



Coos County Planning  
Land Division Application

File No. P-19-010

**Base & Tentative**

Receipt No. 209967  
Check No./Cash 12901  
Date 6-19-19  
Received by [Signature]  
Planning Fee \$1530  
Road Fee \$250

**Final Plats**

Receipt No. \_\_\_\_\_  
Check No./Cash \_\_\_\_\_  
Date \_\_\_\_\_  
Received by \_\_\_\_\_  
Fee Received \_\_\_\_\_

**A. Applicant:**

Name: William H & Pamela J Hitner Revocable Trusts Telephone: 541-572-3483  
Address: PO Box 635  
City: Myrtle Point State: OR Zip Code: 97458

**B. Owner:**

Name: William H & Pamela J Hitner Revocable Trusts Telephone: 541-572-3483  
Address: PO Box 635  
City: Myrtle Point State: OR Zip Code: 97458

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

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

**D. Description of Property:**

Township 29S Range 12W Section 8 Tax Lot 100  
Tax Account 1114000 Lot Size 101.1 ac Zoning District F

**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 unsplit 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.

X  
BH

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.

X  
BH

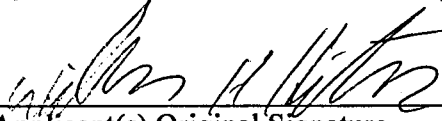
**ORS 215.416 Permit application; fees; consolidated procedures; hearings; notice; approval criteria; decision without hearing.** (1) When required or authorized by the ordinances, rules and regulations of a county, an owner of land may apply in writing to such persons as the governing body designates,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

X  
BH

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.

X  
BH

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.

  
Applicant(s) Original Signature

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

\_\_\_\_\_  
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.**



Coos County Planning  
Land Division Supplemental Application

VI. Additional Information Required –

1. Lien holder(s) name: *None*
2. List of Easements and type:  
*77-6-09217 (Pacific Power) 2000-12701 (Pacific Power) 2001-8012 (Edge Wireless)*  
*90-11-0957 (Pacific Power) 2001-1024 (US Cellular) 2012-656 (Cingular Wireless)*  
*95-06-0943 (AT&T) 2001-4805 (Pacific Power) 2009-5122 (Verizon)*
3. Covenants or Deed Restrictions that apply:  
*Waiver of Right to Object Forest Mgmt (88-08-1605)*  
*forest & farm practices mgmt covenant (2001-2217)*
4. Legal Access and maintenance agreements:  
*Property is adjacent to, and accessed by Lampa County Rd*
5. Is the subject property part of an existing plat (partition or subdivision)  Yes, answer the following:
  - a. What year was the plat recorded; and
  - b. Was it part of a  partition or  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  yes  no, and if yes please explain why.
8. Are there natural hazards that apply to this property? **Yes**  
**Landslide, Wildfire, Floodplain**
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 additional 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**

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- 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;
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- 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 REQUIREMENTS (Tentative Plan):**

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- 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. Information required for tentative plat.**

**a. All Land Divisions**

- North arrow, scale and date of the drawing.
- 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.
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- Contours with intervals of forty (40) feet or less referred to United States Geological Survey (or mean sea level) datum.
- The names of adjacent subdivisions or the names of recorded owners of adjoining parcels of unsubdivided land.
- 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.
- 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.
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IX. Criteria: The following criteria will need to be addressed:

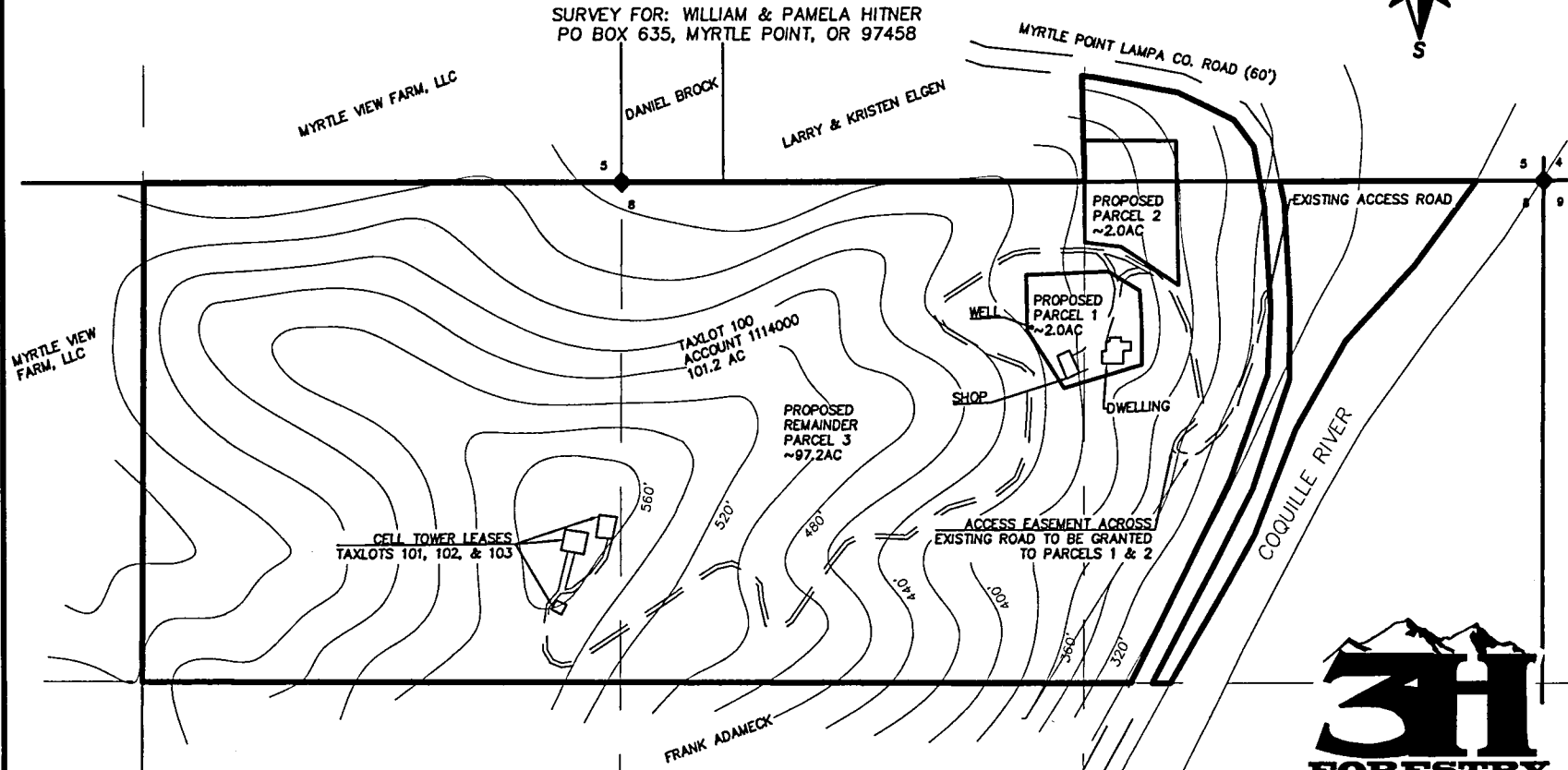
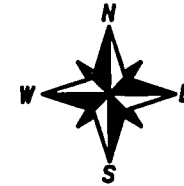
- a. A decision on the tentative land division plan application shall be made and notices shall be processed as required in Chapter 5.0 of this ordinance.
- b. The preliminary plan shall be approved if the Approving Authority finds the following:
  - i. The information required by this Article has been 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.



# TENTATIVE PLAT

LOCATED IN SECTIONS 5 & 8, TOWNSHIP 29 SOUTH, RANGE 12 WEST,  
WILLAMETTE MERIDIAN, COOS COUNTY, OREGON

SURVEY FOR: WILLIAM & PAMELA HITNER  
PO BOX 635, MYRTLE POINT, OR 97458

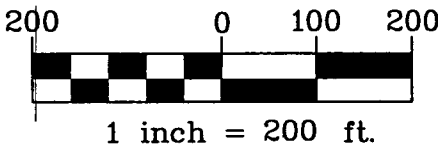


- LEGEND:**
- ◆ SECTION CORNER OR 1/4 CORNER
  - ~ ROADS
  - PROPERTY BOUNDARY
  - 16TH SECTION LINES
  - ~ 40' CONTOUR INTERVAL
  - SECTION LINE

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

**OREGON**  
March 8, 2016  
**DYLAN J. HITNER**  
84957  
EXPIRES 6/30/19

THIS TENTATIVE PLAT IS INTENDED TO SHOW A GENERAL OUTLINE OF THE PROPOSED LAND DIVISION. PARCEL DIMENSIONS HAVE BEEN APPROXIMATED FROM TAX MAPS AND PRIOR SURVEYS. THIS PLAT IS NOT INTENDED TO SHOW SURVEYED DIMENSIONS.



**3H  
FORESTRY  
& Land Management**  
541-572-3483  
54270 OLD HWY 42  
MYRTLE POINT, OR 97458

JOB NAME: OLSON MEASURE 49  
DRAWN BY: DYLAN HITNER  
DATE: 5/3/2019  
SHEET: 1 OF 1



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"):** Dylan Hitner  
PO Box 93  
Myrtle Point, OR 97458

**Customer Ref.:** Hitner  
**Order No.:** 360619027172  
**Effective Date:** May 13, 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:

William H. Hitner, Jr., as Trustee of the William H. Hitner Jr. Revocable Living Trust dated February 6, 2003 as to an undivided 50% interest and Pamela J. Hitner, as Trustee of the Pamela J. Hitner Revocable Living Trust dated February 6, 2003 as to an undivided 50% interest

**Premises.** The Property is:

**(a) Street Address:**

93952 Lampa Lane, Myrtle Point, OR 97458

**(b) Legal Description:**

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

## Part Two - Encumbrances

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

### EXCEPTIONS

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

### SPECIFIC ITEMS AND EXCEPTIONS:

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

The right, title and interest of the State of Oregon in and to any portion lying below the high water line of South Fork of the Coquille River.



10. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of South Fork of the Coquille River.
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Pacific Power and Light Company  
Recording Date: June 13, 1977  
Recording No: 77-6-09217
12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Coos County  
Purpose: Waiver of Right to Object Forest Management  
Recording Date: August 24, 1988  
Recording No: 88-08-1605
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Pacificorp, a corporation dba Pacific Power & Light Company  
Recording Date: November 24, 1990  
Recording No: 90-11-0957
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: AT&T Corp. a New York Corporation  
Recording Date: June 27, 1995  
Recording No: 95-06-0943
15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Pacificorp, an Oregon corporation  
Recording Date: December 4, 2000  
Recording No: 2000-12701
16. A memorandum of lease with certain terms, covenants, conditions and provisions set forth therein.  
  
Dated: October 26, 2000  
Lessor: Albert L. Olson and Gloria T. Olson  
Lessee: USCOC of Oregon RSA #5 Inc., a Delaware corporation dba U.S. Cellular  
Recording Date: January 31, 2001  
Recording No: 2001-1024
17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Coos County  
Purpose: Forest and Farm practices management covenant  
Recording Date: March 6, 2001  
Recording No: 2001-2217
18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Pacificorp, an Oregon corporation  
Recording Date: May 9, 2001  
Recording No: 2001-4805

19. A memorandum of lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: December 19, 2000  
Lessor: Albert L. Olson and Gloria Olson  
Lessee: Edge Wireless, LLC  
Recording Date: July 12, 2001  
Recording No: 2001-8012

A Memorandum of First Amendment to ground lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: December 13, 2011  
Lessor: Gloria Olson  
Lessee: New Cingular Wireless PCA, LLC, a Delaware limited liability company  
Recording Date: January 30, 2012  
Recording No: 2012-656

20. Final Order #07-03-150C; for compensation under Ballot Measure 37

Recording Date: March 28, 2007  
Recording No: 2007-3891

21. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of lease  
Lessor: Litchfield County Cellular, Inc.  
Lessee: Cellco Partnership dba Verizon Wireless  
Recording Date: June 1, 2009  
Recording No: 2009-5122

22. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$390,000.00  
Dated: July 24, 2012  
Trustor/Grantor: Pamela J. Hitner and William H. Hitner not personally but as Trustees on behalf of William H. Hitner, Jr. Revocable Living Trust and Pamela J. Hitner Revocable Living Trust  
Trustee: Ticor Title Insurance Company  
Beneficiary: First Community Credit Union  
Recording Date: July 27, 2012  
Recording No: 2012-6088

Assignment of Rents and Leases

Assigned to: First Community Credit Union  
Assigned by: Pamela J. Hitner and William H. Hitner not personally but as Trustees on behalf of William H. Hitner, Jr. Revocable Living Trust and Pamela J. Hitner Revocable Living Trust  
Recording Date: July 27, 2012  
Recording No: 2012-6089

23. The terms of the trust agreement under which William H. Hitner, Jr., as Trustee of the William H. Hitner Jr. Revocable Living Trust dated February 6, 2003 and Pamela J. Hitner, as Trustee of the Pamela J. Hitner Revocable Living Trust dated February 6, 2003 herein holds title.

24. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

Ticor Title Company of Oregon  
Order No. 360619027172

25. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

**End of Reported Information**

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

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

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



**EXHIBIT "A"**  
Legal Description

The NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 8, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of Government Lot 1 (NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ ) of Section 8, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying West of the South Fork of the Coquille River.

**LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

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

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

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

END OF THE LIMITATIONS OF LIABILITY



**RECORDATION REQUESTED BY:**

First Community Credit Union  
200 N. Adams  
Coquille, OR 97423

**WHEN RECORDED MAIL TO:**

First Community Credit Union  
200 N. Adams  
Coquille, OR 97423

**SEND TAX NOTICES TO:**

William H. Hitner, Jr Revocble Living Trust  
Pamela J. Hitner Revocable Living Trust  
P.O. Box 635  
Myrtle Point, OR 97458

AFTER RECORDING  
RETURN TO  
Ticor Title Insurance  
300 West Anderson Ave - Box 1075  
Coos Bay, OR 97420-0233  
360612005649

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**ASSIGNMENT OF RENTS**

**THIS ASSIGNMENT OF RENTS** dated July 24, 2012, is made and executed between Pamela J. Hitner and William H. Hitner not personally but as Trustees on behalf of William H. Hitner, Jr Revocble Living Trust; and Pamela J. Hitner Revocable Living Trust (referred to below as "Grantor") and First Community Credit Union, whose address is 200 N. Adams, Coquille, OR 97423 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Coos County, State of Oregon:

See Exhibit "ONE", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 93952 Lampa Lane, Myrtle Point, OR 97458. The Property tax identification number is 210282, 1114000, 1114002, 1114003, 1114004, 1114005, 1114090.

**THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Oregon and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

COOS COUNTY CLERK, OREGON  
TERRI L. TURI, CCC, COUNTY CLERK  
TOTAL \$66.00

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**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 3038680-155

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**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Default will occur if payment in full is not made immediately when due.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of

COOS COUNTY CLERK, OREGON  
TERRI L. TURI, CCC, COUNTY CLERK  
TOTAL \$66.00

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**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 3038680-155

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Oregon.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Coos County, State of Oregon.

**Joint and Several Liability.** All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Assignment.

**Merger.** There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all indebtedness secured by this Assignment.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means William H. Hitner, Jr Revocable Living Trust; and Pamela J. Hitner Revocable Living Trust.

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Grantor.** The word "Grantor" means William H. Hitner, Jr Revocable Living Trust; and Pamela J. Hitner Revocable Living Trust.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

**Lender.** The word "Lender" means First Community Credit Union, its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 24, 2012, in the original principal amount of \$390,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for

COOS COUNTY CLERK, OREGON  
TERRI L. TURI, CCC, COUNTY CLERK  
TOTAL \$66.00

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ASSIGNMENT OF RENTS  
(Continued)

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the promissory note or agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON JULY 24, 2012.

GRANTOR:

WILLIAM H. HITNER, JR REVOCBLE LIVING TRUST

By: William H. Hitner, Jr  
William H. Hitner, Trustee of William H. Hitner, Jr  
Revocble Living Trust

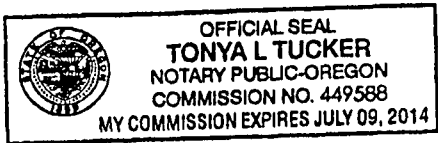
PAMELA J. HITNER REVOCABLE LIVING TRUST

By: Pamela J. Hitner  
Pamela J. Hitner, Trustee of Pamela J. Hitner  
Revocable Living Trust

TRUST ACKNOWLEDGMENT

STATE OF OR  
COUNTY OF COOS

)  
) SS  
)



On this 24 day of JULY, 2012, before me, the undersigned Notary Public, personally appeared William H. Hitner, Trustee of William H. Hitner, Jr Revocble Living Trust, and known to me to be an authorized trustee or agent of the trust that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the trust.

By: Tonya L Tucker  
Notary Public in and for the State of OR

Residing at Coos Co  
My commission expires 7-9-14

ASSIGNMENT OF RENTS  
(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF OR )  
 ) SS  
COUNTY OF COOS )



On this 24 day of July, 2012, before me, the undersigned Notary Public, personally appeared Pamela J. Hitner, Trustee of Pamela J. Hitner Revocable Living Trust, and known to me to be an authorized trustee or agent of the trust that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the trust.

By Tonya L Tucker Residing at Coosville  
Notary Public in and for the State of OR My commission expires 7-9-14



**PRELIMINARY REPORT**  
(Continued)

Order No.: 360612005649-TTCOO42

**EXHIBIT "ONE"**

The NE ¼ of the NW ¼ and the NW ¼ of the NE ¼ of Section 8, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of Government Lot 1 (NE ¼ of the NE ¼) of Section 8, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying West of the South Fork of the Coquille River.

FDOR0212.rdw

COOS COUNTY CLERK, OREGON  
TERRI L. TURI, CCC, COUNTY CLERK  
TOTAL \$66.00

07/27/2012 01:53:03PM  
PAGE 6 OF 6

2012 6089

77 6 19217

File No. 106-2211  
ER/WO No. 31-700-105-8831

**RIGHT-OF-WAY EASEMENT**  
(Individual)

For value received the undersigned, hereinafter referred to as Grantors, (whether singular or plural), do hereby grant to **PACIFIC POWER & LIGHT COMPANY**, a corporation, its successors and assigns, the Grantee, an easement or right-of-way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys, anchors and other supports and the right to place all or any part of such line underground) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Coos County, State of Oregon, to wit:

In the North  $\frac{1}{2}$  of Section 5, Township 29 South,  
Range 12 West of the Willamette Meridian.

Together with the right of ingress and egress over the adjacent lands of the Grantors for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

Grantors reserve the right to use said right-of-way for roads, agricultural crops or other purposes not inconsistent with the easement granted hereby, but in using or operating any irrigation pipes, motorized vehicles or other equipment, or in any other such use of said right-of-way, Grantors and Grantors' heirs or assigns, shall conform strictly to the provisions of any then applicable safety code or regulation pertaining to required clearances from the wires or conductors of such line.

All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 13<sup>th</sup> day of JUNE, 1977

\_\_\_\_\_  
(SEAL) Albert L. Olson (SEAL)  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

STATE OF OREGON  
County of Coos } ss.

RECORDED JUN 13 1977 AT 3:04 pm  
MARY ANNE WILSON, COUNTY CLERK

On this 13<sup>th</sup> day of JUNE, 1977 personally appeared before me a notary public in and for said State, the within named ALBERT L. OLSON

to me known to be the identical person described therein and who executed the foregoing instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the 13 day and year above written.



Albert L. Olson  
Notary Public for Coos County  
Residing at Coquille, Or  
My commission expires: April 17, 1981

WAIVER OF RIGHTS TO OBJECT  
FOREST MANAGEMENT EASEMENT

88 8 1605

Albert L. Olson & Gloria Olson herein called the Grantors  
(Property Owner's Name)  
are the owners of real property described as follows:

Microform Reel # 67-7-20067 76-9-13162

Township 20 S. Range 17 W.W.M. Section 08 Tax Lot 100

In accordance with the conditions set forth in the decision of the Coos County Planning Department, dated August 15, 1988, approving a conditional use to establish a forest-related dwelling for the above described property, and in consideration of such approval. Grantors hereby grant to Coos County on behalf of the owners of all property adjacent to the above described property, a perpetual non-exclusive forest practices management easement as follows:

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

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

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

IN WITNESS WHEREOF, the Grantors have executed this easement on

Date AUGUST 24 1988

Albert L. Olson  
State of Oregon  
County of Coos 88-8-1605 (Titleholder's signature)

I, Mary Ann Wilson, County Clerk, certify the  
within instrument was filed for record at Aug 24 2:15 pm '88  
Gloria T. Olson  
(Titleholder's signature)

STATE OF OREGON By) [Signature] Deputy  
COUNTY OF COOS #pages 4-1-5-2

Personally appeared the above named Albert L. + GLORIA T. OLSON

and acknowledged the above easement to be

[Signature]  
PATTY GALLINO  
NOTARY PUBLIC - OREGON  
My Commission Expires 03/09/92

[Signature] 8/24/88  
Notary Public for Oregon  
My Commission expires: 03/09/92

This easement is hereby accepted for the benefit of adjacent property owners this 24th day of August, 1988.

Return: Albert L. Olson  
P. O. Box 222  
Myrtle Point, Or  
97458

COOS COUNTY  
BOARD OF COMMISSIONERS  
By [Signature]  
For: WILLIAM P. GRILE  
Planning Director

90 11 0957

PACIFIC POWER

RC Name Alberr Olson

Return To:

RC 48300 WO \_\_\_\_\_

*PACIFIC POWER  
P.O. Box 989  
Coos Bay, OR 97420*

RIGHT-OF-WAY EASEMENT  
(Individual)

For value received the undersigned, (Grantor), (whether singular or plural), does hereby grant to PACIFICORP, a corporation, dba Pacific Power & Light Company, its successors and assigns, (Grantee), an easement and right-of-way, 10 feet in width, for an underground electric distribution line of one or more conductors and all necessary or desirable appurtenances (including but not limited to the right to install conduits, surface or subsurface mounted transformers, surface mounted connection boxes and meter cabinets) over, under, across and along the following described real property in Coos County, State of Oregon, to wit:

The Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 8, Township 29 South, Range 12 West, Willamette Meridian.

Deed Reference # 67-2-0067

State of Oregon  
County of Coos  
I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at  
4:56 P.M. NOV 28, 1990  
By J. J. Wilson Deputy  
#pages 3 Fee \$ 17

The location and course of said easement and right-of-way are approximately as shown on the sketch attached as Exhibit(s) A and by this reference made a part hereof.

Together with the right of ingress and egress over the adjacent lands of the Grantor in order to install, maintain, repair, replace, rebuild, operate and patrol the underground electric power lines and appurtenances, and to exercise all other rights herein granted.

Grantor shall have the right to use the lands subject to the above described easement and right-of-way for all purposes not inconsistent with the uses and purposes herein set forth; provided that Grantor shall not build or erect any structure upon said easement and right-of-way without the prior written consent of Grantee.

All rights hereunder shall cease if and when such line shall have been abandoned.

90 11 0957

Dated this 12 day of September, 1970.

Albert L. Olson (SEAL) Gloria T. Olson (SEAL)  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

STATE OF Oregon

County of Coos

On this 10th day of September, 1970,  
personally appeared before me a notary public in and for said  
State, the within named Albert L. Olson and Gloria T. Olson

to me known to be the identical person s described therein and  
who executed the foregoing instrument, and acknowledged to me that  
they executed the same freely and voluntarily for the uses  
and purposes therein mentioned.

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



Delilah E. Severn

Notary Public for Oregon

Residing at Myrtle Point, OR 97458

My Commission expires: 6-21-92



90 11 0957

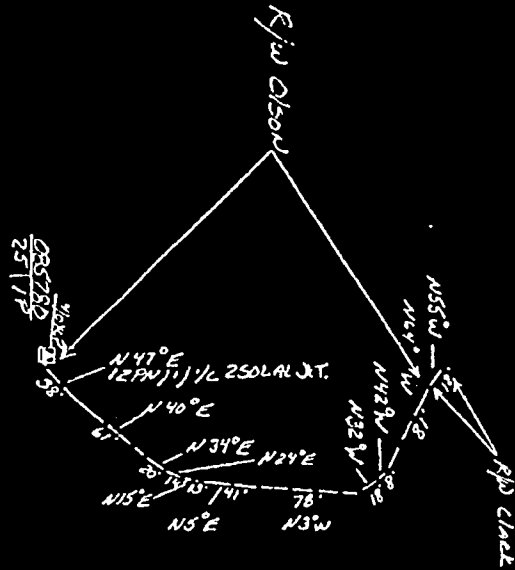


EXHIBIT A



PACIFIC POWER & LIGHT COMPANY

E R SKETCH

SCALE 1" = 100'

DISTRICT <u>Cass Bay</u>	
NAME <u>Albert Olson</u>	FILE NO. <u>483m-5258</u>
LOCATION <u>Lampa-M. Pike Hill</u>	E R NO. <u>300-611</u>
MAP NO. <u>13-29-12-C</u>	W.O. <u>5258</u>
DRAWN <u>November 14, 30</u>	

FORM 3700-1/24

05 06 0943

AFTER RECORDING MAIL TO:

David Evans and Associates, Inc.  
2828 SW Corbett Ave.  
Portland, OR 97201  
Attn: Mr. Bill Rauch

ROUTE Beacon to Ft. Jones  
SURVEY STA.            TO             
MARKER            TO             
REF TRACT NO. OS-65-019120  
DRAFT NO.           

**GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY EASEMENT**

In consideration of the sum of Ten Dollar(s), (\$ 10.00 ), in hand paid, receipt whereof is hereby acknowledged, the undersigned, ALBERT L. OLSON and G.T. OLSON, (hereinafter called "Grantor") hereby grants to AT&T Corp., a New York Corporation, its associated and allied companies, its and their successors, assigns, lessees and agents (hereinafter collectively called "Grantee") a permanent right-of-way and easement to construct, reconstruct, operate, maintain (to include aerial patrol), alter, replace and remove such communications systems as the Grantee may from time to time require, consisting of underground cables and wire, waveguides, surface testing terminals, conduits, manholes, markers, regeneration huts and other appurtenances upon, across and under a strip of land 1 Rod ( 16.5 feet ) wide, the location of which is in the County of Coos, State of Oregon, being a portion of the following described property:

*All of Lot 1 or that portion of the Northeast quarter of the Northeast quarter lying West of the Coquille River in Section 8, Township 29 South, Range 12 West, of the Willamette Meridian, Coos County, Oregon. Tax Lot 100. Deed #67-7-20057.*

The centerline of said 16.5 foot strip shall be the centerline of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the Grantor or on adjacent lands. The Grantees agree that upon completion of construction of the first cable placed hereunder, Grantees shall provide a centerline legal description by metes and bounds for said 16.5 foot wide strip of land and record same in the Office of the Recorder by referencing said legal description specifically to this instrument in a "Notice of Final Description", and by specifically referencing said Notice of Final Description to this instrument, said Notice shall by that reference be considered an appendix to and be made a part hereof.

The Grantor further conveys to the Grantee the following incidental rights and powers:

- (1) A temporary right-of-way as required on each side of said 16.5 foot strip to be used during all periods of construction, reconstruction, repair and removal upon a strip of land as required for construction on each side of said permanent right-of-way and easement.
- (2) Ingress and egress upon and across the lands of the Grantor to and from said temporary and permanent rights-of-way and easements for the purpose of exercising the aforesaid rights. Ingress and egress upon and across the lands of the Grantor for the purposes of testing the soil by core samples.
- (3) To clear and keep clear all trees, roots, brush, vines overhanging limbs and other obstructions from the surface and subsurface of said permanent right-of-way and easement and, during construction periods only, the surface and subsurface of said temporary right-of-way and easement.
- (4) to place wood or timber cleared from said property of the grantor on said right-of-way and easement.
- (5) To install locking gates in any fence crossing said permanent and temporary rights-of-way easements.

Return to: C L Bremer  
Land Services Incorporated  
P O Box 230055  
Tigard OR 97281

2070

ORIGINAL RETURNED SAME DAY

95 06 0943

OR-OS-019100

The Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said permanent right-of-way and easement; and no change will be made by grading or otherwise to the surface or subsurface of said strip and of the ground immediately adjacent to said strip.

The grantor shall have the right to use and enjoy the land occupied by the said permanent and temporary rights-of-way and easements except when such use shall interfere with the right herein granted the Grantee.

The grantee agrees to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

The Grantees agree that said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of said strip, and to pay for or restore, as near as possible to its original condition, any damages to Grantor's property resulting from the construction and maintenance activities associated with the aforesaid system.

The Grantor covenants that they are the fee simple owners of said land and will warrant and defend title to the premises against all claims.

The covenants, rights, terms, conditions, and provisions herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

Signed, sealed and witnessed this 6<sup>th</sup> day of June, 1995.

GRANTEE:  
AT&T Corp.  
Right-of-way Manager  
1200 Peachtree St., NE  
Atlanta, GA 30309  
404-810-4443

GRANTOR:  
Albert L. Olson  
Albert L. Olson

G.T. Olson M.A. Gloria J. Olson  
G.T. Olson

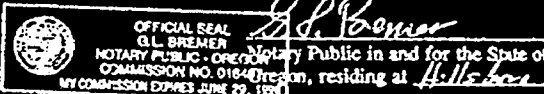
BY: [Signature]  
Agent for AT&T Corp.

STATE OF OREGON )

ss.

COUNTY OF COOS )

On this 6<sup>th</sup> day of June, 1995,  
before me personally appeared to me Albert L. Olson & G.T. Olson  
known to be the person (or persons) who executed the foregoing instrument, and  
acknowledged that he (or they) executed the same as his (or their) free act and deed.



My commission expires: \_\_\_\_\_

RECORDING # 95060943

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



2:48 PM 06/27/1995  
By H. BRIGHT Deputy

# pages 2 Fee \$ 18.00

2071

Return to:

Pacific Power  
135 W. Lockhart  
Coos Bay, Oregon 97420  
RC: 11171 WO: 01749148

### RIGHT OF WAY EASEMENT

For value received, ALBERT OLSON, ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 3,151 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchor, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over or under the surface of the real property of Grantor in Coos County, State of Oregon, more particularly described as follows and as more particularly described and/or shown on Exhibit(s) A attached hereto and by this reference made a part hereof:

The Northwest Quarter (NW ¼) and the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 8, Township 29 South, Range 12 West  
Willamette Meridian

Deed Reference#67-20067

Power line is not to be extended out past property listed above. *6.20*  
*4.20*

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

12/04/2000 04:04 REC FEE: \$36.00  
COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

PAGE #: 0001 OF 0003  
INST#: 2000 12701 \*\*

T

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns; and this easement shall terminate if and when Grantor shall have abandoned all use of the right of way and no longer has any future need therefor.

DATED this 12 day of July, 2000

Albert L. Olson  
Grantor(s) Albert L. Olson

Gloria T. Olson  
Gloria T. Olson

INDIVIDUAL ACKNOWLEDGMENT

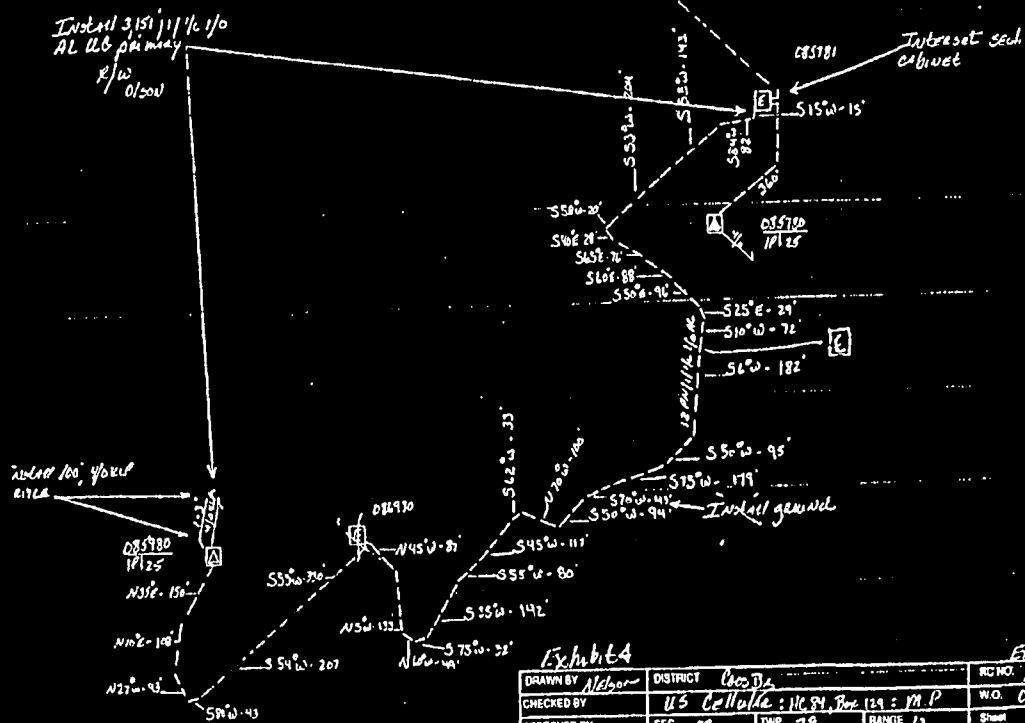
STATE OF OREGON )  
County of Coos )ss.

This instrument was acknowledged before me on this 12<sup>th</sup> day of July, 2000, by Albert L. Olson and Gloria T. Olson.  
Name of Grantor



Rose  
Notary Public  
My commission expires: 3-12-2001





*Exhibit 4*

DRAWN BY <i>Alban</i>	DISTRICT <i>Coos Co.</i>	RC NO. <i>1</i>
CHECKED BY	<i>US Cellular: 110.84, Box 129, M.P.</i>	W.O. <i>01</i>
APPROVED BY	SEC. <i>08</i> TWP. <i>29</i> RANGE <i>12</i>	Sheet <i>1</i>
SCALE <i>1"=700'</i>	MAP NO. <i>11-29-12-C</i>	CIRCUIT NO. <i>4036</i>
DATE <i>6-29-00</i>	PACIFIC POWER	

AFTER RECORDING PLEASE RETURN TO:  
United States Cellular  
Attn: Real Estate *256487*  
8410 W. Byrn Mawr Avenue, Suite 700 *RETURN TO: F.A.T. CO.*  
Chicago, IL 60631

MEMORANDUM OF  
LEASE

WHEREAS, a GROUND LEASE, was made and entered into on the 20<sup>th</sup> day of October, 1999, by and between ALBERT L. OLSON and GLORIA T. OLSON, hereinafter called "Landlord", and USCOC OF OREGON RSA #5, INC., a Delaware corporation, doing business as U.S. Cellular, hereinafter called "Tenant".

WITNESSETH

Whereas, the Landlord thereby leased to Tenant and Tenant thereby leased from Landlord, the property ("Premises") hereinafter described, for the purposes of establishing a communications site for the transmission and reception of radio communications signals, and, for the construction and maintenance of related facilities, towers, antennas, or buildings for related activities on said Premises. The Premises leased and the easements conveyed to Tenant for ingress, egress and utilities are situated in Coos County, State of Oregon, and are described as follows:

See "Exhibits A and B" which are attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, said parties have caused this Memorandum of Ground Lease to be duly effective and executed this 26<sup>th</sup> day of October, 2000.

LANDLORD:

By: *Albert L. Olson*  
Albert L. Olson

By: *Gloria T. Olson*  
Gloria T. Olson

TENANT: USCOC OF OREGON RSA #5, INC., a Delaware corporation,  
dba U.S. Cellular

By: *Russell F. Arsaga*

Printed: Russell F. Arsaga

Title: Vice President

STATE OF OREGON )  
 ) SS:  
COUNTY OF COOS )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Albert L. Olson and Gloria T. Olson, known to me to be the same persons whose names are subscribed to the foregoing Memorandum of Ground Lease, appeared before me this day in person and acknowledged that they signed the said Memorandum of Ground Lease as their free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 26th day of October, 2000.



Cheryl Meigsner  
Notary Public in and for the State of Oregon

STATE OF ILLINOIS )  
 ) SS.  
County of COOK )

I, the undersigned, being a notary public in and for the State and County aforesaid, do hereby certify that Russell F. Arsaga, Vice President, for U.S. Cellular, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act of USCOC OF OREGON RSA #5, INC., a Delaware corporation for the uses and purposes therein stated.

Given under my hand and seal this 3rd day of January, ~~2000~~ 2001.



David M. Briggs  
Notary Public

EXHIBIT "A"

U.S. CELLULAR  
ROAD AND POWER EASEMENT  
DESCRIPTION

July 5, 2000

A non-exclusive easement for the purposes of ingress, egress and an underground power line and for the installation, maintenance and repair to said road and power line. A parcel of land located in the North Half of the North Half of Section 8, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon. Said parcel is more particularly described as follows:

Beginning at a 5/8" Iron Rod which bears North 58°43'37" West, 3152.49 feet from the East Quarter Corner of said Section 8; thence North 80°44'03" West, 100.00 feet to a 5/8" Iron Rod; thence North 09°15'57" East, 100.00 feet to a 5/8" Iron Rod; thence South 80°44'03" East, 100.00 feet to a 5/8" Iron Rod; thence South 09°15'57" West, 100.00 feet to the point of beginning, containing 10,000 Sq.Ft. more-or-less.

EXHIBIT "B"

U.S. CELLULAR  
ROAD AND POWER EASEMENT  
DESCRIPTION

July 5, 2000

A non-exclusive easement for the purposes of ingress, egress and an underground power line and for the installation, maintenance and repair to said road and power line. A strip of land located over an existing road and is located in the North Half of the North Half of Section 8, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon. Said strip of land is located fifteen feet on each side of the following described centerline:

Beginning at a point North 17°04'17" West, 2514.78 feet from the East Quarter Corner of said Section 8, said point also being on the as-constructed centerline of Myrtle Point-Lampa County Road No. 4 also known as Arago Road; thence, leaving said centerline of Myrtle Point-Lampa County Road No. 4, North 86°23'29" West, 13.47 feet; thence 27.41 feet along the arc of a 17.00 foot radius curve to the left (the long chord of which bears South 47°25'11" West, 24.54 feet); thence 73.36 feet along the arc of a 275.00 foot radius curve to the right (the long chord of which bears South 08°52'22" West, 73.14 feet); thence South 16°30'52" West, 230.75 feet; thence 98.79 feet along the arc of a 190.00 foot radius curve to the right (the long chord of which bears South 31°24'38" West, 97.69 feet); thence South 46°18'24" West, 117.97 feet; thence 113.01 feet along the arc of a 35.00 foot radius curve to the right (the long chord of which bears North 41°11'50" West, 69.93 feet); thence North 51°17'56" East, 48.47 feet; thence 112.91 feet along the arc of a 100.00 foot radius curve to the left (the long chord of which bears North 18°57'10" East, 107.01 feet); thence North 13°23'36" West, 202.25 feet; thence 313.59 feet along the arc of a 250.00 foot radius curve to the left (the long chord of which bears North 49°19'41" West, 293.43 feet); thence North 85°15'46" West, 117.88 feet; thence 86.42 feet along the arc of a 100.00 foot radius curve to the left (the long chord of which bears South 69°58'51" West, 83.75 feet); thence South 45°13'27" West, 115.51 feet; thence 188.47 feet along the arc of a 300.00 foot radius curve to the right (the long chord of which bears South 63°13'20" West, 185.39 feet); thence 58.65 feet along the arc of a 20.00 foot radius curve to the left (the long chord of which bears South 02°47'18" East, 39.78 feet); thence 109.10 feet along the arc of a 200.00 foot radius curve to the right (the long chord of which bears South 71°10'08" East, 107.75 feet); thence South 55°32'26" East, 131.63 feet; thence 54.41 feet along the arc of a 50.00 foot radius curve to the right (the long chord of which bears South 24°22'08" East, 51.76 feet); thence South 06°48'12" West, 221.95 feet; thence 82.10 feet along the arc of a 75.00 foot radius curve to the right (the long chord of which bears South 38°09'50" West, 78.06 feet); thence South 69°31'28" West, 241.02 feet; thence 20.46 feet along the arc of a 50.00 foot radius curve to the left (the long chord of which bears South 57°48'07" West, 20.32 feet); thence South 46°04'06" West, 59.02 feet; thence 80.12 feet along the arc of a 50.00 foot radius curve to the right (the long chord of which bears North 88°00'59" West, 71.82 feet); thence 115.16 feet along the arc of a 60.00 foot radius curve to the left (the long chord of which bears South 82°54'13" West, 98.28 feet); thence South 27°55'09" West, 77.80 feet; thence 30.56 feet along the arc of a 50.00 foot radius curve to the right (the long chord of which bears South 45°23'48" West, 30.09 feet); thence 88.15 feet along the arc of a 150.00 foot radius curve to the left (the long chord of which bears South 46°06'16" West 86.89 feet); thence South 49°16'05" West, 86.44 feet; thence 99.46 feet along the



(Page 2)

July 5, 2000

arc of a 40.00 foot radius curve to the right (the long chord of which bears North 79°30'04" West, 75.75 feet); thence North 08°16'12" West, 78.03 feet; thence 181.58 feet along the arc of a 90.00 foot radius curve to the left (the long chord of which bears North 66°04'06" West, 152.31 feet); thence South 56°08'00" West, 482.52 feet; thence 68.59 feet along the arc of a 40.00 foot radius curve to the right (the long chord of which bears North 74°44'43" West, 60.49 feet); thence 204.06 feet along the arc of a 160.00 foot radius curve to the right (the long chord of which bears North 10°54'46" East, 190.51 feet); thence 99.96 feet along the arc of a 150.00 foot radius curve to the left (the long chord of which bears North 28°21'27" East, 98.12 feet, to a point on the South line of a leased area by U.S. Cellular described in Exhibit "A", said point bears North 80°44'03" West, 35.00 feet from a 5/8" Iron Rod being the Southeast Corner of said leased area described in said Exhibit "A".

Excluding that portion which is located in said Myrtle Point-Lampa County Road No. 4 right-of-way.

WAIVER OF RIGHT TO OBJECT FOREST AND FARM PRACTICES MANAGEMENT COVENANT

Edge Wireless, LLC hereIn called grantor(s) are the owners of the real property described as follow: Microfilm Reel No. 67-20067 (Site: Myrtle Point) Township 29 S, Range 12 W.W.M., Section 8 Tax Lot 100

In accordance with the conditions set forth in the decision of the Coos County Planning Department dated February 1, 2001, approving a telecommunications facility for the above described property and in consideration of such approval, grantor(s) hereby grant to Coos County a perpetual non-exclusive forest and farm management covenant as follows:

- 1. Grantors, their heirs, successors and assigns hereby acknowledge that the above described property is situated within a forest or farm zone... 2. Grantors shall comply with all restrictions and conditions for maintaining residences on rural lands... 3. Grantors shall comply with all restrictions and conditions for maintaining residences in farm zones...

This covenant is appurtenant to all property adjacent to the above described property and shall bind the heirs, successors and assigns of grantors and shall endure for the benefit of the adjacent landowners, their heirs, successors and assigns.

IN WITNESS WHEREOF, the grantors have executed this covenant on 2/6/01

Michael Dennis Brink (Tideholder's signature) (Lessee's signature)

(Tideholder's signature)

STATE OF OREGON COUNTY OF COOS Jackson Personally appeared the above named Michael Dennis Brink and acknowledged the above covenant to be their voluntary act and deed.



Notary Seal

Notary Public for Oregon Commission Expires: 9/30/03

This covenant is hereby accepted this 2ND day of March, 2001.

Return to after recording, Edge Wireless 40 Crow/Clay & Associates 125 W. Central Suite 400 Coos Bay, OR 97420

COOS COUNTY BOARD OF COMMISSIONERS

By Patty Evernden, County Planning Director

RESERVED FOR RECORDER



03/06/2001 08:30 REC FEE: \$26.00 COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

PAGE #: 0001 OF 0001 INST#: 2001 2217 \*\*

PAGE #: 0001 OF 0003  
INST#: 2001 4805 \*\*

05/09/2001 04:22 REC FEE: \$36.00  
COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

Return to:

Pacific Power  
135 W. Lockhart  
Coos Bay, Oregon 97420  
RC: \_\_\_\_\_ WO: 1872967

**RIGHT OF WAY EASEMENT**

For value received, ALBERT OLSON, ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 176 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchor, including guys and anchors outside of the right of way, wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over or under the surface of the real property of Grantor in COOS County, State of OREGON, more particularly described as follows and as more particularly described and/or shown on Exhibit(s) A attached hereto and by this reference made a part hereof:

The Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 8, Township 29  
South, Range 12 West  
Willamette Meridian  
Said Right-of-Way for service only to Edge Wireless installation on above described property.

Deed Reference #67-20067

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

PAGE #: 0002 OF 0003  
INST#: 2001 4805

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns, and this easement shall terminate if and when Grantec shall have abandoned all use of the right of way and no longer has any future need therefor.

DATED this 28 day of FEBRUARY 192001

Albert L. Olson  
Grantor(s) Albert L. Olson

Gloria T. Olson  
Gloria T. Olson

05/09/2001 04:22 REC FEE: \$36.00  
COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OR )  
County of LWS )ss.

This instrument was acknowledged before me on this 28 day of Feb 192001 by Albert L & Gloria T Olson  
Name of Grantor



Darlene L. Andrews  
Notary Public

My commission expires: 1/29/02



AFTER RECORDING PLEASE RETURN TO:

Edge Wireless, LLC  
600 S.W. Columbia, Suite 7200  
Bend, OR 97702

Site: MYRTLE PT.

*W-82439-TO*  
RETURN TO KEY TITLE

MEMORANDUM OF GROUND LEASE

WHEREAS, a GROUND LEASE, was made and entered into on the 15th day of November 2000, by and between Albert L. Olson and Gloria Olson, PO Box 222, Myrtle Point, OR 97458, hereinafter called "Landlord", and EdgeWireless, LLC, hereinafter called "Tenant".

WITNESSETH:

WHEREAS, the Landlord thereby leased to Tenant and Tenant thereby leased from Landlord, the property ("Premises") hereinafter described, for the purposes of establishing a communications site for the transmission and reception of radio communications signals, and, for the construction and maintenance of related facilities, antennas, or buildings for related activities on said Premises. The Premises leased are situated in Coos County, State of Oregon, and is described as follows, to wit:

See Exhibit "A" attached hereto and made a part hereof.

The above Ground Lease was made for the term, and subject to each and all the terms, provisions, covenants and conditions set forth therein between the parties hereto, covering the Premises hereinabove described, and, said Ground Lease is hereby incorporated herein with the same force and effect as though herein set forth at length.

IN WITNESS WHEREOF, said parties have caused this Lease to be duly effective and executed this 19th day of December, 2000.

LANDLORD:

*Albert L. Olson*  
Albert L. Olson

*Gloria Olson*  
Gloria Olson

TENANT:

Edge Wireless, LLC

By: *Michael Brink*  
Michael Brink  
Chief Technology Officer

STATE OF OREGON )  
 )  
COUNTY OF COOS )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Albert L. Olson and Gloria Olson, known to me to be the same persons whose names are subscribed to the foregoing Memorandum of Ground Lease, appeared before me this day in person and acknowledged that they signed the said Memorandum of Ground Lease as their free and voluntary act, for the uses and purposes therein stated.

Given under my hand and seal this 19th day of December, 2000.

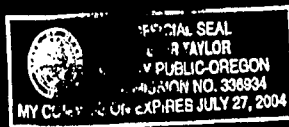


Cheryl Weichsner  
Notary Public

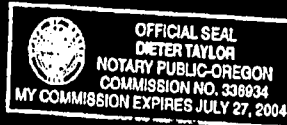
STATE OF OREGON )  
 )  
COUNTY OF DESCHUTES )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Michael Brink, Chief Technology Officer, Edge Wireless, LLC, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum of Ground Lease as his free and voluntary act on behalf of Edge Wireless, LLC, for the uses and purposes therein stated.

Given under my hand and seal this 15th day of January, 2001.



Dieter Taylor  
Notary Public







After recording return to:  
Albert and Gloria Olson  
P.O. Box 222  
Myrtle Point, OR 97458

BEFORE THE BOARD OF COMMISSIONERS OF COOS COUNTY, OREGON

IN THE MATTER OF THE CLAIM )  
FOR COMPENSATION UNDER )  
BALLOT MEASURE 37 SUBMITTED )  
BY ALBERT L. OLSON AND )  
GLORIA OLSON, CLAIMANTS )

FINAL ORDER  
ORDER # 07-03-150C  
DJC# 2006 - #73

Claimant: Albert L. Olson and Gloria Olson

Property: T29S, R.12W, Section 8 TL100  
Vol. 277 Page 76 Coos County Deed Records

Claim: The demand for compensation and any supporting information received  
From the Claimants by Coos County

Claimants submitted the Claim to Coos County under Ballot Measure 37 (2004) and  
Coos County Ordinance 04-12-014L. This order is based on the record herein, including  
the Findings that by this reference are incorporated into this order.

ORDER

This claim is approved as to the CCZLDO adopted by Coos County for the reasons set  
forth in the Findings and subject to the following terms:

- 1) In lieu of paying just compensation under Measure 37 to Claimant, Coos County will not apply the following Ordinance regulations to their claim for restoration of all rights allowed and uses permitted by them when Albert Olson acquired his interest in the property on September 1, 1959 and Gloria Olson acquired her interest in the property on September 3, 1976: Specifically CCZLDO Article IV, Chapter 4.8, and any other restricting regulations only to the extent necessary to allow a use of the property for a use permitted at the time the interest in the property was acquired.
- 2) The relief granted by this order does not authorize Claimant to use the Property for a use not permitted when it was acquired. Specifically, Claimant is authorized to develop the Property subject to the in lieu of paying just compensation under Measure 37; Coos County will not apply CCZLDO regulations adopted after the Claimants acquired their respective interest in the property to allow them a use of the property permitted at the time their interest was acquired.
- 3) To the extent that any law, order, deed, agreement or other legally-enforceable public or private requirement provides that the Property may not be used without a permit, license, or other form of authorization or consent, this order does not authorize the use of the Property unless the Claimant first obtains that permit, license, or other form of authorization or consent. Such requirements may include, but are not limited to: a building permit, a land use decision, other permits or authorizations from local, state or federal agencies and restrictions on the use of the Property imposed by private parties.
- 4) Any use of the Property by the Claimant under the terms of this order remains subject to the following laws: (a) those laws not specified in (1) above; (b) any laws enacted or enforced by a public entity other than Coos County; and, (c) those laws not subject to Measure 37 including, without limitation, those laws exempted under section (3) of Measure 37.

COOS COUNTY CLERK, OREGON TOTAL \$31.00  
TERRI L. TURI, CCC, COUNTY CLERK

03/28/2007 #2007-3891  
10:12AM 1 OF 2

- 5) Without limiting the generality of the foregoing terms, in order for the Claimant to use the Property, it may be necessary for the Claimants to obtain a decision under Measure 37 from another public entity that enforces land use regulations applicable to the Property. Nothing in this order relieves the Claimant from the necessity of obtaining a decision under Measure 37 from a local public entity that has jurisdiction to enforce a land use regulation applicable to a use of the Property by the Claimants.

This Order is entered into by the Coos County Board of Commissioners as a final order under Measure 37 on this 21<sup>st</sup> day of March, 2007.

COOS COUNTY BOARD OF COMMISSIONERS

  
John Griffith, Chair

  
Nikki Whitty, Vice-Chair

  
Kevin W. Stufflebean, Commissioner

State of Oregon )  
County of Coos ) ss.

This instrument was acknowledge before me on the 21<sup>st</sup> day of March, 2007 by John Griffith, Nikki Whitty and Kevin W. Stufflebean, Commissioners of Coos County, Oregon



  
Notary Public for Oregon  
My Commission Expires 10/08/09

FILED FOR RECORD AT REQUEST OF  
AND WHEN RECORDED RETURN TO:  
Verizon Wireless  
Attn: Network Real Estate - M/S 231  
15900 SE Eastgate Way  
Bellevue, WA 98008

---

Space above this line is for Recorder's use.

**Memorandum of Lease**

**ORIGINAL**

**Grantor:** Litchfield County Cellular, Inc.

**Grantee:** Cellco Partnership d/b/a Verizon Wireless

**Legal Description:** Coos County, State of Oregon  
Official legal description as Exhibit A

**Assessor's Tax Parcel ID#:**

**Reference # (if applicable):**

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


06/01/2009 #2009-5122  
02:02PM 1 OF 5

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE evidences that a Lease Supplement ("Lease") was entered into as of August 8, 2007, by and between Litchfield County Cellular, Inc. ("Lessor"), and Cellco Partnership d/b/a Verizon Wireless ("Lessee"), for certain real property located in the County of Coos, State of Oregon, within the property of Lessor which is described in Exhibit "A" attached hereto ("Legal Description"), together with a right of access and to install and maintain utilities, for an initial term of five (5) years, commencing as provided for in the Lease, which term is subject to Lessee's rights to extend the term of the Lease as provided for in the Lease.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Lease as of the day and year last below written.

LESSOR: Litchfield County Cellular, Inc.

By:   
Name: KELLY G. RAMSEY  
Title: V.P.  
Date: 3-15-09

LESSEE: Cellco Partnership d/b/a Verizon Wireless


By:   
Name: Walter L. Jones, Jr.  
Title: West Area Vice President - Network  
Date: 5/9/09

Exhibit A - Legal Description

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

06/01/2009 #2009-5122  
02:02PM 2 OF 5

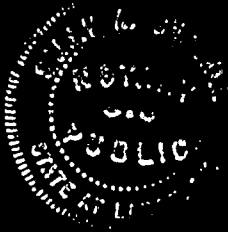
LESSOR ACKNOWLEDGMENT

STATE OF KENTUCKY )  
COUNTY OF JESSAMINE ) ss.

On this 15<sup>th</sup> day of MARCH, 2009, before me, a Notary Public in and for the State of KENTUCKY, personally appeared KELLY G. RAMSEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He was authorized to execute the instrument, and acknowledged it as the V.P. of Litchfield County Cellular, Inc., to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

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

Sally A. Bussell  
NOTARY PUBLIC in and for the State of KY.  
residing at LEXINGTON  
My appointment expires 12-5-09  
Print Name SALLY A. BUSSELL



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

06/01/2009 #2009-5122  
02:02PM 3 OF 5

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California )  
 )  
County of Orange )

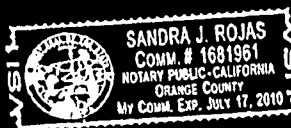
On 5/11/09 before me, Sandra J. Rojas Notary Public,  
personally appeared Walter L. Jones, Jr.

who proved to me on the basis of satisfactory evidence to be the person whose name is  
subscribed to the within instrument and acknowledged to me that he executed the same in his  
authorized capacity, and that by his signature on the instrument the person, or the entity upon  
behalf of which the person 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.

Sandra J. Rojas  
Signature of Notary Public



Place Notary Seal Above

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

06/01/2009 #2009-5122  
02:02PM 4 OF 5

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Coos County Parcel # 29S 12W Sec 08 TL 103 & 100  
93952 Lampa Lane, Myrtle Point, OR

**Lessor's Legal Description**

The NE/4 of the NW/4, the NW/4 of the NE/4, and that portion of Gov't Lot 1 (NE/4 of the NE/4) lying west of the Coquille River, all in Section 8, T29S, R12W, WM, in Coos County, Oregon

**Proposed Access & Utility Easement**

An Access & Utility easement, 20 feet wide, lying 10.00 feet on each side of the following described centerline:  
Beginning at a point on the southwest line of the above described tract which is N 78°47'22" W, 5.00' from the true point of beginning thereof; thence, along the centerline of an existing road the following courses: S 12°05'30" W, 88.4'; S 44°53'00" W, 40.8'; S 48°28'00" W, 84.9'; & S 63°32'00" W, 62.0' to intersect the centerline described in Exhibit B of Instrument # 2001-1024, Coos County Records; thence along said centerline & existing roadway to the County Road.

**Proposed Utility Easement**

A Utility easement, 10 feet wide, lying 5.00 feet on each side of the following described centerline:  
Beginning at a point on the southwest line of the above described tract which is N 78°47'22" W, 5.00' from the true point of beginning thereof; thence, along the centerline of an existing road the following courses: S 12°05'30" W, 88.4'; S 44°53'00" W, 40.8'; thence, leaving said road, N 68°10'00" W, 88.3'; thence N 19°57'00" E, 21.4' to an existing electrical transformer.

**Basis of Bearings**

The monumented south line of the US Cellular lease area, bearing N 80°44'03" W.

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

06/01/2009      #2009-5122  
02:02PM      5 OF 5

**Return to:**  
Richard J. Busch  
Busch Law Firm PLLC  
25025 SE Klahanie Blvd.  
F203  
Issaquah, WA 98029

Grantor: Gloria Olson  
Grantee: New Cingular Wireless PCS, LLC, a Delaware limited liability company  
Legal Description: Portion of the NW/4 of Sec. 8, T29S, R12W, W.M., in Coos County, OR  
(abbreviated legal)  
Official legal description attached as Exhibit 1  
Assessor's Tax Parcel ID #: 1114000  
Reference Number of Prior Recorded Documents: 2001 8012  
True Consideration Paid Does not apply Tax Mailing Address: Does not apply  
Cell Site #: OR214 Fixed Asset #: 10129780  
Cell Site Name: Myrtle Point  
State: Oregon County: Coos

### MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE

This Memorandum of First Amendment to Ground Lease is entered into on this 13<sup>th</sup> day of December, 2011, by and between Gloria Olson, having a mailing address of P.O. Box 222, Myrtle Point, OR 97458 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("Tenant").

1. Landlord and Tenant entered into a certain Ground Lease ("Agreement") on the 15th day of November, 2000, as amended by that certain First Amendment to Ground Lease, dated December 13, 2011, for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Ground Lease reflecting the Agreement was recorded in the public records of as noted above.
2. Landlord agrees to add an additional Utilities Easement as more particularly described and depicted in Exhibit C attached hereto.
3. This Memorandum of First Amendment to Ground Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of First Amendment to Ground Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and

3-2010 Amendment





inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of First Amendment to Ground Lease as of the day and year first above written.

**LANDLORD:**

By: *Gloria Olson*  
Print Name: Gloria Olson  
Its: Owner  
Date: 12-13-11

**TENANT:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: *Rdy J. Willy*  
Print Name: Rdy J. Willy  
Its: Sr. Project Manager  
Date: 11-25-11

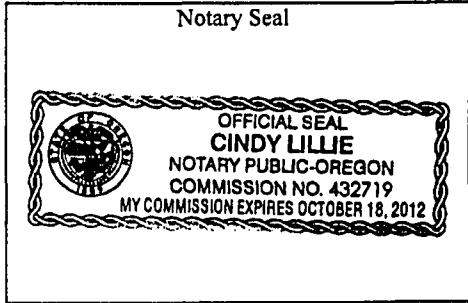
3-2010 Amendment



**FOR LANDLORD SIGNATURES IN OREGON STATE**

STATE OF OREGON )  
COUNTY OF COOS ) SS.

This instrument was acknowledged before me on December 13, 2011, by Gloria Olson.



Cindy Lillie  
(Signature of Notary)

Cindy Lillie  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Oregon

My Commission expires: 10/18/12

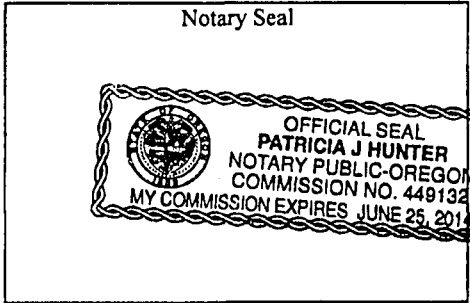
3-2010 Amendment



**FOR TENANT SIGNATURES IN OREGON STATE**

STATE OF OREGON            )  
  ) SS.  
COUNTY OF DESCHUTES    )

This instrument was acknowledged before me on 11.25, 2011, by Roy J. Willy as Sr. Project Manager of AT&T Mobility Corporation.



*Patricia J. Hunter*  
\_\_\_\_\_  
(Signature of Notary)

Patricia J. Hunter  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Oregon

My Commission expires: \_\_\_\_\_

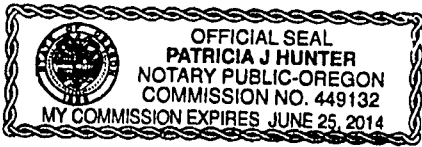


Exhibit 1

A portion of the following described Property: The NW 1/4 of Section 8, Township 29 South, Range 12 West, of the Willamette Meridian, Coos County, Oregon.

3-2010 Amendment

COOS COUNTY CLERK, OREGON  
TERRI L. TURI, CCC, COUNTY CLERK  
TOTAL \$66.00

01/30/2012 02:05:12PM  
PAGE 5 OF 6

2012 658



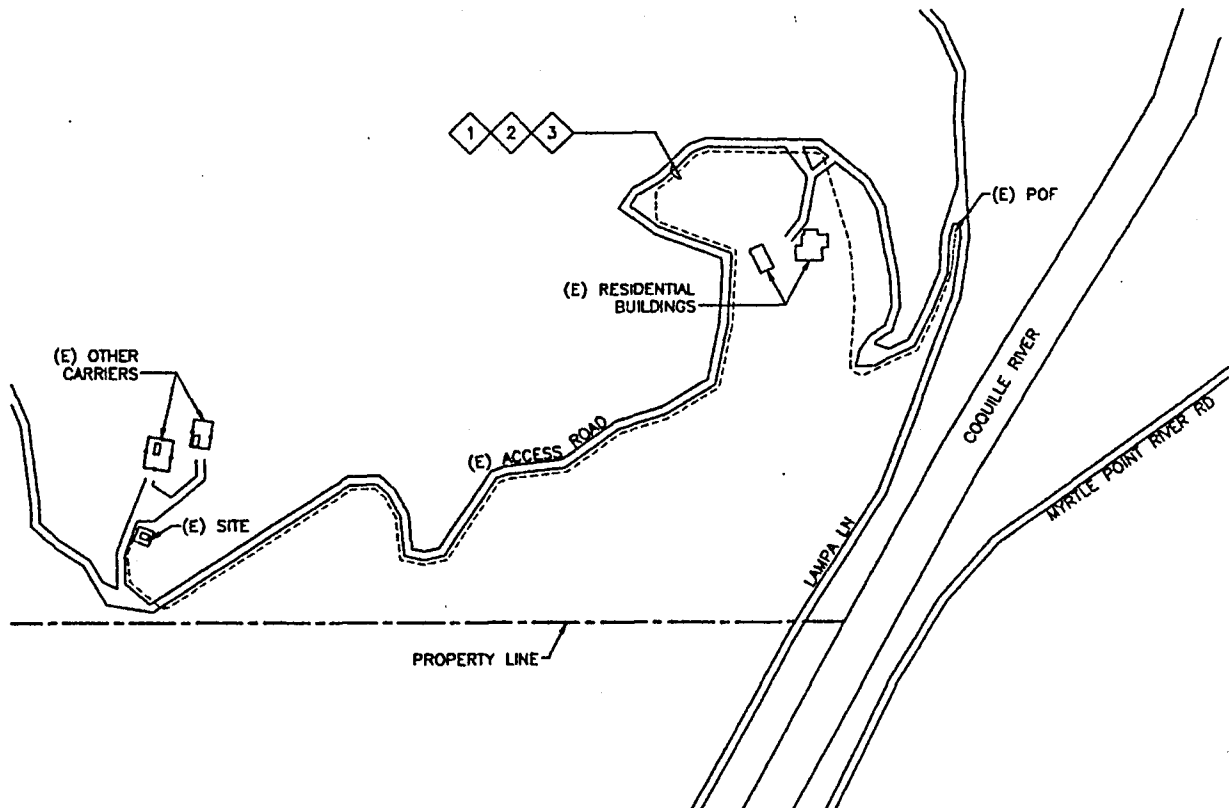
EXHIBIT C

DESCRIPTION OF UTILITIES EASEMENT

Page 1 of 1

to the Memorandum of First Amendment to Ground Lease dated December 13, 2011,  
by and between Gloria Olson, as Landlord, and New Cingular Wireless PCS, LLC, as Tenant.

The Utilities Easement is described and/or depicted as follows:



SITE SOW NOTES

- ① (N) PLACE AND TRENCH 4800FT OF 4" CONDUIT FROM POF HH TO COMMUNITY HH OUTSIDE LEASED AREA ALONG PROPOSED ROUTE 4" CONDUIT/ 4800FT
- ② (N) PLACE 4800FT OF 1 1/2" INNERDUCT WITH MULE TAPE FROM POF HH TO COMMUNITY HH OUTSIDE LEASED AREA ALONG PROPOSED ROUTE 1 1/2" INNERDUCT 4800FT
- ③ (N) PLACE (5) FRONTIER PROVIDED 2X3 LOAD BEARING HAND HOLES, SPACED 960FT APART ALONG PROPOSED ROUTE 2X3 HH/

GENERAL SHEET NOTES:

- 1. PROVIDE AND INSTALL PULL ROPE (WITH MEASURE TAPE) IN ALL CONDUITS.
- 2. GROUT ALL CONDUIT ENTRANCES IN HAND HOLES AND RESTORE SOIL TO ORIGINAL CONDITION USING NATIVE MATERIALS



**APPLICATION AND CERTIFICATION  
EXEMPTING A MANUFACTURED STRUCTURE FROM  
OWNERSHIP DOCUMENT**

**AFTER RECORDING**  
(For County Recorder's Use)  
**RETURN TO**

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

After recording return to:

Send all future tax bills to:

William H. Hitner, Jr.  
PO Box 635, Myrtle Point, OR 97458

Check appropriate box:  New home  Existing home - X Plate Number (if applicable) 210282

LEGAL DESCRIPTION OF MANUFACTURED STRUCTURE					
1991 YEAR	Green Hill MAKE	HUD number	ORFLM48AB12571GH VEHICLE IDENTIFICATION NUMBER (VIN)	WIDTH	LENGTH
263409 Home ID	County ID Number	93952 Lampa Lane, Myrtle Point, OR 97458 Situs Address			

Legal description per ORS 93.600 or reference number of previously recorded deed: (attach additional sheets if needed)  
Map and Tax Lot Number:

map 2 9-12-8 TL 100 See attached Exhibit "A"

PRINTED NAME OF OWNER(S) William H. Hitner, Jr. Trustee of the William H. Hitner Revocable Living Trust  
Pamela J. Hitner, Trustee of the Pamela J. Hitner Revocable Living Trust  
PRINTED NAME OF OWNER(S) (For additional owners, attach a second sheet)

MAILING ADDRESS (if different than situs address) P.O. Box 635, Myrtle Point, OR 97458

First Community Credit Union, 200 N. Adams, Coquille, OR 97423  
SECURITY INTEREST HOLDER NAME AND ADDRESS (if no security interest holder, write "none". Attach additional sheet if needed)

**ACKNOWLEDGMENT**

Tonya L Tucker  
County Assessor/Tax Collector or Escrow Officer Date 7-24-12

**CERTIFICATION**

I certify that in accordance with ORS 446.626:

- The same person owns the manufactured structure and the real property as described above on which the manufactured structure is or will be situated **OR**
- The owner of the manufactured structure holds a recorded leasehold estate of 20 or more years of the land;
- The manufactured structure is or will be affixed to the real property and subject to taxation by the county in which it is located as an improvement to the real property;
- Each person with a security interest in the manufactured structure and each person with a security interest in the real property approves the exemption from ownership document; and
- This certification is being submitted for recording to the county clerk for the county in which the real property is located. A copy of said recorded document is being provided to the County Assessor in addition to the DCBS Manufactured Structure Notice of Sale Form 440-2952.

X SIGNATURE OF OWNER William H. Hitner, Jr.

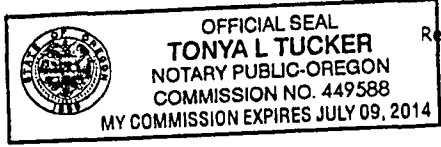
X SIGNATURE OF OWNER [Signature]

State of Oregon, County of COOS

**NOTARY**

The foregoing instrument was acknowledged before me this 24 day of July, 2012 by William H. Hitner, Jr. Trustee of the William H. Hitner Rev. Living Trust and Pamela J. Hitner, Trustee of the Pamela J. Hitner Rev. Living Trust  
Signature of Notary Public Tonya L Tucker

My commission expires: 7-9-14



**EXHIBIT "A"**

The NE ¼ of the NW ¼ and the NW ¼ of the NE ¼ of Section 8, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of Government Lot 1 (NE ¼ of the NE ¼) of Section 8, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying West of the South Fork of the Coquille River.

FDOR0553.rdw

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

07/27/2012 01:53:03PM  
PAGE 2 OF 2

2012 6090



**RECORDATION REQUESTED BY:**

First Community Credit Union  
200 N. Adams  
Coquille , OR 97423

**WHEN RECORDED MAIL TO:**

First Community Credit Union  
200 N. Adams  
Coquille , OR 97423

**SEND TAX NOTICES TO:**

William H. Hitner, Jr Revocble Living Trust  
Pamela J. Hitner Revocable Living Trust  
P.O. Box 635  
Myrtle Point, OR 97458

**AFTER RECORDING  
RETURN TO**

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

360612005649

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**DEED OF TRUST**

**THIS DEED OF TRUST is dated July 24, 2012, among Pamela J. Hitner and William H. Hitner not personally but as Trustees on behalf of William H. Hitner, Jr Revocble Living Trust; and Pamela J. Hitner Revocable Living Trust ("Grantor"); First Community Credit Union , whose address is 200 N. Adams , Coquille , OR 97423 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Ticor Title Insurance Company, whose address is 300 W. Anderson Avenue, Coquille, OR 97423 (referred to below as "Trustee").**

**CONVEYANCE AND GRANT.** For valuable consideration, represented in the Note dated July 24, 2012, in the original principal amount of \$390,000.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Coos County, State of Oregon:

**See Exhibit "ONE", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.**

**The Real Property or its address is commonly known as 93952 Lampa Lane, Myrtle Point, OR 97458. The Real Property tax identification number is 210282, 1114000, 1114002, 1114003, 1114004, 1114005, 1114090.**

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. **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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.**

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any

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kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds 5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as

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additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds 5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and

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take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as Default, and Lender may exercise any or all of its available remedies for Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**DEFAULT.** Default will occur if payment in full is not made immediately when due.

**RIGHTS AND REMEDIES ON DEFAULT.** If Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any

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proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Coos County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection

COOS COUNTY CLERK, OREGON  
TERRI L. TURI, CCC, COUNTY CLERK  
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**DEED OF TRUST  
(Continued)**

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with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Coos County, State of Oregon.

**Joint and Several Liability.** All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all indebtedness secured by this Deed of Trust.

**Commercial Deed of Trust.** Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means First Community Credit Union, and its successors and assigns.

**Borrower.** The word "Borrower" means William H. Hitner, Jr Revocable Living Trust; and Pamela J. Hitner Revocable Living Trust and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto or intended to protect human health or the environment.

**Grantor.** The word "Grantor" means William H. Hitner, Jr Revocable Living Trust; and Pamela J. Hitner Revocable Living Trust.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee

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or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means First Community Credit Union, its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 24, 2012, in the original principal amount of \$390,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is July 25, 2036.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means Ticor Title Insurance Company, whose address is 300 W. Anderson Avenue, Coquille, OR 97423 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

WILLIAM H. HITNER, JR REVOCABLE LIVING TRUST

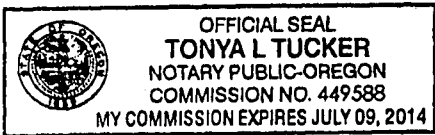
By: *William H. Hitner, Jr*  
William H. Hitner, Trustee of William H. Hitner, Jr Revocable Living Trust

PAMELA J. HITNER REVOCABLE LIVING TRUST

By: *Pamela J. Hitner*  
Pamela J. Hitner, Trustee of Pamela J. Hitner Revocable Living Trust

TRUST ACKNOWLEDGMENT

STATE OF OR )  
 ) SS  
COUNTY OF COOS )



On this 24 day of July, 2012, before me, the undersigned Notary Public, personally appeared William H. Hitner, Trustee of William H. Hitner, Jr Revocable Living Trust, and known to me to be an authorized trustee or agent of the trust that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the trust.

By: *Tonya L Tucker* Residing at Coquille  
Notary Public in and for the State of OR My commission expires 7-9-14

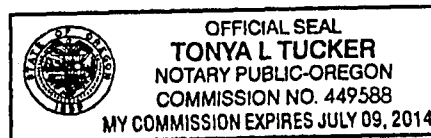
DEED OF TRUST  
(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF OR )  
 )  
COUNTY OF COOS ) SS  
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On this 24 day of July, 2012, before me, the undersigned Notary Public, personally appeared Pamela J. Hitner, Trustee of Pamela J. Hitner Revocable Living Trust, and known to me to be an authorized trustee or agent of the trust that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the trust.

By Tonya L. Tucker Residing at Coosville  
Notary Public in and for the State of OR My commission expires 7-9-14

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

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

Its: \_\_\_\_\_



**PRELIMINARY REPORT**  
(Continued)

Order No.: 360612005649-TTCOO42

**EXHIBIT "ONE"**

The NE ¼ of the NW ¼ and the NW ¼ of the NE ¼ of Section 8, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of Government Lot 1 (NE ¼ of the NE ¼) of Section 8, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying West of the South Fork of the Coquille River.

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COOS COUNTY CLERK, OREGON  
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