERICA TITLE INSURANCE CO.
35873 P.O. BOX 907
COOS BAY, OREGON 97420

1981 ← 73-4-84732-2
State of Oregon
County of Coos
I hereby certify that the within instrument
was filed for record
APR 22 2 28 PM '73
1981 ←

and recorded in Book of Records...
Microfilm Reel No. 73-4-84732-2
of said County.
WITNESS my hand and Seal of County
affixed.
Fay F. Crabtree, Coos County Clerk
By [Signature] Deputy
Return to [Signature]
Fee 4.00

73-4-84731

WARRANTY DEED

RAYMOND M. McKEOWN and CHARLOTTE E. McKEOWN, husband and wife, hereinafter called grantor, convey to MICHAEL J. McKEOWN and PATRICIA McKEOWN, husband and wife, as tenants by the entirety, all that real property situated in Coos County, State of Oregon, described as:

A parcel of land located in the Northeast one-quarter (NE $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$) of Section Ten (10), Township Twenty-four (24) South, Range Thirteen (13) West of Willamette Meridian, Coos County, Oregon, described as follows:

Beginning at a point which bears South a distance of 300.00 feet and West a distance of 760.00 feet from the Northeast corner of the Northeast quarter of the Northeast quarter of said Section 10; thence West a distance of 315.00 feet; thence South 29 degrees 23' 38" West a distance of 260.00 feet, more or less, to the Easterly boundary of the Southern Pacific Railroad right-of-way; thence Southerly along the Easterly boundary of said right-of-way a distance of 125.25 feet; thence South 79 degrees 49' 45" East a distance of 191.10 feet; thence North 51 degrees 04' 47" East a distance of 327.14 feet; thence North a distance of 180.00 feet to the point of beginning.

AND a perpetual easement of ingress and egress for road purposes the Center Line of which is described as follows: Beginning at a point on the North line of the above described tract, the said point being 300.00 feet South and 856.50 feet West of the Section Corner common to Sections 2, 3, 10 and 11, T. 24 S., R. 13 W., W.M. Coos County, Oregon and running thence N 32 degrees 00' 50" E., 141.62 feet. Thence right on a 56.66 foot radius curve 108.17 feet. Thence S 38 degrees 35' 59" E., 106.56 feet. Thence left on a 510.50 foot radius curve, 99.68 feet. Thence S 49 degrees 47' 15" E., 135.37 feet. Thence right on a 90.23 foot radius curve 119.07 feet. Thence S 25 degrees 09' 06" W., 35.93 feet. Thence left on a 472.38 foot radius curve, 99.63 feet. Thence S 13 degrees 44' 03" W., 56.07 feet. Thence left on a 200.05 foot radius curve, 152.21 feet. Thence S 29 degrees 51' 35" E., 363.16 feet. Thence right on a 145.99 foot radius curve, 83.08 feet. Thence S 2 degrees 44' 53" W., 75.00 feet to its intersection with the center line of an existing residential access road. Thence along the existing residential access road as follows: Right on a 518.80 foot radius curve, 392.45 feet. Thence S 49 degrees 05' 22" E., 660.06 feet. Thence S 45 degrees 45' 22" E., 186.50 feet, more or less, to the Westerly right of way boundary of U. S. Highway 101.

and covenant that grantor is the owner of the above described property free of all encumbrances and will warrant and defend the same against all persons who may lawfully claim the same.

The true and actual consideration for this transfer is other value given.

73-4-83888

STATE OF _____
COUNTY OF _____

Be it remembered that on this _____ day of _____, 19____
before me, the undersigned, a Notary Public, appeared _____ and
_____ to me personally known, who being duly sworn did say
that he, the said _____ is _____ of _____
_____, a corporation; that the seal affixed to the foregoing

instrument is the corporate seal of said corporat
signed and sealed in behalf of said corporation b
and the said _____
acknowledged said instrument to be the free act a

IN WITNESS WHEREOF, I have hereunto set my h
day and year last above in this certificate writt

Notary Publ
(Notary Seal) My Commissi

State of Oregon
County of Coos
I hereby certify that the within instrument
was filed for record

APR 4 9 47 AM '73

and recorded in Book of Records _____
Microfilm Reel No. _____
73-4-83887-8
of said County.
WITNESS my hand and Seal of County
affixed.
Fay E. Craff, Coos County Clerk

By: G. Truesch Deputy
Return to: Elizabeth Phillips
Box 929, Cove Bay
Fee 4.00

STATE OF Oregon
COUNTY OF Coos

Be it remembered that on this 29th day of March, 1973
before me, the undersigned, a Notary Public, appeared C. V. McKean and _____
who is to me personally known to be the identical person described in and who
executed the within and foregoing instrument _____, and acknowledged to me
that she executed the same freely and voluntarily and for
the uses and purposes therein expressed.

in Witness Whereof, I have hereunto set my hand and Notary Seal the date and year
last above herein written.



Chyllis Ellen Kellum
Notary Public for _____
My Commission Expires April 30, 1973

Form No. 4366 NW
(5-68)

73-4-83887

MAR 30 1973

Recorded _____ / _____ / _____
Plant Records by _____

653-285943

EP179

RIGHT OF WAY EASEMENT

THE GRANTOR, C. V. McKeown

% Dr. R. M. McKeown, 330 W. Central, Coos Bay, Oregon
one dollar

For a valuable consideration/convey s and warrant s to General Telephone Company of the Northwest, Inc. a corporation, and to _____ a corporation, and their successors or assigns, and licensees and other persons as may be authorized by General Telephone Company of the Northwest, Inc., a perpetual right of way and easement over, under, above, and across the following described property, situated in the Coos County,

STATE of Oregon TO WIT that portion of Section 10,

Township 24 South, Range 13 West of the Willamette Meridian known as Tax Lot #1621.

Specifically to bury telephone cable in private road that crosses the above
described property.

Together with the right to install, inspect, and maintain all of the facilities necessary to provide communication service, ~~power, gas, water, sewer, and other related services~~ located on said right of way and easement, ~~including the construction, maintenance, and repair of all structures, appurtenances, and other facilities necessary for the construction, maintenance, and repair of said services~~

Witness _____ hand _____ this _____ day of _____, 19 _____.

Grantor C. V. McKeown

Grantor _____

Grantor _____

(Corporate Seal)

Mortgagee _____

By _____

original

73-3-83568

Section 10 & 11
McKeown
RD 2228
RD 2229
Twn. 24S Range 13WWM
AL101

Original—Office Copy
Form 140

Right of Way Easement

KNOW ALL MEN BY THESE PRESENTS:

In consideration of One Dollar (\$1.00), and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby grants a perpetual easement... For an Overhead and Underground Power Line... to the CENTRAL LINCOLN PEOPLE'S UTILITY DISTRICT, a municipal corporation, with the right to place, construct, operate and maintain, inspect, reconstruct, repair, replace and keep clear electric power lines and communication lines with all necessary poles, towers, wires, cables, guys, anchors, fixtures and appurtenances attached thereto upon, across, over and/or under the following described property situated in... COOS... County, State of Oregon:

Beginning at an Iron Pipe described as being 1301.60 feet North of the West 1/4 corner of Section 11 and on the Section Line between Section 10 and Section 11, Township 24 South, Range 13 W.M.M. thence South 21° East a distance of 136.8 feet to the true point of beginning, thence South 53° East a distance of 960 feet, more or less, to the West edge of Highway 101. Also from the true point of beginning North 71° West a distance of 277 feet, thence North 72°, 30' West a distance of 177.2 feet, thence North 55°, 30' West a distance of 87 feet, thence North 6° West a distance of 108 feet, thence North 37° East a distance of 70.7 feet, more or less, thence North 1°, 15' East a distance of 68 feet, thence North 10°, 30' West a distance of 38.1 feet, more or less, thence North 39° West a distance of 53.1 feet, more or less, thence North 1°, 30' West a distance of 64.4 feet, thence North 20° West a distance of 77.2 feet, thence North 16° West a distance of 600 feet, thence North 28°, 30' West a distance of 108 feet, thence South 67° West a distance of 45.8 feet, thence South 35° West a distance of 152.6 feet, thence South 53° West a distance of 116.4 feet, thence South 37°, 30" West a distance of 131.5 feet, Said Easement to be within 25 feet on both sides of the above described center line.

Grantees shall at all times have the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearance for said line; and grantee shall further have the right of full and free ingress to and egress from said property for all purposes herein mentioned, and to remove at any time any or all of the poles, towers and/or wires, cables, guys, anchors, fixtures and appurtenances from the said property.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 24th day of March 1973.

WITNESS:

X Raymond M. McKeown
X Charlotte V. McKeown

STATE OF OREGON

County of Coos } ss.

On this 24th day of March, 1973, before me, the undersigned officer, personally appeared Raymond M. McKeown and Charlotte V. McKeown to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Charlies E. Allen
Notary Public for Oregon

My Commission Expires: April 30-1973

73-3-83568
State of Oregon
County of Coos
I hereby certify that the within instrument was filed for record

MAR 28 9 38 AM '73

and recorded in Book of Records
Microfilm Reel No. 73-3-83568
of said County.
WITNESS my hand and Seal of County affixed
Ray F. Crabtree, Coos County Clerk
By [Signature] Deputy

Return to Allen
Fee 2.00

APR 4 1973

STATE OF Illinois 73-4-83890

COUNTY OF _____

Be it remembered that on this _____ day of _____, 19____

before me, the undersigned, a Notary Public _____ to me so that he, the said _____

_____ a corporate instrument is the corporate seal of said _____ signed and sealed in behalf of said corpo _____ and the said _____

acknowledged said instrument to be the fri _____ IN WITNESS WHEREOF, I have hereunto : day and year last above in this certified

73-4-83889-90
State of Illinois
County of Cook
I hereby certify that the within instrument was filed for record
APR 4 9 47 PM '73

and recorded in Book of Records _____
Microfilm Serial No. _____
73-4-53889-90
of said County.
WITNESS my hand and Seal of County _____
Notary Public, Cook County Clerk
By _____
Return to Financial Telephone
Box 829
Notary Fee 4.00

(Notary Seal) My Commission Expires _____

STATE OF Illinois
COUNTY OF Cook

Be it remembered that on this 29th day of March, 1973 before me, the undersigned, a Notary Public, appeared Raymond M. and S. V. McKean to me personally known to be the identical person described in and who executed the within and foregoing instrument _____, and acknowledged to me that _____ executed the same freely and voluntarily and for the uses and purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and Notary Seal the date and year last above herein written.

Raymond E. L. L...
Notary Public for Illinois
My Commission Expires April 30-1979

(Notary Seal)

83890

APR 4 1973

Form No. 4366 MW
(5-68)

EP160

73-4-83889

MAR

Recorded _____
Plant Records by _____

653-285943

RIGHT OF WAY EASEMENT

THE GRANTOR s. Raymond H. & C. Y. McKee

130 W. Central, Coos Bay, Oregon 97420

one dollar

For a valuable consideration convey s and warrant s to General Telephone Company of the Northwest, Inc. a corporation, and to _____ a corporation, and their successors or assigns, and licensees and other persons who may be authorized by General Telephone Company of the Northwest, Inc., a perpetual right of way and easement over, under, above, and across the following described property, situated in the _____ Coos _____

STATE of Oregon TO WIT That portion of Section 11,

Township 24 South, Range 13 West of the Willamette Meridian known as Tax Lot

#1648-1

Specifically to bury telephone cable in private road that crosses the above
described property.

Together with the right to install, inspect, and maintain all of the facilities necessary to provide communication service, _____ located _____ said right of way and easement, _____

Witness _____ hand _____ this _____ day of _____, 19 _____

Grantor Raymond H. & C. Y. McKee

Grantor C. Y. McKee

Grantor _____

Mortgages _____

(Corporate Seal)

original

By _____

Handwritten initials in a box: *U*, *W*

APR 4 1973
83889

APR 4 1973