# LAND USE PERMIT APPLICATION – BALANCE OF COUNTY COOS COUNTY PLANNING DEPARTMENT

COMPLE	ETED BY STAFF		
Received By:	☐ COMP PLAN AMENDMENT ☐ ZONE CHANGE ☐ TEXT AMENEDMENT		
Date Submitted: 4519	CONDITIONAL USE REVIEW  HEARINGS BODY		
Application No.: P-19-008	ADMINISTRATIVE		
Fee: \$1785, DO	│		
H1700 00	☐ HAZARD REVIEW * ☐ FARM OR FOREST REVIEW *		
Fee Paid:	FAMILY/MEDICAL HARDSHIP*		
Receipt No.:	☐ HOME OCCUPATION/COTTAGE INDUSTRY  *Supplemental Application required		
recorpt iton	STAFF NOTES:		
Please type or clearly print all of the requested in supplemental application for if required.			
I. APPLICANT Name: Bash Residential, LLC	II. OWNER(S) Name: Bash Residential, LLC		
Mailing Address:	Mailing Address:12600 SW 72 <sup>ND</sup> Ave., Suite #140		
City State Zip	City: Tigard State: OR Zip: 97223		
Daytime Phone Daytime Phone: 503-413-9815			
Email: Email:			
III. PROPERTY - If multiple properties are part of this review please check here  and attached a separate sheet with property information.			
Location or Address: 92644 Cape Arago Hwy			
No. Acreage 0.40	Tax Acct. 372800		
Township: Range: Section: 1/4 Section:	1/16 Section: Tax lot:		
25S 13W 30 A	В400		
Zone: Controlled Development Water Serv	vice Type: Coos Bay-North Bend Water Board		
Sewage Disposal Type:Charleston Sanitation			
School District: Coos Bay Fire	e District: Charleston		
IV. REQUEST SUMMARY (Example: "To establish a template dwelling in the Forest Zoning District.")			

V. ATTACHED WRITTEN STATEMENT. With all land use applications, the "burden of proof" is on the applicant. It is important that you provide information that clearly describes the nature of the request and indicates how the proposal complies with all of the applicable criteria within the Coos County Zoning and Land Development Ordinance (CCZLDO). You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete. A planner will explain which sections of the Ordinance pertain to your specific request. The information described below is required at the time you submit your application. The processing of your application does not begin until the application is determined to be complete. An incomplete application will postpone the decision, or may result in denial of the request. Please mark the items below to ensure your submittal is complete.

pr	olication Check List: Please make off all steps as you complete them.
A.	A written statement of intent, attached to this application, with necessary supporting
	evidence which fully and factually describes the following:
	1. A complete explanation of how the request complies with the applicable provisions
	and criteria in the Zoning Ordinance. A planner will explain which sections of the
	Ordinance pertain to your specific request. You must address each of the Ordinance
	criteria on a point-by-point basis in order for this application to be deemed complete.
	2. A description of the property in question, including, but not limited to the following:
	size, vegetation, crops grown, access, existing buildings, topography, etc.
	3. A complete description of the request, including any new structures proposed.
	4. If applicable, documentation from sewer and water district showing availability for
	connection.
В.	A plot plan (map) of the property. Please indicate the following on your plot plan:
	1. Location of all existing and proposed buildings and structures
	2. Existing County Road, public right-of-way or other means of legal access
	3. Location of any existing septic systems and designated repair areas
	4. Limits of 100-year floodplain elevation (if applicable)
	5. Vegetation on the property
	6. Location of any outstanding physical features
	7. Location and description (paved, gravel, etc.) of vehicular access to the dwelling
	location
C.	A copy of the current deed, including the legal description, of the subject property.
	Copies may be obtained at the Coos County Clerk's Office.

I certify that this application and its related documents are accurate to the best of my knowledge. I am aware that there is an appeal period following the date of the Planning Director's decision on this land use action. I understand that the signature on this application authorizes representatives of the Coos County Planning Department to enter upon the subject property to gather information pertinent to this request. If the application is signed by an agent, the owner's written authorization must be attached.

If this application is refereed directly to a hearings officer or hearings body I understand that I am obligated to pay the additional fees incurred as part of the conditions of approval. I understand that I/we are not acting on the county's behalf and any fee that is a result of complying with any conditions of approval is the applicants/property owner responsibility. I understand that conditions of approval are required to be complied with at all time and an violation of such conditions may result in a revocation of this permit.

# Coos County Planning Land Division Supplemental Application

VI.	I. Additional Information Required –		
	1. Lien holder(s) name: N/A		
	2.	List of Easements and type: MR# 87-5-4058 - Maintenance Easement	
	3.	Covenants or Deed Restrictions that apply: N/A	
	4.	Legal Access and maintenance agreements: Property Abutts Cape Arago Highway	
AlA	5.	Is the subject property part of an existing plat (partition or subdivision) \( \subseteq \text{Yes, answer the following:} \) a. What year was the plat recorded; and b. Was it part of a \( \subseteq \) partition or \( \subseteq \) subdivision? Remember if property that has been partitioned or was part of a partition within the prior three years then the partition shall be reviewed pursuant to subdivision criteria.	
	6.	Does the property current have ✓ water, ✓ sewer or on-site septic, ☐ Development?	
	7.	Is the applicant requesting the Planning Director to waive the water requirements $\square$ yes $\boxed{\checkmark}$ no, and if yes please explain why.	
	8.	Are there natural hazards that apply to this property? Select One  Tsnumi	
	9.	Is any portion of this property located within the Coastal Shoreland Boundary or Estuary? If so this shall be indicated on the plat. If within a CSB there will be additiona site development criteria that apply. No	
	10.	Is this property with the Beaches and Dunes? If so, this feature shall be identified and a noted that additional criteria may apply. No	
VII.	incomp Coos C a.	al Outline of process – If there is missing information the application will be deemed plete. The following is a general outline of the process for the review of land divisions in County:  Application is filed and reviewed for completeness pursuant to §5.0.200;  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;	

- c. 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;
- d. 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;
- e. Applicant constructs or bonds for required improvements;
- f. County Roadmaster inspects construction unless improvements are bonded;
- g. Applicant submits final plat after all conditions of approval have been completed;
- h. Planning Department coordinates review of final plat by affected County Departments;
- i. Board of Commissioners reviews final plats for subdivisions and for partitions proposing public dedications;
- Planning Director reviews final plats for partitions not proposing public dedications; and
- k. 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)

#### VIII. 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').
  - d. If the tentative plat requirements have not been met the application will be deemed incomplete until the maps have been correct and at that time the Technical Review Committee meeting will be scheduled.

## 2. Info

a.

rmati	on required for tentative plat.
All L	and Divisions
\ \ \	North arrow, scale and date of the drawing.
$   \overline{\mathbf{V}} $	Appropriate identification clearly stating the map is a tentative plat.
✓	Names and addresses of the landowners, subdivider/partitioner and the engineer,
	surveyor, land planner or landscape architect responsible for designing.
$\checkmark$	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)].
$\checkmark$	The boundary line (accurate in scale) of the tract to be divided and approximate
	acreage of the property.
V	Contours with intervals of forty (40) feet or less referred to United States Geological
	Survey (or mean sea level) datum.
$\checkmark$	The names of adjacent subdivisions or the names of recorded owners of adjoining
	parcels of unsubdivided land.
<b>V</b>	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.

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.
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.
Easements, together with their dimensions, purpose and restrictions on use.
Zoning classification of the land and Comprehensive Plan map designation.
Draft of proposed restrictions and covenants affecting the plat if applicable. If not
applicable indicate that on the form.
Predominant natural features such as water courses and their flows, marshes, rock
outcropping, and areas subject to flooding, sliding or other natural hazards.
Applicable natural hazards may be verified with planning staff.
Applicable liatural liazards may be verified with planning starr.  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 – Shall include the following additional information:
The proposed name of the subdivision must be on the plat.
The proposed street pattern or layout showing the name and widths of proposed streets
and alleys.
Private streets and all restrictions or reservations relating to such private streets.
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.
Parks, playgrounds, recreation areas, parkways, and open space for public use, clearly
identified.
☐ The location of existing or proposed bicycle and/or pedestrian facilities if required
under Article VII of this Ordinance.
Proposed means and location of sewage disposal and water supply systems.
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:

3.

- 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.
- IX. Criteria: The following criteria will need to be addressed:

- a. A decision on the tentative land division plan application shall be made and notices shall be processed as required in Chapter 5.0 of this ordinance.
- b. The preliminary plan shall be approved if the Approving Authority finds the following:
  - i. The information required by this Article has been provided;
  - ii. The design and development standards of Chapter 6 have been met;
  - iii. Applicable transportation standards in chapter VII have been or will be complied with;
  - iv. Minimum parcel/lot sizes and requirements have been complied with for the zoning district.
  - v. If the preliminary plan provides for development in more than one phase, then Approving Authority makes findings and conclusions that such phasing is necessary due to the nature of the development, and that the applicant will be able to comply with the proposed time limitations.
  - vi. In granting tentative approval, the Approving Authority may impose conditions of approval deemed necessary to carry out the Comprehensive Plan and the provisions of this ordinance. Such conditions may include the construction of offsite public improvements, or money equivalent, deemed necessary, either immediately or in the future, as a result of the proposed development and shall be reasonably conceived to fulfill public needs emanating from the proposed development in the following respects:
    - i. Protection of the public from the potentially deleterious effects of the proposed development; or
    - ii. Fulfillment of the need for public service demands created by the proposed development,
- c. Conditional Approval. The Planning Director may impose special conditions upon the approval of a tentative plan when it is established that such conditions are necessary to protect health, safety or welfare. Conditions may include but are not limited to the following:
  - i. roadway and plat design modifications:
  - ii. utility design modifications;
  - iii. conditions deemed necessary to provide safeguards against documented geologic hazards; and/or
  - iv. Other conditions deemed necessary to implement the objectives of the Comprehensive Plan.

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

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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.

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

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

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

i Ai	
Applicant(s) Original Signature	Applicant(s) Original Signature
5/21/2019	
Date	Date

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



## PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Ticor Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned



300 W Anderson, Coos Bay, OR 97420 (541)269-5127 FAX (541)269-7583

## PRELIMINARY REPORT

TITLE OFFICER: Janice Devereux

ORDER NO.: 360619026098

janice.devereux@ticortitle.com

TO: Fidelity National Title of Oregon 3007 North Delta Highway #206 Eugene, OR 97408

OWNER/SELLER: Carrington Mortgage Services, LLC

BUYER/BORROWER: Bash Residential, LLC

PROPERTY ADDRESS: 92644 Cape Arago Hwy, Coos Bay, OR 97420

## EFFECTIVE DATE: January 14, 2019, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<b>AMOUNT</b>	 PREMIUM
ALTA Owner's Policy 2006	\$ 103,000.00	\$ 458.00
Owner's Standard		
ALTA Loan Policy 2006	\$ 103,000.00	\$ 237.00
Extended Lender's		
OTIRO 209.10-06 - Restrictions, Encroachments, Minerals - Current Violations (ALTA 9.10-06)		\$ 100.00
OTIRO 222-06 - Location (ALTA 22-06)		\$ 0.00
OTIRO 208.1-06 - Environmental Protection Lien (ALTA 8.1-06)		\$ 0.00
OTIRO 207-06 - Manufactured Housing Unit (ALTA 7-06)		\$ 50.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Ronald K. Lindquester, an estate in fee simple

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF COOS, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

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

# **EXHIBIT "A"**

**Legal Description** 

Beginning at a point on the Easterly boundary of the State Highway through Section 30, Township 25 South, Range 13 West, of the Willamette Meridian, Coos County, Oregon, from which point the Southwest corner of the said Section 30 bears South 33° 30 ¼ ' West for a distance of 5326.05 feet; thence North 37° 05' East 100 feet to the true point of beginning of the parcel herein described; thence South 66° 26' East 175.92 feet; thence North 6° 25' East 75.90 feet; thence North 22° 20' West 121 .08 feet; thence North 52° 55' West 28.17 feet to a point on the Easterly boundary of the State Highway; thence along said Easterly boundary of said Highway South 37° 05' West 168.05 feet to the true point of beginning.

# AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

#### **GENERAL 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. Regulations, levies, liens, assessments, rights of way and easements of Charleston Sanitary District.
- 7. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
- 8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:

Lois M. Dahl

Recording Date:

August 19, 1987

Recording No:

87-5-4058

A pending court action as disclosed by a recorded lis pendens notice:

Plaintiff:

Carrington Mortgage Services, LLC

Defendant:

Ronald K. Lindquester; Capital one Bank (USA) NA; Western Mercantile Agency,

Inc.; and persons or parties unknown claiming any right, title, lien, or interest

County:

Coos

Court:

Circuit Court

Case No.: Attorney: 16CV22995

Recording Date:

Craig Peterson, OSB# 120365 July 21, 2016

Recording No:

2016-006179

10. A judgment in the Circuit Court for Coos County, for the amount(s) herein stated and any other amounts due:

Entered:

October 14, 2016

Case No.:

16CV22995

Against:

Ronald K. Lindquester; Capital One Bank (USA) NA: Western Mercantile

Agency, Inc.

In Favor of:

Carrington Mortgage Services, LLC

Amount(s):

\$184210.22

Attorney for Creditor:

Robinson Tait, P.S.

Said judgment arises out of foreclosure of that certain Trust Deed

Recorded:

September 30, 2008

Recording No.:

2008-10141

And retains the priority thereof.

Said judgment includes a declaration of the debt but does not include a money award.

A Notice of Pendency of the foreclosure was

Recorded:

July 21, 2016

Recording No.:

2016-6179

Equitable rights of redemption regarding above judgment of foreclosure.

A certified copy or abstract of a writ of execution, directing the sheriff to sell the subject property was

Recorded:

November 29, 2016

Recording No.:

2016-10474

A Return on writ of execution levied upon the interest of the judgment debtor shown below

Debtor:

Ronald K. Lindquester

Creditor: Date entered: Carrington Mortgage Services, LLC

County:

March 15, 2018

Coos

Court:

Circuit

Case No.:

16CV22995

Amount:

\$108,680.00

11. A judgment, for the amount shown below, and any other amounts due:

Amount:

\$634.61

Debtor:

Ronald Lindquester

Creditor: Date entered: Western Mercantile Agency Inc.

County:

January 31, 2012

Court:

Coos

Case No.:

Circuit 11BC2191

This judgment was transcribed on January 31, 2012.

12. A judgment, for the amount shown below, and any other amounts due:

Amount:

\$7,531.97

Debtor:

Ronald Lindquester

Creditor:

Capital One Bank USA NA

Date entered:

June 4, 2012

County:

Coos

Court:

Circuit 12CV0281

Case No.: 12CV0281

13. The Company will require the following documents for review prior to the issuance of any title insurance

predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Bash Residential, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

14. 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.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

15. 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.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

16. Furnish recording instructions with the documents to be recorded in this transaction. Said instructions must address each requirement made herein, list any endorsements to be issued with the policy and specify the recording order of any documents furnished.

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

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

#### ADDITIONAL REQUIREMENTS/NOTES:

- A. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- B. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Bash Residential, LLC

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

Fiscal Year:

2018-2019

Amount:

\$3,642.64

Levy Code:

0927

Account No.:

372800

Map No.:

25S1330AB00400

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.

D. An application for de-titling the manufactured home from personal property to real property has been approved, as disclosed by application:

Recording Date: November 2, 2009

Recording No: 2009-11020

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

Grantor:

Ronald K. Lindquester, who acquired title as R. K. Lindquester, an estate in fee

simple

Grantee:

Ronald K. Lindquester, an estate in fee simple

Recording Date:

September 30, 2008

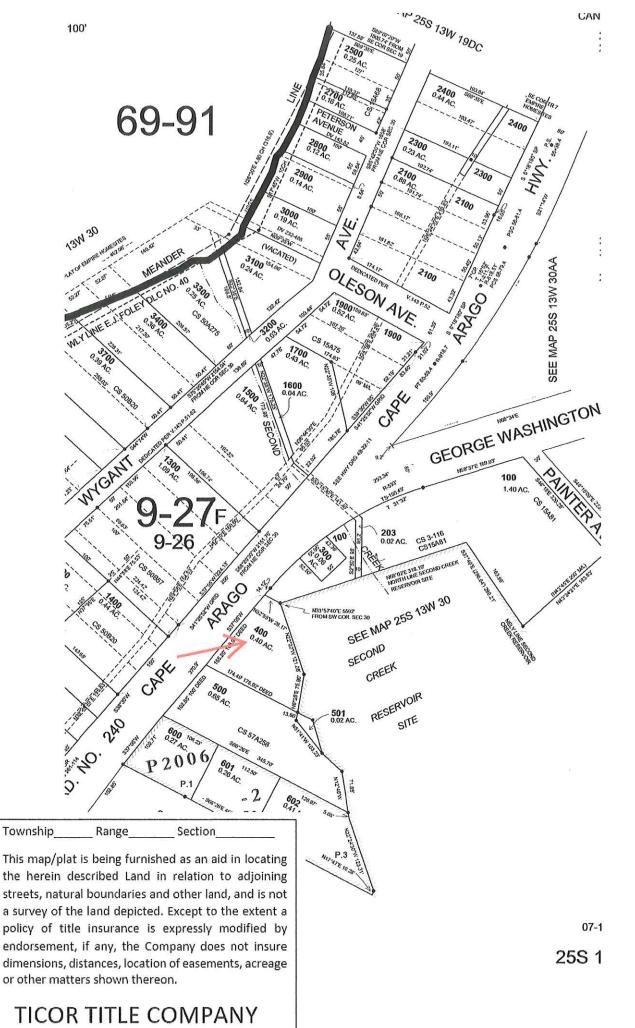
Recording No:

2008-10140

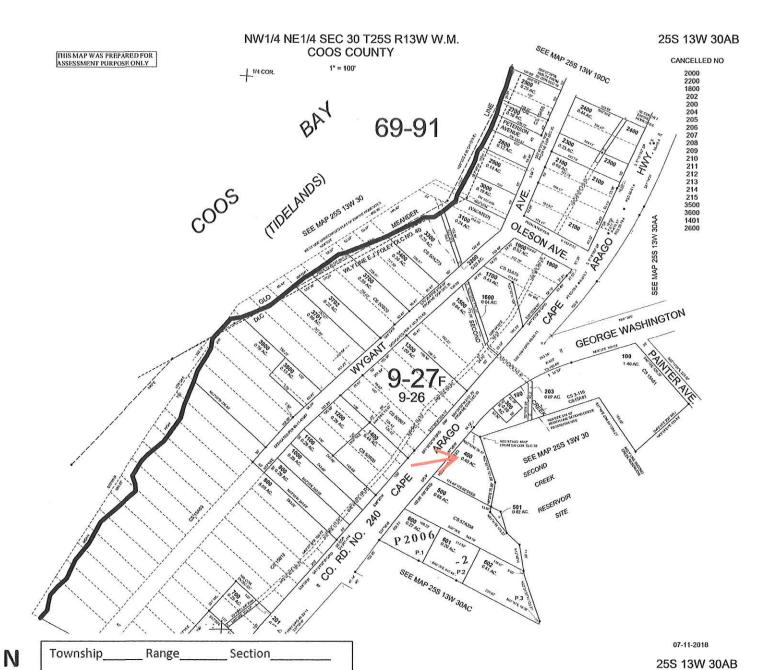
F. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

- G. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- H. Note: Effective January 1, 2008, Chapter 864, Oregon Laws 2007 mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please read the Information for Sellers flyer that accompanies this report. Unless the seller completes a form qualify him/her for a lessser amount or an exemption, escrow may be required by law to withhold 4% of the sale price and foward it to the Oregon Department of Revenue.
- I. Recording charge (per document) for a transaction:
  First Page: \$86.00 Each additional page: \$5.00
  eFiling Fee per document: \$5.00

NOTE: A multiple transaction document bears an additional \$5.00 charge for each additional transaction. A document that fails to conform to certain formatting and page one requirements bears an additional \$20.00 charge.



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

TICOR TITLE COMPANY

#### **EXHIBIT ONE**

#### 2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions or location of any improvement erected on the land;

(iii) the subdivision of land; or

- (iv) environmental protection; or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided
- under Covered Risk 5.

  (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

  Rights of eminent domain. This Exclusion does not modify or limit the coverage
- provided under Covered Risk 7 or 8.

Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed or agreed to by the Insured Claimant;

(b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- (e) resulting in loss or damage that would not have been sustained if the insured
- Claimant had paid value for the insured Mortgage.

  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the insured Mortgage, is

(a) a fraudulent conveyance or fraudulent transfer, or

- (b) a preferential transfer for any reason not stated in the Covered Risk 13(b) of this
- policy.

  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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.
- 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.
- Easements, or claims of easement, 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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

#### 2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to

(i) the occupancy, use, or enjoyment of the Land;(ii) the character, dimensions or location of any improvement erected on the land;

(iii) the subdivision of land; or

- (iv) environmental protection; or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided
- under Covered Risk 5.

  (b) Any governmental police power, This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

  Rights of eminent domain, This Exclusion does not modify or limit the coverage
- provided under Covered Risk 7 or 8.
  Defects, liens, encumbrances, adverse claims, or other matters
- - (a) created, suffered, assumed or agreed to by the insured Claimant;

(b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

- (d) allaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  (e) resulting in loss or damage that would not have been sustained if the insured
- Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the insured Mortgage, is

- (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

## SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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.
- 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.
- Easements, or claims of easement, 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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" Includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

## **WIRE FRAUD ALERT**

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- NEVER RELY on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party
  who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions,
  use phone numbers you have called before or can otherwise verify. Obtain the number of relevant parties to the
  transaction as soon as an escrow account is opened. DO NOT send an email to verify as the email address may
  be incorrect or the email may be intercepted by the fraudster.
- USE COMPLEX EMAIL PASSWORDS that employ a combination of mixed case, numbers, and symbols. Make your
  passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same
  password for other online accounts.
- USE MULTI-FACTOR AUTHENTICATION for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

http://www.fbi.gov

Internet Crime Complain Center:

http://www.ic3.gov

# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

#### Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

<u>Personal Information</u>. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- · demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- · financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

<u>Browsing Information</u>. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- · domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

#### How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

#### How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

#### Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

#### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

#### When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you:
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

## Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

## **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

<u>For Nevada Residents</u>: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

<u>For Vermont Residents</u>: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

#### Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

## FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

## Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

#### Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to <a href="mailto:privacy@fnf.com">privacy@fnf.com</a>, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer COOS COUNTY, OREGON 2019-01832 \$101.00 03/06/2019 11:35:00 AM DEBBIE HELLER, CCC, COOS COUNTY CLERK Pgs=4

RECORDING REQUESTED BY:
Fidelity National Title

3007 North Delta Hwy., Ste 206 Eugene, OR 97408

**GRANTOR'S NAME:** 

Carrington Mortgage Services, LLC, a Deleware fimited liability company

**GRANTEE'S NAME:** 

limited -

Bash Residential, LLC, an Oregon liminted liability company

AFTER RECORDING RETURN TO:

Bash Residential, LLC, an Oregon ilminted liability company 12774 SW 132nd Avenue Tigard, OR 97223

SEND TAX STATEMENTS TO:

Bash Residential, LLC, an Oregon liminted liability company 12774 SW 132nd Avenue Tigard, OR 97223

372800 and 25S1330A800400 92644 Capa Arago Highway, Coos Bay, OR 97420

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED - STATUTORY FORM

(INDIVIDUAL or CORPORATION)

Carrington Mortgage Services, LLC, a Deleware limited liability company who acquired title as Carrington Mortgage Services, LLC, Grantor, conveys and specially warrants to Bash Residential, LLC, an Oregon ilminted-liability company, Grantee, the following described real property free and clear of encumbrances and claims created or suffered by the grantor or by any predecessor in interest to grantor as beneficiary, assignee, or nominee, or the trustee or successor trustee under that certain trust deed recorded in Coos County, Instrument No. 2008-10141, except as specifically set forth below:

Beginning et a point on the Easterly boundary of the State Highway through Section 30, Township 25 South, Range 13 West, of the Willamette Meridian, Coos County, Oregon, from which point the Southwest corner of the said Section 30 bears South 33° 30 ¼ ' West for a distance of 5326.05 feet; thence North 37° 05' East 100 feet to the true point of beginning of the parcel herein described; thence South 66° 26' East 175.92 feet; thence North 6° 25' East 75.90 feet; thence North 22° 20' West 121.08 feet; thence North 52° 55' West 28.17 feet to a point on the Easterly boundary of the State Highway; thence along said Easterly boundary of said Highway South 37° 05' West 188.05 feet to the true point of beginning.

The true consideration for this conveyance is One Hundred Three Thousand And No/100 Dollars (\$103,000.00). Subject to:

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

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

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Deed (Statutory Special Warranty - REO) Legal ORD1365.doc / Updated: 05.01.17

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Page 1

## SPECIAL WARRANTY DEED - STATUTORY FORM

(continued)

IN WITNESS WHEREOF, the undersigned have execu-	ted this document on the date(s) set forth below.
Dated: March 4.2019	
/h	
Carrington Mortgage Services, L.C a Deleware limited	l liability company
BY: 1/////	
Authorized alases and Title	Brian Cox
State of Manage	Brian Cox Br, Foreclosure Operations
otato or	Operations
County of	
This instrument was acknowledged before me on	
byas	of Carrington Mortgage Services,
LLC,	
	4-1
Notary Public - State of	fle attached
	fli an the
My Commission Expires:	t,

Deed (Statutory Special Warranty - REO) Legal ORD1385.doc / Updated: 05.01.17

Page 2

THE STATE OF THE S

Printed: 02.25.19 @ 03:51 PM by KB OR-FT-FEUG-01520.470003-60221900204 A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## CALIFORNIA ALL - PURPOSE

## CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 03/04/2019 before me, Dana A. Rosas, Notary Public, personally appeared, Brian Cox, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  Signature DANA A. ROSAS, NOTARY PUB	DANA A ROSAS  Notary Public - Callifornia Orarge County Commission = 2222699  Aly Commission = 2222699  (Seal)
ADDITIONAL O	PTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT	INSTRUCTIONS FOR COMPLETING THIS FORM Any achieved gment completed in California must contain verbiage exactly as appears above in the notary section or a separate achieveledgment form must be properly completed and anached to that document. The only exception is if a
(Title or description of attached document)	document is to be recorded outside of California. In such instances, any alternative acknowledgment verblage as may be printed on such a document so long as the verblage does not require the notary to do something that is illogal for a notary in California (i.e. certifying the authorized capacity of the signey. Please check the
(Title or description of attached document continued)	document carefully for proper notarial wording and attach this form if required.
Number of Pages Document Date	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> </ul>
(Additional information)	<ul> <li>The normy public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> </ul>

(Additional information)	
CARAC	ITY CLAIMED BY THE SIGNER
	Individual (s)
	Corporate Officer
	(Tale)
	Partner(s)
	Attorney-in-Fact
	Trustee(s)
	Other

Print the name(s) of document signer(s) who personally appear at the time of

notarization.

Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. haddhofthey- is face) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.

The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression amadges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.

Signature of the notary public must match the signature on file with the office of the contatt velet.

the county clede.

Additional information is not required but could help to ensure this

- acknowledgment is not minused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate title capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

## EXHIBIT "A" Exceptions

#### Subject to:

- Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.

  Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Lois M. Dahl
  Recording Date: August 19, 1987
  Recording No: 87-5-4058 2.

Deed (Statutory Special Warranty - REO) Legal ORD1385,doc / Updated: 05,01,17

#### MAINTENANCE EASEMENT

K.P. LINDQUESTER and HELEN LINDQUESTER, husband and wife, Grantors, convey to LOIS M. DAHL, surviving spouse of RAY A. DAHL, deceased, Grantee, her heirs, successors and assigns, a non-exclusive easement, subject to liens and encumbrances of record, if any, to use a strip of land, three (3) feet wide by forty-seven (47) feet long, as a means of access for maintaining improvements on Grantee's adjacent property for the reason that said improvements are so close to the property line as to leave insufficient room to maintain them without going onto Grantors' property.

A more exact description of the easement is as follows:

Grantors own property described in a Deed to them dated December 30, 1975, and recorded July 12, 1976, as microfilm reel no. 76-7-10151, records of Coos County, Oregon. Grantee owns adjacent property described in a Deed to her and her late husband recorded in reel 203 at page 185, Deed Records of Coos County, Oregon. This easement commences at the Northeast corner of the boundary between Grantors' and Grantee's properties described above and extents in a Westerly direction and parallel to the parties' mutual boundary a distance of forty-seven (47) feet and is three (3) feet in width, said three (3) feet being located on Grantors' property.

Grantee agrees to maintain a locked gate at the Westerly end of said easement to control access to the area covered by the easement and Grantee is to be responsible for keeping the gate locked, except when access is required for the purpose of inspection and maintenance of the improvements on Grantee's property.

This easement is to be appurtenant to the Grantee's property described above.

No monetary consideration has been given or paid for this conveyance.

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.

K. F. LINDQUESTER

LOIS M. DAHL

HELEN LINDOUDSTER

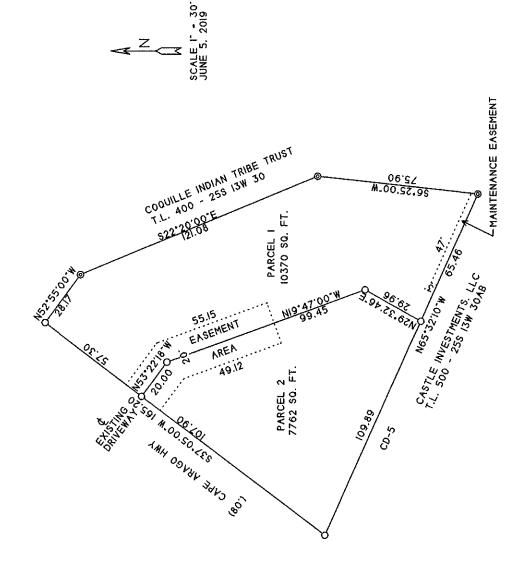
MAINTENANCE BASEMENT - 1

County of Coos )	
DATED this 12th day of	August, 1987.
Personally appeare HELEN LINDQUESTER, and be their voluntary act a	d the above named K.P. LINDQUESTER and acknowledged the foregoing instrument to and deed.
OTARY	NOTARY PUBLIC FOR OREGON
EVATE OF CARGON ) ss.	My comm. expires: 6.8-90
DATED this 14th day of	August, 1987.
Personally appears acknowledged the foregoideed.	ed the above named LOIS M. DAHL, and ing instrument to be her voluntary act and
BEFORE ME:	NOTARY PUBLIC FOR OREGON My comm. expires: 4-17-90
PUDI-IC	
· ·	State of Oregon 87-5-4058
- ,	within instrument was filed for record at  By  By  May Ann Wilson, County Clerk, certify the
	#pages — Deputy

MAINTENANCE RASEMENT - 2

STATE OF OREGON

TENTATIVE PARTITION - LOCATED IN THE NWI/4 NEI/4 SEC. 30. T.25S.. R.I3W.. W.M.. COOS COUNTY. OREGON (T.L. 400 - 25S I3W 30AB - ACCT.# 372800 - 0.40 AC.)



PREPARED FOR:
BASH RESIDENTIAL, LLC
12600 SW 72ND AVE.. SUITE #140
TIGARD, OR 97223

PREPARED BY:

MULKINS & RAMBO. LLC P.O. BOX 809 NORTH BEND. OR 97459

REGISTERED PROFESSIONAL LAND SURVEYOR OREGON JULY 14398 TROY J. RAMBO 2865

PROPERTY SUBJECT TO

SETBACKS - FRONT - 20: SIDE & REAR 5' NATURAL HAZARD TSUNAMI MR\* 87-5-4058 - MAINTENANCE EASEMENT

LEGEND

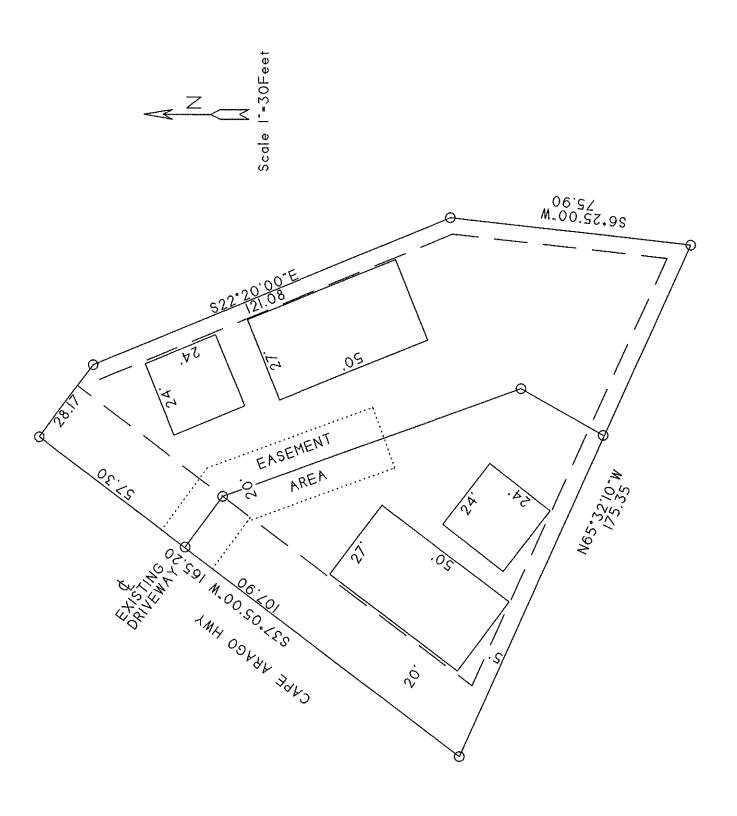
@ RECORD CORNERS

O PROPOSED CORNERS

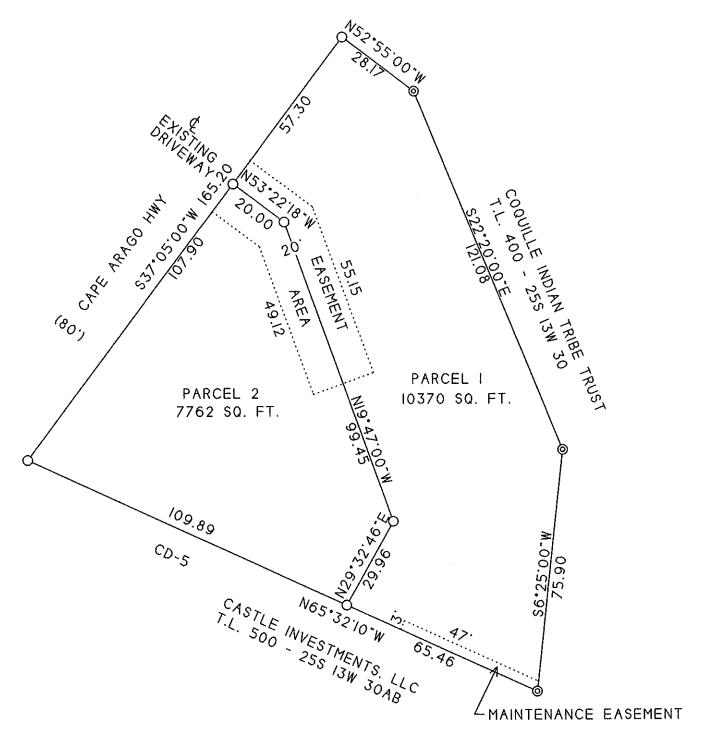
NOTES

ZONING - UR-2

EXISTING LAND USE - VACANT



TENTATIVE PARTITION - LOCATED IN THE NWI/4 NEI/4 SEC. 30. T.25S., R.I3W., W.M., COOS COUNTY, OREGON (T.L. 400 - 25S I3W 30AB - ACCT.# 372800 - 0.40 AC.)



SCALE 1" - 30'
JUNE 5. 2019

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OREGON
JULY 14.1998
TROY J. RAMBO
2865

RENEWAL 12-31-18

## PROPERTY SUBJECT TO

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MR# 87-5-4058 - MAINTENANCE EASEMENT

## LEGEND

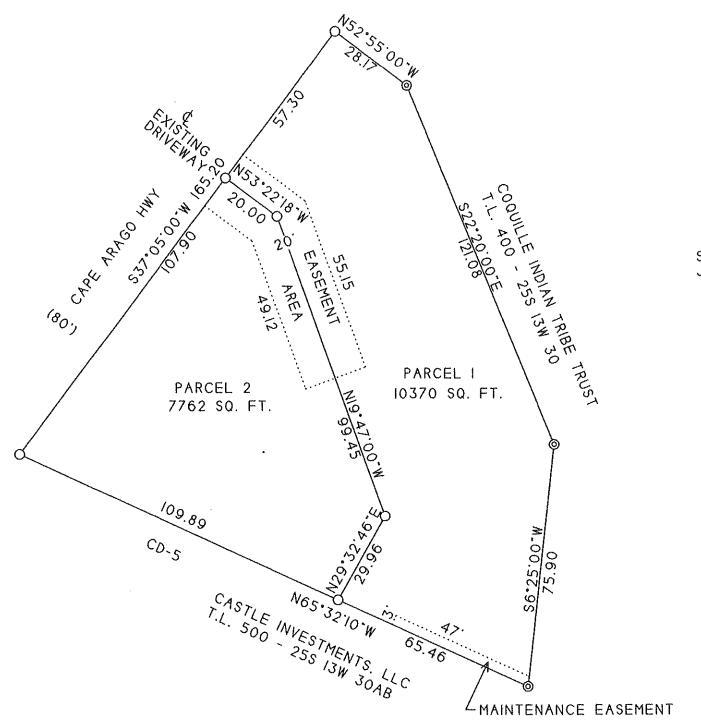
- O PROPOSED CORNERS

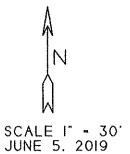
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REGISTERED
PROFESSIONAL
LAND SURVEYOR

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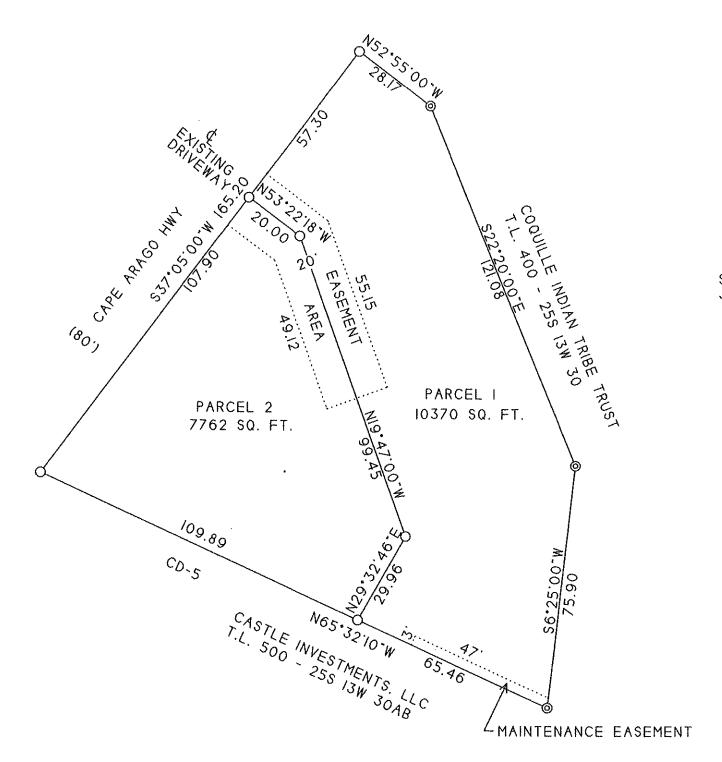
- @ RECORD CORNERS
- O PROPOSED CORNERS

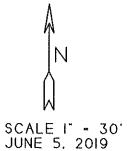
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## LEGEND

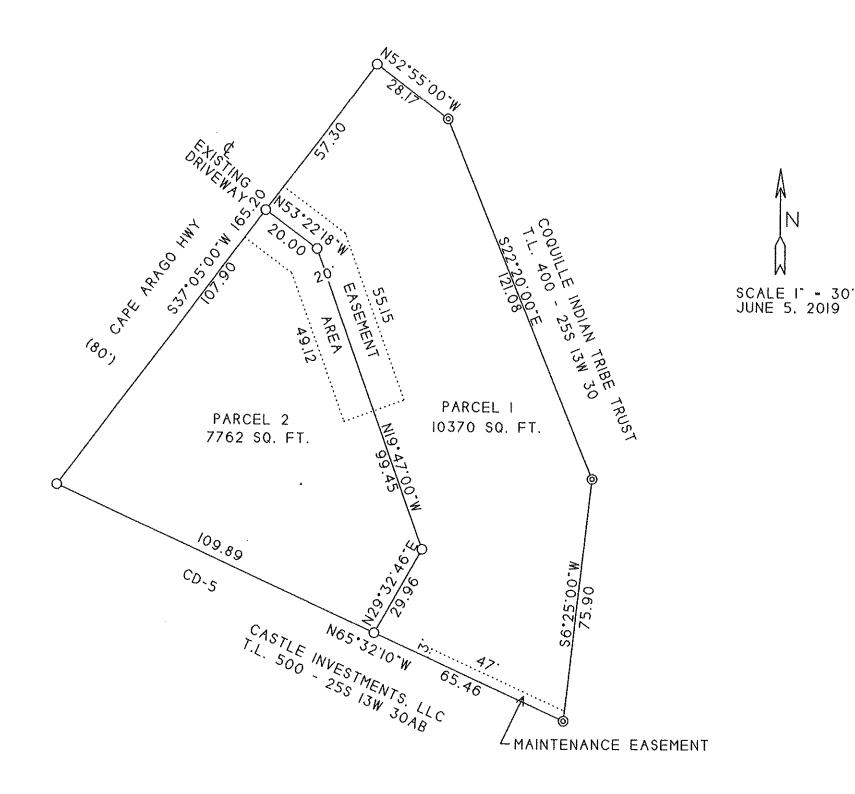
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MR# 87-5-4058 - MAINTENANCE EASEMENT

## LEGEND

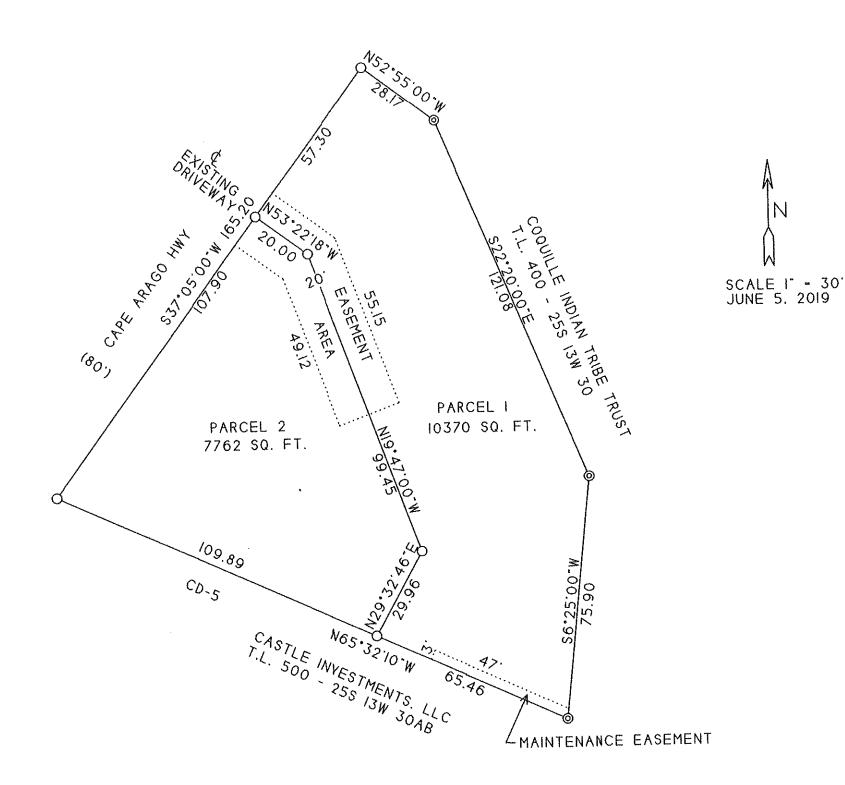
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