



**Coos County
Planning Department
Property Line Adjustment
Application**

Official Use Only
Fee \$ 200
Receipt No. 206305
Check No./Cash 1562
Date 1/7/19
Received By L. Brown
File No. PLA-19-001

Introduction

The purpose of a property line adjustment application is to review changes in property lines when no new lots are being created. Property lines may be changed to account for the location of fences, driveways, gardens and buildings. For example, a property owner may discover that a fence is located on a neighbor's property. As a solution, the affected property owners may agree to relocate their property lines. A property line adjustment review is needed to make sure the change is consistent with zoning standards.

In addition to filling out the application form, the applicant needs to draw a plot plan. The plot plan will show the property lines and dimensions, and the location of all buildings, wells, septic tanks and drain field for the parcels which are being adjusted.

The applicants need to submit the application to the Planning Department. Once the application and plot plan are accepted, staff will review the proposal.

A single adjustment of one line between two abutting properties will be approved as an administrative act.

Multiple adjustments between more than two abutting properties will be processed as a land use decision and may be approved as a single application on condition that each adjustment is completed prior to the next, in accordance with ORS Chapter 92.

Approval will become final after the applicant(s) complies with the approval criteria including completion of surveys when required and recording of the property line adjustment deed(s). These must be completed within one year of the approval.

This information is provided as a courtesy and is not intended to replace the provisions of Article 6.3.

If you have any questions about this application, please feel free to contact this office at 541-396-7770 or visit us at 225 North Adams Street in Owen Building in Coquille, Oregon.

Please complete the following sections:

A. Property 1:

Owner(s): TAT ENTERPRISES, LLC Telephone: 541-290-0463
Address: P.O. Box 97
City/State: COOS BAY, OR Zip Code: 97420
Lien Holder(s): _____
Address: _____
City/State: _____ Zip Code: _____
Township: 24S Section: 35C
Range: 13W Tax Lot: 3700
Tax Account: 189200 Zoning District: RR-2
Initial Lot Size: 7.25 AC Adjusted Lot Size: 8.50 AC

B. Property 2:

Owner(s): TAT ENTERPRISES, LLC Telephone: 541-290-0463
Address: P.O. Box 97
City/State: COOS BAY, OR Zip Code: 97420
Lien Holder(s): _____
Address: _____
City/State: _____ Zip Code: _____
Township: 24S Section: 35C
Range: 13W Tax Lot: 3706
Tax Account: 99919427 Zoning District: RR-2
Initial Lot Size: 4.27 AC Adjusted Lot Size: 3.02 AC.

C. Applicant:

Name: TODD GOERGEN Telephone: 541-290-0463
Address: P.O. Box 97
City/State: COOS BAY, OR Zip Code: 97420

D. Surveyor

Name/Company: TROY RAMBO Telephone: 541-751-8900
Address: P.O. Box 809
City/State: NORTH BEND, OR Zip Code: 97459

E. Purpose of the Property Line Adjustment

THE PURPOSE IS TO ADJUST THE BOUNDARIES AS SHOWN
THEN SUBMIT A PARTITION APPLICATION

F. Criteria from Article 6.3

ARTICLE 6.3 PROPERTY LINE ADJUSTMENTS

SECTION 6.3.100 PROPERTY LINE ADJUSTMENTS:

As set forth in ORS 92.190(3), the common boundary line between lots or parcels may be adjusted in accordance with this section without the replatting procedures in ORS 92.180 and 92.185 or the vacation procedures in ORS Ch. 368. Once a lot or parcel line has been adjusted, the adjusted line shall be the boundary or property line, not the original line. The Director has authority to approve a line adjustment as an Administrative Action.

SECTION 6.3.125 PROCEDURE:

1. An application for a line adjustment or elimination shall be filed by the owners of all lots or parcels affected. The application shall be accompanied by an appropriate fee and contain the following information:
 - a. Reason for the line adjustment;
 - b. Vicinity map locating the proposed line adjustment or elimination in relation to adjacent subdivisions, partitions, other units of land and roadways;
 - c. A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan shall also show the approximate location of all structures within ten (10) feet of the proposed adjusted line;
 - d. 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.
- e. A notice of application and decision will be provided to any and all lien holders of record for the property that will be affected by the proposed adjustment. Applicants should consult with any and all such lien holders prior to submittal of an application.
2. A line adjustment is permitted only where an additional unit of land is not created and where the lot or parcel reduced in size by the adjustment complies with the requirements of the applicable zone except that a line adjustment for the purpose of exchange or transfer of land between resource land owners shall be allowed so long as:
 - a. No parcel is reduced in size contrary to a condition under which it was formed;
 - b. The resulting parcel sizes do not change the existing land use pattern (e.g. two conforming parcels must remain conforming; and
 - c. Two non-conforming parcels may remain non-conforming; and, two parcels, one conforming and one non-conforming, may remain as such regardless of which parcel is non-conforming after the exchange or transfer).
 3. An encroachment of existing or planned structures will not be created within required setbacks as a result of the line adjustment.
 4. A line adjustment for a lot or parcel that contains a dwelling, not on a public sanitation system, and is less than an acre before the adjustment and further reduced as a result of the adjustment shall obtain documentation from Department of Environmental Quality (DEQ) that the sanitation system will still meet their requirements.
 5. In resource lands, a unit of land containing a dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling.
 - a. A resource unit of land less than 160 acres and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;
 - b. A resource unit of land 160 acres or greater and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted below 160 acres with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;
 - c. A resource unit of land 160 acres or greater and containing a dwelling approved as a 160-acre dwelling, or approved for construction of a 160-acre dwelling, cannot be reduced below 160 acres for the purpose of qualifying the vacant unit for a 160-acre dwelling.
 6. Same Designation: A line adjustment shall only be permitted where the sale or transfer of ownership is made between abutting owners of like designated lands, residential lands, commercial lands, industrial lands, resource lands, and estuary zoned lands unless an existing structure encroaches over an existing property boundary or the boundary line adjustment is required to comply with requirements of the State Department of Environmental Quality for a subsurface sewage system.

7. Property line adjustments are subject to a twelve (12) day appeal period. If appealed, this will be treated as a Planning Director's decision and the procedures in Article 5.8 will be followed. A notice of the decision will be mailed to the applicant and to all neighborhood or community organizations recognized by the County and whose boundaries include the site. Notice of the decision will also be mailed to the owners of record of property on the most recent property tax assessment roll where such property is located:
 - a. Within 100 feet of the exterior boundaries of the contiguous property ownership which is the subject of the notice if the subject property is wholly or in part within an urban growth boundary;
 - b. Within 250 feet of the exterior boundaries of the contiguous property ownership which is the subject of the notice if the subject property is outside an urban growth boundary and not within a farm or forest zone;
 - c. Within 750 feet of the exterior boundaries of the contiguous property ownership which is the subject of the notice if the subject property is within a farm or forest zone.

SECTION 6.3.150 EASEMENTS AND ACCESS:

A line adjustment shall have no affect on existing easements or access. Access shall not be eliminated through a property line adjustment process. If an access is potentially affected then an easement may be created for access to comply with this criterion.

SECTION 6.3.175 MAPPING AND FILING REQUIREMENTS:

1. Map and Monuments Required:
 - a. For any resulting lot or parcel ten acres or less, a survey map that complies with ORS 209.250 shall be prepared;
 - b. The survey map shall show all structures within ten (10) feet of the adjusted line;
 - c. The survey shall establish monuments to mark the adjusted line.
2. Approval and Filing Requirements:
 - a. Upon determination that the requirements of this section have been met, the Director shall advise the applicant in writing that the line adjustment is tentatively approved;
 - b. Within one year from the date of tentative approval, the applicant shall prepare and submit to the Director any map required by Section 6.2.800(4) and Section 6.2.800(5) if a survey is required. If no map is required, the applicant shall submit proof that the requirements of the tentative approval have been met. The Director shall indicate final approval by endorsement upon the map, if any, or if no map is required the Director shall advise the applicant in writing that final approval has been granted;
 - c. Once endorsed by the Director, the map shall then be submitted to the County Surveyor. When the map is filed, the County Surveyor shall indicate the filing information on the map;
 - d. A line adjustment shall be effective when the map is filed by the County Surveyor and an instrument (e.g. deed or covenant) is recorded with the County Clerk. If no map is required, then the line adjustment shall be effective when final approval is granted by the Director and an instrument is recorded with the County Clerk;

- e. If a survey is required, the Deed shall be recorded and the Survey Map shall be filed simultaneously. The survey map, with the signature of the Coos County Planning Director shall be submitted to the County Surveyor along with the required filing fee. The survey map will be given a filing number which will be added to the Property Line Adjustment deed. The deed will then be recorded whereupon the recording number for said deed will be added to the face of the survey map. Said map will then be filed with the County Surveyor, completing the process.
- f. The property line adjustment deed must be submitted on the exact format found in Figure 1 below.

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

I hereby attest that I am authorized to make the application for a discretionary decision 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.



Property 1



Property 2

FEES

The Coos County Board of Commissioners has adopted a schedule of fees and if the property owners understand they are subject to the fee. If a hearings officer is required to review this matter the property is responsible for actual cost of processing the application.



Property 1



Property 2

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



Property 1

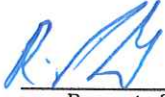


Property 2



Property 1

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

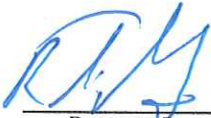


Property 2

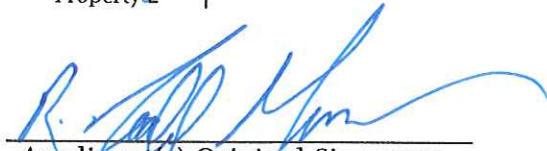


Property 1

As the applicant(s) I/we acknowledge pursuant to Section 6.3.175(2), the property line adjustment deed must be recorded with the County Clerk within one year from the date of final approval from the Planning Department.



Property 2



Applicant(s) Original Signature

Applicant(s) Original Signature

Date

1/7/19

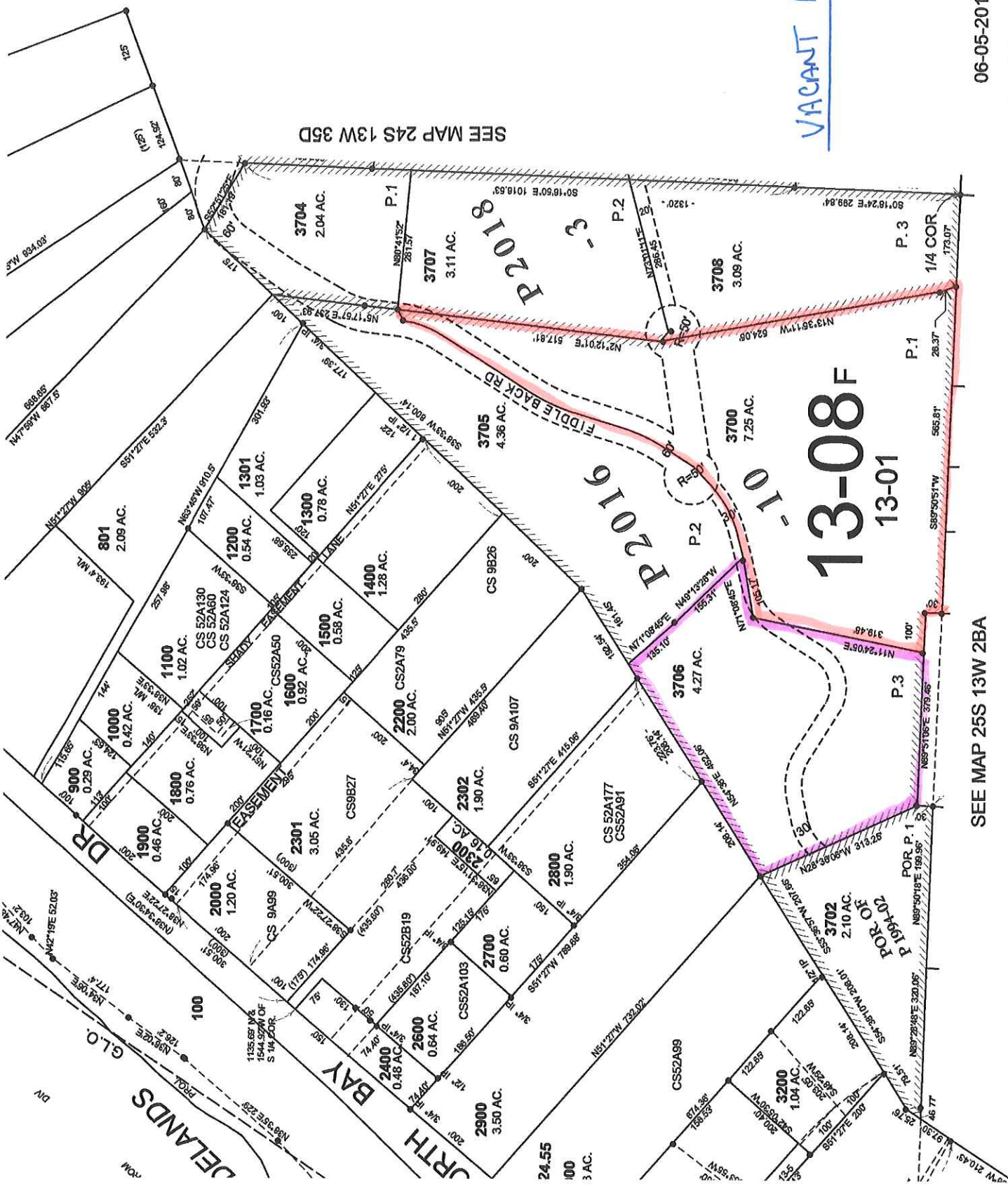
Date

Applicant(s) Original Signature

Applicant(s) Original Signature

Date

Date



SEE MAP 24S 13W 35D

VACANT LAND

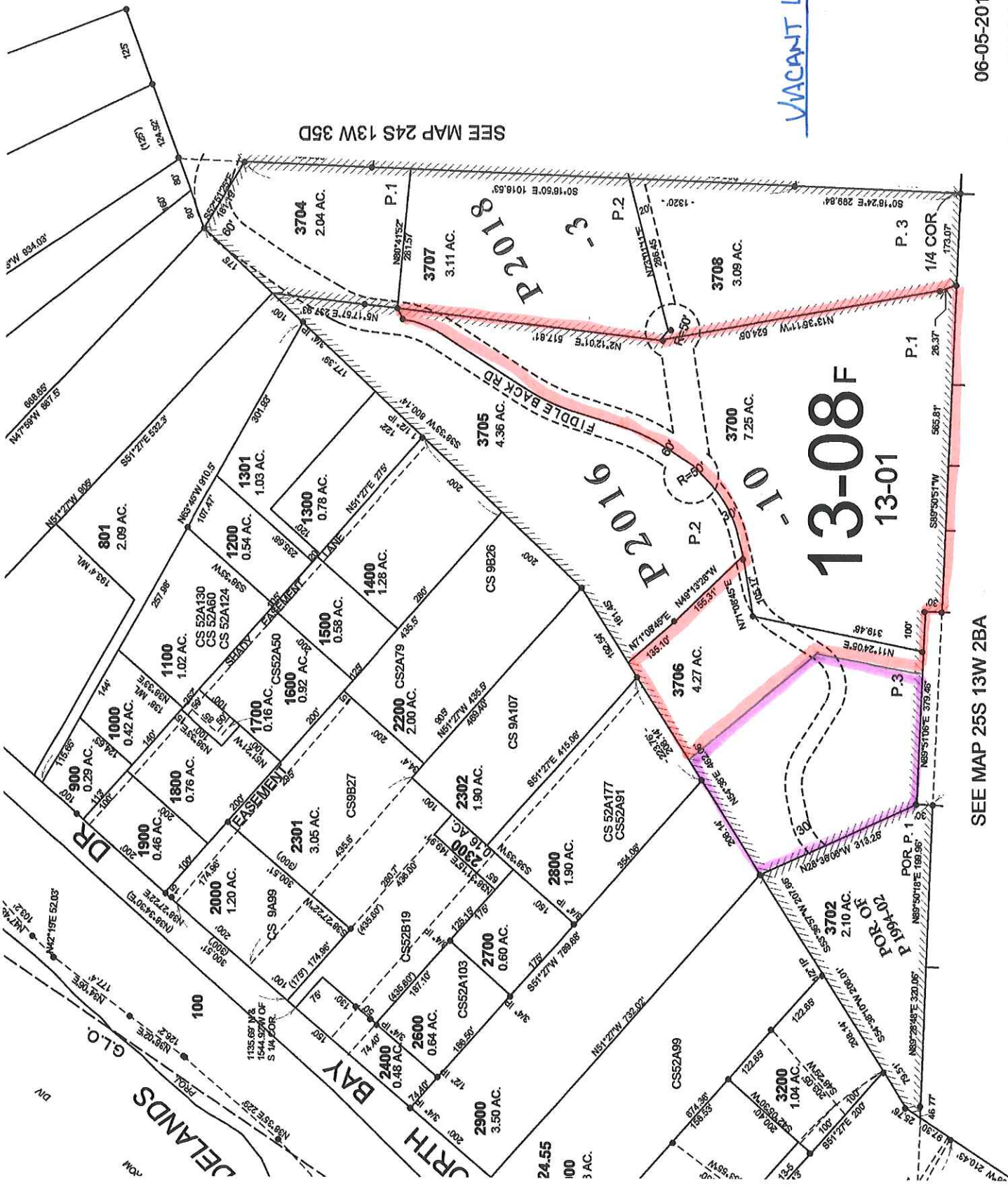
06-05-2018

24S 13W 35C

SEE MAP 25S 13W 2BA

BEFORE ADJUSTMENT

13-08F
13-01



SEE MAP 24S 13W 35D

VACANT LAND

06-05-2018

24S 13W 35C

SEE MAP 25S 13W 2BA

AFTER ADJUSTMENT



300 W Anderson
(541)269-5127

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

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

Customer Ref.: TAT
Order No.: 360618025077
Effective Date: October 22, 2018 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:

TAT Enterprises, LLC

Premises. The Property is:

(a) Street Address:

24-13-35C TL 03700, North Bend, OR 97459

(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. Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019
Amount: \$456.52, plus interest, if any
Levy Code: 1301
Account No.: 189200
Map No.: T24-13-35C TL 03700

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

7. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Weyerhaeuser Company
Recording Date: October 1, 1980
Recording No: 80-4-6228
9. Terms and provisions of appurtenant easement recorded September 11, 1981 bearing Microfilm Reel No. 81-04-0718, Records Coos County, Oregon.
10. Terms and provisions of appurtenants easement recorded February 15, 1990 bearing Microfilm Reel No. 90-02-0867, Records Coos County, Oregon.

11. 1994 #02 Final Partition Plat, including the terms and provisions thereof,

Recorded: January 12, 1994
Microfilm No.: 94-01-0431, CAB C/36
12. Easement as disclosed on 1994 #02, Final Partition Plat, including the terms and provisions thereof,

Recorded: January 12, 1994, CAB C/36
Microfilm No.: 94-01-0431
13. Covenants, conditions, restrictions and easements, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: January 3, 2014
Recording No: 2014-00039
14. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$500,000.00
Dated: January 10, 2014
Trustor/Grantor: TAT Enterprises, LLC
Trustee: Ticor Title Company
Beneficiary: Brenda G. Robbins
Recording Date: January 14, 2014
Recording No: 2014-00274
15. Roadway Maintenance Agreement,

Executed by: TAT Enterprises and Steven & Eva Shimotakahara
Recording Date: January 21, 2015
Recording No.: 2015-00497
16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Steven G. Shimotakahara and Eva E. Shimotakahara
Purpose: ingress and egress
Recording Date: January 21, 2015
Recording No: 2015-00508
17. Re-Plat of a Portion of Parcel 1 of Partition 1994 #2, known as Partition of 2015 #15, CAB C/687, including the terms and provisions thereof,

Recording Date: December 8, 2015
Recording No.: 2015-10805
18. Re-Plat of Parcel 1 of Partition 2015 #15, 2016 #10, CAB C/702, including the terms and provisions thereof,

Recording Date: December 16, 2016
Recording No.: 2016-11101

Ticor Title Company of Oregon
Order No. 360618025077

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

Parcel I:

Parcel 1 of Final Partition Plat 2016 #10, CAB C/702, filed and recorded December 16, 2016 bearing Microfilm Reel No. 2016-11101, Records Coos County, Oregon.

Parcel II:

Together with easement for ingress and egress as set forth in instrument recorded September 11, 1981 bearing Microfilm Reel No. 81-4-0718, Records Coos County, Oregon and together with easement for ingress and egress in instrument recorded February 15, 1990 bearing Microfilm Reel No. 90-02-0867, Records Coos County, Oregon.

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

RECORDING REQUESTED BY:
GRANTOR:
Brenda G Robbins

COOS COUNTY, OREGON 2014-00273
\$56.00 01/14/2014 03:04:58 PM
Pg=3

GRANTEE:
TAT Enterprises, LLC



Terril L. Turi, Coos County Clerk

SEND TAX STATEMENTS TO:
TAT Enterprises, LLC
P O BOX 97
COOS BAY, OR 97420

AFTER RECORDING RETURN TO:
TAT Enterprises, LLC
P O BOX 97
COOS BAY, OR 97420

AFTER RECORDING
RETURN TO
Ticor Title Company
300 West Anderson Ave. - Box 1075
Coos Bay, OR 97420-0233
9709

Escrow No: 360613009709-TTCOO06
24S-13-35C TL3700 & 24S-13-35D TL101
Coos Bay, OR 97420

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Brenda G Robbins, Grantor, conveys and warrants to

TAT Enterprises, LLC, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

SEE LEGAL DESCRIPTION ATTACHED HERETO

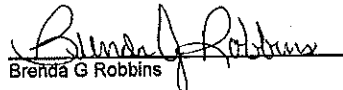
THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$600,000.00. (See ORS 93.030)

Subject to and excepting:

2013/14 taxes, covenants, conditions, restrictions, easements, rights of way, homeowners association assessments, if any, and matters now of record.

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

DATED this 10th day of January, 2014


Brenda G Robbins

360613009709-TTCOO06
Deed (Warranty-Statutory)

LEGAL DESCRIPTION

Parcel I:

Parcel 1 of Final Partition Plat 1994 #02, CAB C/36, filed and recorded January 12, 1994 bearing Microfilm Reel No. 94-01-0431, Records Coos County, Oregon.

SAVE AND EXCEPT that property conveyed by Warranty Deed recorded November 14, 2005 bearing Microfilm Reel No. 2005-17306, Records Coos County, Oregon and re-recorded December 13, 2005 bearing Microfilm Reel No. 2005-18760, Records Coos County, Oregon.

ALSO SAVE AND EXCEPT that property conveyed by Property Line Adjustment Deed recorded August 17, 2010 as instrument no. 2010-7497, records of Coos County, Oregon.

Parcel II:

Together with easement for Ingress and egress as set forth in instrument recorded September 11, 1981 bearing Microfilm Reel No. 81-4-0718, Records Coos County, Oregon and together with easement for ingress and egress in instrument recorded February 15, 1990 bearing Microfilm Reel No. 90-02-0867, Records Coos County, Oregon.

COOS County Assessor's Summary Report Real Property Assessment Report

FOR ASSESSMENT YEAR 2018

NOT OFFICIAL VALUE

September 18, 2018 9:30:17 am

Account # 189200
Map # 24S1335C003700
Code - Tax # 1301-189200

Tax Status ASSESSABLE
Acct Status ACTIVE
Subtype NORMAL

Legal Descr See Record

Mailing Name TAT ENTERPRISES, LLC

Deed Reference # 2014-00273

Agent

Sales Date/Price 01-10-2014 / \$600,000.00

In Care Of

Appraiser

Mailing Address PO BOX 97
COOS BAY, OR 97420-0010

Prop Class 100 MA SA NH Unit
RMV Class 100 01 07 RRL 3450-5

Situs Address(s) Situs City

Code Area		RMV	MAV	Value Summary AV	RMV Exception	CPR %
1301	Land	96,990			Land	0
	Impr.	0			Impr.	0
Code Area Total		96,990	47,560	47,560		0
Grand Total		96,990	47,560	47,560		0

Code Area		ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			Trended RMV		
							TD%	LS	Size	Land Class	LUC	
1301	10	<input checked="" type="checkbox"/>			RR-2	Market	102	A	7.25	MV	003	96,990
Grand Total									7.25			96,990

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

Code Area		Type	Exemptions/Special Assessments/Potential Liability							
1301			SPECIAL ASSESSMENT:							
			■ FIRE PATROL TIMBER	Amount	18.75	Acres	7.25	Year	2018	
			NOTATION(S):							
			■ SUBDIVIDED/PARTITION/CH 92 ADDED 2017	2/24/17 Partition Plat w/ 4.36 ac to new TL3705 & 4.27 ac to new TL3706; This acct now 7.25 ac bare land. MJS						

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

Pay Online Now with Credit Card or Check

24-Oct-2018

TAT ENTERPRISES, LLC
 PO BOX 97
 COOS BAY, OR 97420-0010

Tax Account #	189200	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	1301
Situs Address		Interest To	Nov 15, 2018

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2018	ADVALOREM	\$442.82	\$456.52	\$0.00	\$13.70	\$456.52	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$443.86	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$939.77	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,356.94	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,441.50	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,408.68	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,371.61	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,325.26	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,299.68	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,265.30	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,247.23	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,214.03	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,178.29	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,177.01	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,120.18	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,088.20	Nov 15, 2003
Total		\$442.82	\$456.52	\$0.00	\$13.70	\$18,334.06	

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SW1/4 SEC.35C T24S R13W W.M.
COOS COUNTY

24S 13W 35C

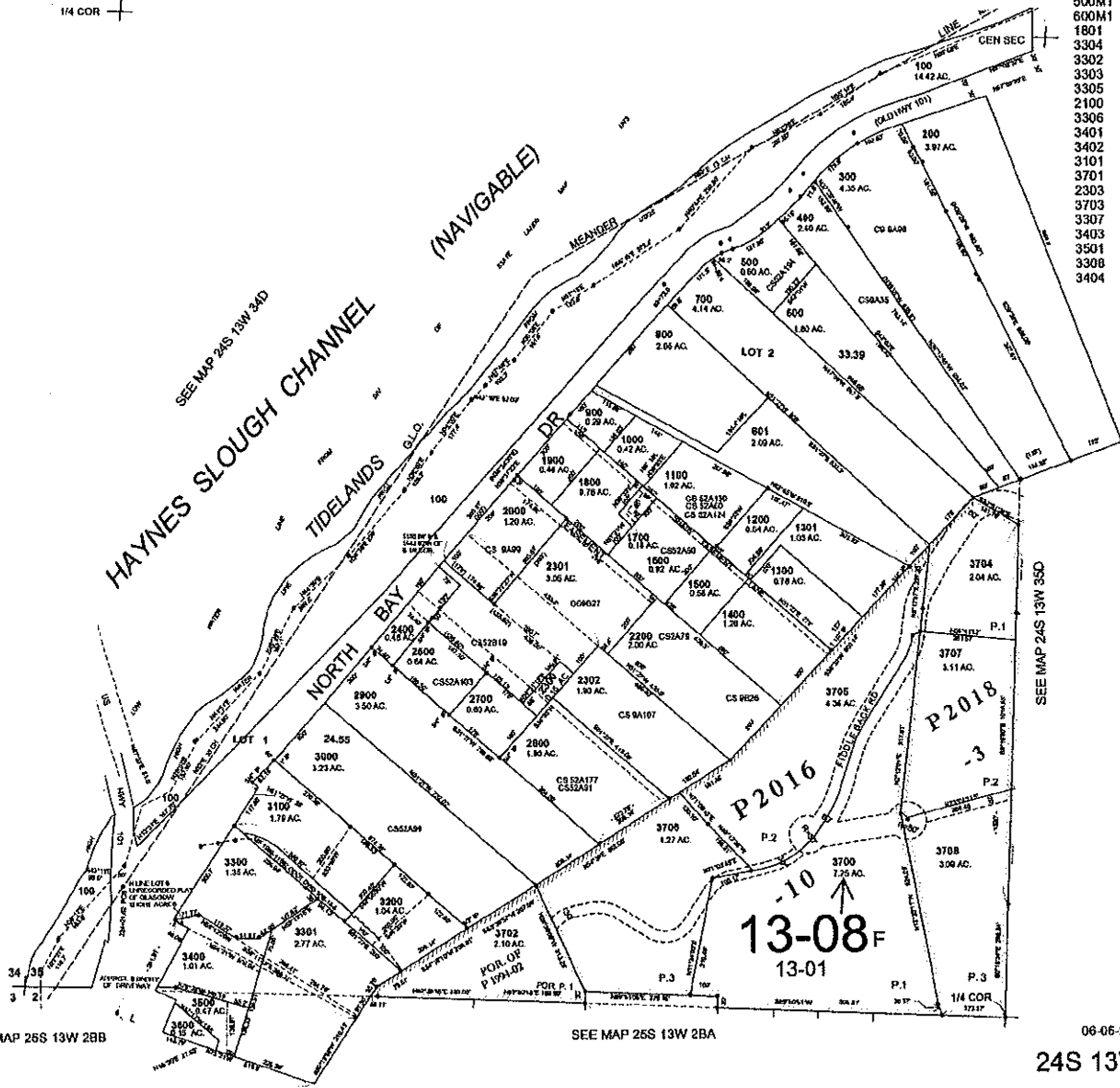
1" = 200'

SEE MAP 24S 13W 35A

CANCELLED NO.

- 2500
- 400M1
- 500M1
- 600M1
- 1801
- 3304
- 3302
- 3303
- 3305
- 2100
- 3306
- 3401
- 3402
- 3101
- 3701
- 2303
- 3703
- 3307
- 3403
- 3501
- 3308
- 3404

1/4 COR +



06-06-2018

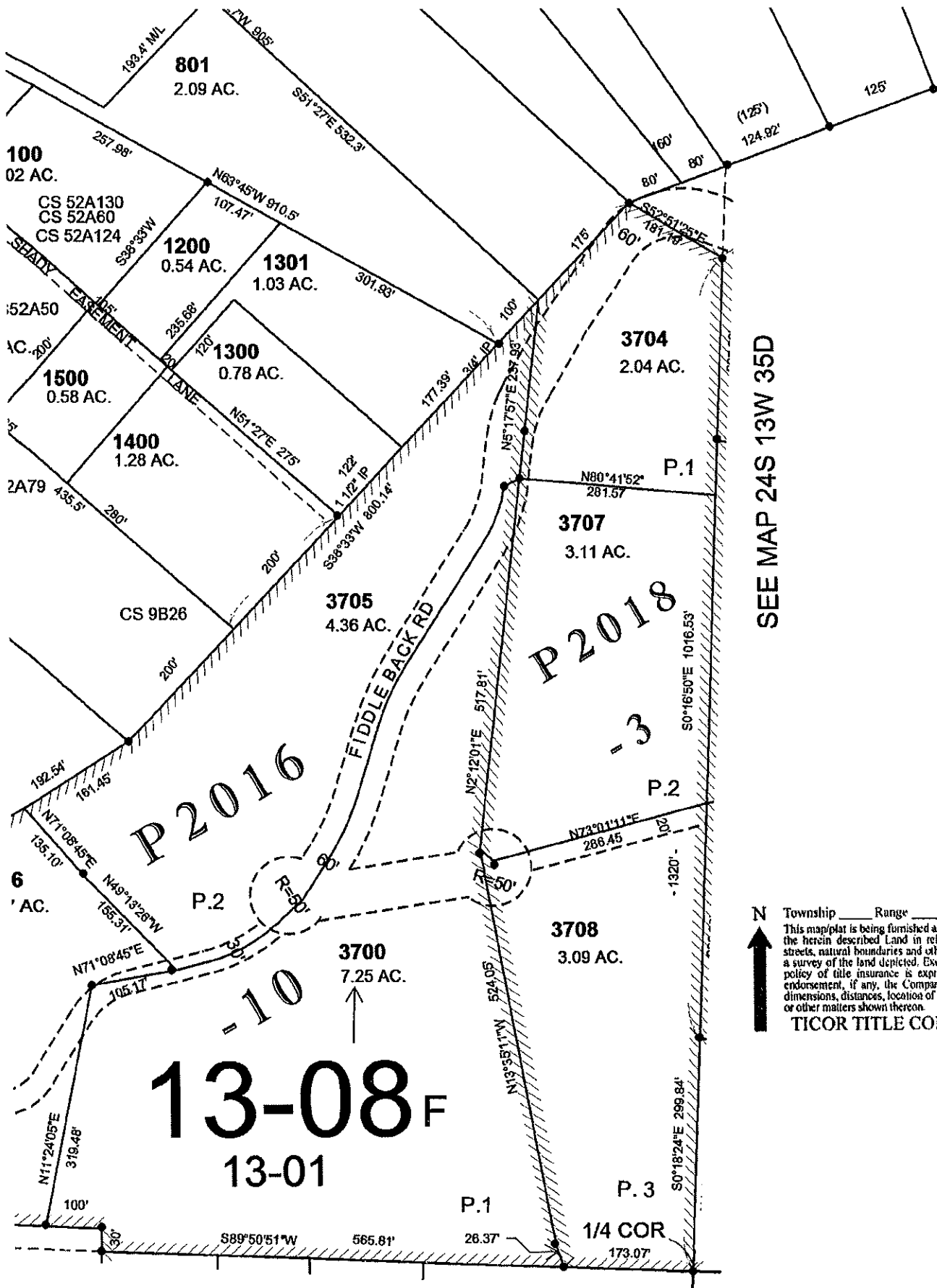
24S 13W 35C

N Township _____ Range _____ Section _____

↑

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

TICOR TITLE COMPANY



SEE MAP 24S 13W 35D

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

13-08_F
 13-01

W 2BA

06-05-2018

24S 13W 35C

81 4 0718

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS, that GEORGE E. WALKER and LOLA SWINNEY, Grantors, do hereby grant unto EVELYN L. SWEET, THEODORE S. ELLINGSEN and MYRLE J. ELLINGSEN, Grantees, a perpetual unrestricted easement for purposes of egress and ingress and installation of utilities; said easement to be sixty (60) feet in width beginning on the South boundary and extending to the North boundary of that parcel described in Microfilm Reel No. 77-4-04929, Deed Records of Coos County, Oregon. The centerline of said easement is more specifically described as follows:

Beginning at a point on the South boundary of said parcel (#77-4-04929) from which its South-westerly corner bears South 67° 01' West 195.07 feet; thence along a curve to the left having a radius of 1,041.74 feet and through a central angle of 4°26'27" for an arc distance of 80.74 feet (the long chord of which bears North 27°10'46" West 80.72 feet); thence North 29°24' West 135.56 feet to the point of a curve to the left; thence along said curve, having a radius of 358.10 feet, and through a central angle of 25°45'00" for an arc distance of 160.94 feet (the long chord of which bears North 42°16'30" West 159.59 feet); thence North 55°09' West 13.03 feet to the point of a curve to the right; thence along said curve, having a radius of 169.52 feet, and through a central angle of 26°00'00" for an arc distance of 76.47 feet (the long chord of which bears North 42°09'00" West 75.82 feet); thence North 29°09' West 69.03 feet to the point of a curve to the left; thence along said curve, having a radius of 337.03 feet, and through a central angle of 13°00'00" for an arc distance of 76.47 feet (the long chord of which bears North 35°39'00" West 76.31 feet); thence North 42°09' West 68.84 feet to the point of a curve to the right; thence along said curve, having a radius of 229.18 feet, and through a central angle of 19°10'00" for an arc distance of 76.67 feet (the long chord of which bears North 32°34'00" West 76.31 feet); thence North 22°59'00" West parallel and 30 feet Northeasterly of the Westerly boundary of said parcel (#77-4-04929) for a distance of 255.28 feet, more or less, to the North boundary of said parcel (#77-4-04929) also being the Southerly right-of-way line of the Old Oregon Coast Highway (North Bay Drive).

Easement - 1

81 4 0719

Said easement is intended for the benefit of real property owned by Grantees in Section thirty-five (35), Township twenty-four (24) South, Range thirteen (13) West of the Willamette Meridian.

Grantors also grant unto Grantees the right to use said easement for the benefit of other real property not owned by Grantees, in the South half (S-1/2) of the Southeast quarter (SE-1/4) of said Section thirty-five (35), and to authorize the use of said easement by the owners of real property in said South half (S-1/2) of the Southeast quarter (SE-1/4) of said Section thirty-five (35).

This easement is a non-exclusive easement and Grantors reserve the right to use the same in conjunction with Grantees.

The rights granted hereby shall inure to the benefit of Grantees, their heirs, Personal Representatives and assigns.

IN WITNESS WHEREOF, the Grantors above named have hereunto set their hands this 9th day of September, 1981.

George E. Walker
George E. Walker

Lola Swinney
Lola Swinney

STATE OF OREGON)
COUNTY OF COOS) ss.
September 9, 1981

Personally appeared the above named GEORGE E. WALKER and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Albert J. Wegner
ALBERT J. WEGNER
Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
COUNTY OF COOS) ss.
September 9, 1981

Personally appeared the above named LOLA SWINNEY, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

Easement - 2
Albert J. Wegner
ALBERT J. WEGNER Notary Public for Oregon
My Commission Expires 6-26-84

RECORDED SEP 11 1981 AT 11:14
668
777
4504
MARY ANN WILSON, COUNTY CLERK

After recording return to:

80 4 6228

NAME, ADDRESS, ZIP

Until a change is requested, mail all tax statements to:

NAME, ADDRESS, ZIP

CORPORATE WARRANTY DEED - STATUTORY FORM

MEYERHAEUSER COMPANY

duly organized and existing under the laws of the State of Wash. Grantor, conveys and warrants to

THEODORE S. ELLINGSEN and MYRLE J. ELLINGSEN, as Tenants by the Entirety as to an undivided one-half interest, and EVELYN L. SWERT, as fee simple as to an undivided one-half interest.

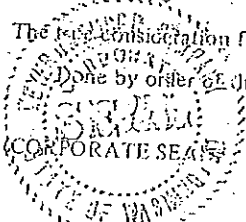
Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in Lane County, Oregon, to-wit: Coos

As shown on attached Schedule A

(IF INSUFFICIENT SPACE, CONTINUE DESCRIPTION ON ADDITIONAL PAGE)

The said property is free from all encumbrances except As shown on attached Schedule B

The total consideration for this conveyance is \$ the exchange of other lands Done by order of the grantor's board of directors on September 18, 19 80



MEYERHAEUSER COMPANY

By R. M. Wolf vice President

By Robert N. Mogensen Asst. Secretary

STATE OF Wash. County of King SS. September 19, 19 80

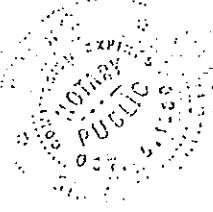
Personally appeared R. M. Wolf and Robert N. Mogensen who, each being first duly sworn, did say that the former is the (vice) president and that the latter is the (assistant) secretary of the corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed.

(OFFICIAL SEAL)

Before me: [Signature] Notary Public for WA. My commission expires: 10-25-80

CASCADE TITLE COMPANY

FORM NO. 109



DESCRIPTION SHEET

See page 1 for vesting and encumbrances, if any.

Description of the tract of land which is the subject of this report:

PARCEL 1: Beginning at the quarter section corner on the East line of Section 35, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, which is marked by an iron pipe; thence North 84° 51' West 441.35 feet to an iron pipe; thence West 696.0 feet; thence South 42° 27' West 996.25 feet; thence South 16° 58' East 142.94 feet; thence South 67° 01' West 1099.40 feet; thence South 32° 38' West 975.0 feet; thence South 54° 30' West 1120.0 feet; thence South 30° 24' West 8.60 feet, more or less, to a point on the South line of said Section 35; thence East 1688.4 feet, more or less, along said South line to the South quarter corner of said Section; thence North 1320 feet, more or less, along the East line of the SE 1/4 of the SW 1/4 of said Section to the Northeast corner thereof; thence East 2640 feet, more or less, along the South line of the N 1/2 of the SE 1/4 of said Section to the East line of said Section 35; thence North 1320 feet, more or less, along said East line of said Section 35 to the point of beginning, being in Lot 4, in Lot 2, of Lot 1, in the SE 1/4 of the SW 1/4, in the NE 1/4 of the SE 1/4 and in the NW 1/4 of the SE 1/4.

PARCEL 2: A strip of land in Lot 3 and the NW 1/4 of the SE 1/4 of Section 35, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, extending from the Southerly boundary of the Oregon State Highway, as now located in said Lot 3 to the Northerly boundary of that part of the NW 1/4 of the SE 1/4 of said section conveyed by Paul P. Murphy, Inc., to Meyerhaeuser Timber Company by deed recorded in Book 170, page 431, Deed Records of Coos County, Oregon, and which said strip of land is bounded on the West by the tract of land conveyed by P. E. Walburn et ux to Ethel Sledge by deed recorded in Book 153, page 601, Deed Records of Coos County, Oregon, and bounded on the East by the tract of land conveyed by E. F. Waterman et ux to D. T. Unroe by deed recorded in Book 156, page 124, Deed Records of Coos County, Oregon.

Report No.

644-782

36/35, 37, 38 and 39

-----CONTINUED-----

EXHIBIT A

80 4 6200

MEER NATIONAL TITLE INSURANCE COMPANY

C O P Y

PARCEL 3: Beginning at a point on the North line of said Lot 1, West 322.6 feet from the Northwest corner of the Plat of Glasgow, Coos County, Oregon, said point also being the Northwest corner of a tract of land in said Lot 1 heretofore conveyed by the Oregon Iron and Steel Company to Howard I. Hendrick et ux in a deed recorded in Book 166, page 291, Deed Records of Coos County, Oregon; thence South 30° 24' West along the Westerly line of said Hendrick tract a distance of 834.77 feet to the Northwest corner of a tract of land in said Lot 1 heretofore conveyed by the Loritan Investment Company to Frank J. Schweiger et ux in deed recorded in Book 138, page 420, Deed Records of Coos County, Oregon; thence South 30° 24' West along the Westerly line of said Schweiger tract for a distance of 177.1 feet; thence along a curve to the left with a radius of 100.0 feet through a central angle of 155° 30' for a distance of 259.77 feet; thence along a curve to the right with a radius of 140.0 feet through a central angle of 152° 35' for a distance of 362.5 feet to a point on the North line of the County Road; thence Westerly along said North line a distance of 40 feet, more or less, to the Southeast corner of a tract of land in said Lot 1 heretofore conveyed by Eric G. Berg et ux to A. P. Russell et ux in deed recorded in Book 149, page 295, Deed Records of Coos County, Oregon, said Southeast corner being a point on a curve of 100.0 foot radius, said curve at said point being tangent to a line which bears North 35° 53' East; thence along the Easterly and Northerly lines of said Russell tract on said 100.0 foot radius curve to the left through a central angle of 160° 59' for a distance of 268.80 feet; thence along a curve to the right with a radius of 140.0 feet through a central angle of 155° 30' for a distance of 372.45 feet to the Southeast corner of a tract of land in said Lot 1 heretofore conveyed by the Ladd Estate Company to Louis E. Abrams in deed recorded in Book 140, page 228, Deed Records of Coos County, Oregon; thence North 30° 24' East along the Easterly line of said Louis E. Abrams tract for a distance of 360.0 feet to the Southeast corner of a tract of land in said Lot 1 heretofore conveyed by the Ladd Estate Company to Leon Abrams in deed recorded in Book 152, page 251, Deed Records of Coos County, Oregon; thence North 30° 24' East along the Easterly line of said Leon Abrams tract for a distance of 344.07 feet to the Southeast corner of a tract of land in said Lot 1 and Lot 1 of Section 35, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, heretofore conveyed to John F. Ryan et ux to George Koines et ux in deed recorded in Book 138, page 269, Deed Records of Coos County, Oregon; thence North 30° 24' East along the Easterly line of said Koines tract for a distance of 210.5 feet to the Southeast corner of a tract of land in Lot 1 of said Section 2 and Lot 1 of said Section 35 heretofore conveyed by Ida Hinse to George Koines et ux in deed recorded in Book 150, page 45, Deed Records of Coos County, Oregon; thence North 30° 24' East along the Easterly line of said Koines tract for a distance of 88.70 feet to a point on the North line of said Lot 1, in Section 2, said point being the Southwest

SNEER NATIONAL TITLE INSURANCE COMPANY

C O P Y

corner of a tract of land in Lots 4, 2, 1, and the SE 1/4 of the SW 1/4 and the N 1/2 of the SE 1/4 of said Section 35, heretofore conveyed by Paul P. Murphy, Inc., to the Weyerhaeuser Timber Company in deed recorded in Book 170, page 431, Deed Records of Coos County, Oregon; thence Easterly along the Southerly line of said Weyerhaeuser tract, said Southerly line also being the North line of said Lot 1 of said Section 2, for a distance of 46.4 feet, more or less, to the point of beginning.

A part of Lot 1 of Section 2, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a point which is 322.0 feet West and 720.0 feet South of the Northwest corner of the Plat of Glasgow in said Section 2, said point of beginning being the Northeast corner of a tract of land in said Lot 1, heretofore conveyed by Loritan Investment Company to Frank J. Schweiger et ux. by deed recorded in Book 138, page 420, Deed Records of Coos County, Oregon; thence West along the North line of said Schweiger tract for a distance of 422.42 feet; thence South 30° 24' West along the Westerly line of said Schweiger tract for a distance of 135.23 feet to the true point of a 100 foot radius curve to the left through a central angle of 155° 30' for a distance of 259.77 feet; thence along a 140.0 foot radius curve to the right through a central angle of 9° 47' 12" for a distance of 28.90 feet to the point of tangency and the point of beginning of a 111.0 foot radius curve extending in a reverse direction Northwesterly and to the right from a line bearing South 64° 41' 12" West; thence along said 111.0 foot radius curve through a central angle of 145° 42' 48" for a distance of 282.29 feet, more or less, to the true point of beginning.

EXCEPT: A part of Lot 1 of Section 2, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a point which is 554.89 feet South and 2167.18 feet West of the North quarter section corner of said Section 2, said point of beginning being the West Northerly point of a tract of land in said Lot 1 heretofore conveyed by Eric O. Berg et ux to A. P. Russell et ux, by a deed recorded in Book 140, page 295, Deed Records of Coos County, Oregon, and the point of tangency of a 140.0 foot radius curve with a line bearing South 30° 24' West; thence Southerly and Easterly along the Northeasterly line of said Russell tract of said curve to the left through a central angle of 155° 30' for a distance of 372.45 feet; thence along a 100.0 foot radius curve to the right through a central angle of 9° 47' 12" for a distance of 17.08 feet to the point of tangency with, and the point of beginning of a 151.0 foot radius curve extending in a reverse direction Northwesterly and to the right from a line bearing South 64° 41' 12" West; thence along said 151.0 foot radius curve through a central angle of 145° 42' 48" for a distance of 384.01 feet to a point on the Easterly line of a tract

80 4 6232

AMERICAN NATIONAL TITLE INSURANCE COMPANY

C O P Y

of land in said Lot 1 heretofore conveyed by Ladd Estate Company to Louis E. Abrams by a deed recorded in Book 146, page 220, Deed Records of Coos County, Oregon; thence South 30° 24' West along said Easterly line for a distance of 41.87 feet, more or less, to the point of beginning.

PARCEL 4: An Easement lying within a 60 foot wide right of way which is 30 feet on each side of, when measured radially from the following described center line: Beginning at a point on the North line of said SW 1/4 of the SE 1/4 which is North 89° 47' East 328.9 feet from the Northwest corner of said subdivision; thence South 38° West 50.0 feet; thence South 50° West 50.0 feet; thence North 88° 30' West 50.0 feet; thence North 84° 30' West 100.0 feet; thence North 68° 30' West 50.0 feet; thence North 70° West 50.0 feet; thence North 84° West 17.0 feet, more or less, to a point on the West line of said SW 1/4 of the SE 1/4, which is 13.0 feet due South of the Northwest corner of said subdivision.

1. 1980-1981 Taxes, a lien not yet payable (Accounts #1879.03, #1889.00, #1892.00, #3076.00, #3080.11; Codes #13.0. and #13.08)
2. Mineral and Mineral Rights including the terms and provisions thereof, reserved in deed recorded February 20, 1941, in Book 159, page 420, Deed Records of Coos County, Oregon.
3. Right of Way, including the terms and provisions thereof, conveyed to West Coast Power Company, in instrument recorded September 30, 1941, in Book 140, page 523, Deed Records of Coos County, Oregon.
4. Mineral and Mineral Rights, including the terms and provisions thereof, reserved in deed recorded January 14, 1947, in Book 166, page 159, Deed Records of Coos County, Oregon.
5. Easement, including the terms and provisions thereof, conveyed to Frank J. Schweiger in instrument recorded September 26, 1969, bearing Microfilm Reel No. 69-9-42401, Records of Coos County, Oregon.
6. Easement, including the terms and provisions thereof, conveyed to City of Coos Bay et al in instrument recorded December 17, 1971, bearing Microfilm Reel No. 71-12-66523, Records of Coos County, Oregon.
7. Terms and provisions of Easement, recorded December 2, 1977, bearing Microfilm Reel No. 77-2-01647, Records of Coos County, Oregon.
8. The Right, Title and Interest of Coos County in and to Parcel 2 by reason of Treasurer's deed recorded April 18, 1980 bearing Microfilm Reel No. 77-2-01647, Records of Coos County, Oregon.
9. The Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors, forever, an undivided one-half interest in and to the following: (1) All geothermal steam and heat, and (2) all ores and minerals of any nature whatsoever in or upon said land, including, but not limited to, coal, oil and gas, together with the right to enter upon said lands for the purpose of exploring the same for such geothermal resources, ores and minerals for the purpose of drilling, opening, developing and working mines and wells thereon and taking out and removing therefrom all such geothermal resources, ores and minerals and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purposes; provided, that the Grantees and their heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon, caused by the exercise of any rights herein reserved; provided, further, that the exercise of such rights by the Grantor shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.
10. The Grantor further reserves for a period of three (3) years from execution of this deed, all timber with the right to cut and remove the same from the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$), Lot Four (4), and that portion of the Northwest Quarter of The Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$) lying Northerly of Grantor's 0115 logging road.
11. Unrecorded easement for a water pipeline dated February 15, 1966 granted to Cecil C. Thrush and Esther Thrush over the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) and assigned to Irwin Prentice and Virginia Prentice.

EXHIBIT B

460

RECORDED OCT 1 1985 AT 4:33
MARY ANN WALSON, COUNTY CLERK2006
419

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that THEODORE S. AND NYRLE J. ELLINGSEN, AND EVELYN L. SWEET, Grantors, do hereby grant unto STEVEN H. SWEET, Grantee, a perpetual unrestricted easement for purposes of egress and ingress and installation of utilities over a parcel of land described as follows:

A parcel of land situated in Section 35, Township 24 South, Range 13 W.W.M., Coos County, Oregon. Beginning at a point 2,275.27 feet north and 1,122.70 feet east from the South 1/4 corner of said Section 35, thence, S 43°19' E 369.24 feet to the point of beginning; thence, N 16°58' W 11.50 feet; thence, N 13°06' W 108.60 feet; thence, N 4°17' E 252.20 feet; thence, N 26°07' W 108.70 feet; thence, N 37°41' W 170.70 feet; thence, N 32°11' W 82.10 feet; thence N 5°41' W 169.50 feet to South right of way line of Old Oregon Coast Highway; thence, S 58°17'30" W along said South right of way line 28.83 feet; thence S 5°41' E 173.6 feet; thence, S 32°11' E 105.9 feet; thence S 37°41' E 167.2 feet; thence S 26°07' E 87.3 feet; thence S 4°17' E 242.6 feet; thence, S 13°06' E 117.4 feet; thence, S 16°58' E to a point which is S 42°29' W of the point of beginning; thence, N 42°29' E to the point of beginning.

Said easement is intended for the benefit of real property owned by Grantee in portions of Section 35, Township 24 South, Range 13 West Willamette Meridian.

Grantors also grant unto Grantee the right to use said easement for the benefit of other real property not owned by Grantee in the South half (S1/2) of the Southeast quarter (SE1/4) of said Section 35, and to authorize the use of said easement by the owners of real property in said South half (S1/2) of the South east quarter (SE1/4) of said Section 35.

This easement is a non-exclusive easement and Grantors reserve the right to use the same in conjunction with Grantee.

The rights granted hereby shall inure to the benefit of Grantee, his heirs, Personal Representatives and assigns.

EASEMENT - PAGE NO. 1

Return to: Ted Ellingsen, 2485 Liberty, North Bend, OR 97459

IN WITNESS WHEREOF, the Grantors above named have hereunto set their hands this 15th day of February, 1990.

Theodore S. Ellingsen
Theodore S. Ellingsen

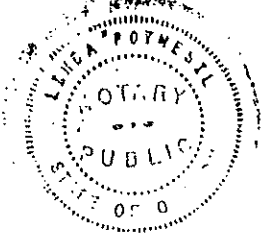
Myrtle J. Ellingsen
Myrtle J. Ellingsen

Evelyn L. Sweet
Evelyn L. Sweet

STATE OF OREGON)
COUNTY OF COOS) ss.

February 15, 1990

Personally appeared the above named Theodore S. and Myrtle J. Ellingsen, and Evelyn L. Sweet and acknowledged the foregoing instrument to be theirs voluntary act and deed. Before me:



Linda P. ...
Notary Public for Oregon
My commission expires: Oct. 5, 1990

~~2006~~
~~419~~
State of Oregon)
County of Coos) 90-2-0861 ⁴¹⁹

I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at
4:20 PM FEB. 15, 1990

By M. Baugh Deputy
#pages 2 Fee \$ 10-2-20

94 01 0431

FINAL PARTITION PL

LOCATED IN THE SW1/4 A1
TOWNSHIP 24 SOUTH, RANGE 13
AND THE NW1/4 OF 1
TOWNSHIP 25 SOUTH, RANGE 13
COOS COL

RECORDED 94010431
Mary Ann Wilson,
Deputy County Clerk, certifies
this within instrument
was filed for record at
By: [Signature] Deputy
pages 2 Fee \$ 33.00
(6)



OWNER: STEVEN H. SWEET
2725 WILLANCH WAY
NORTH BEND, OR 97459

PREPARED BY: STUNTZNER ENGINEERING & FORESTRY
705 SOUTH 4TH
COOS BAY, OR 97420

REFERENCE SURVEY

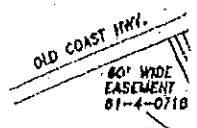
CS9B26, WILCOX, 1988

REFERENCE DEED

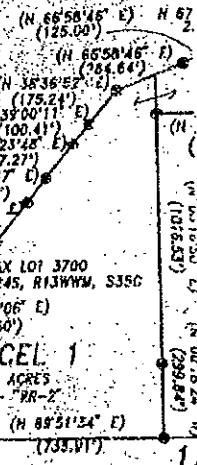
90-1-0005

REFERENCE EASEMENTS

81-4-0719
89-05-1981
90-2-0867

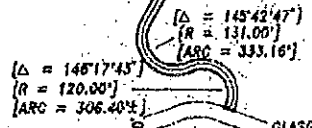


TAX LOT 600
T24S, R13W1/4



PARCEL 1
45.79± ACRES
ZONE - RR-2

CENTER LINE DESCRIPTION
OF 40' WIDE TL200
[SK024°W 976.80']
TAX LOT 200
T25S, R13W1/4, S02B8

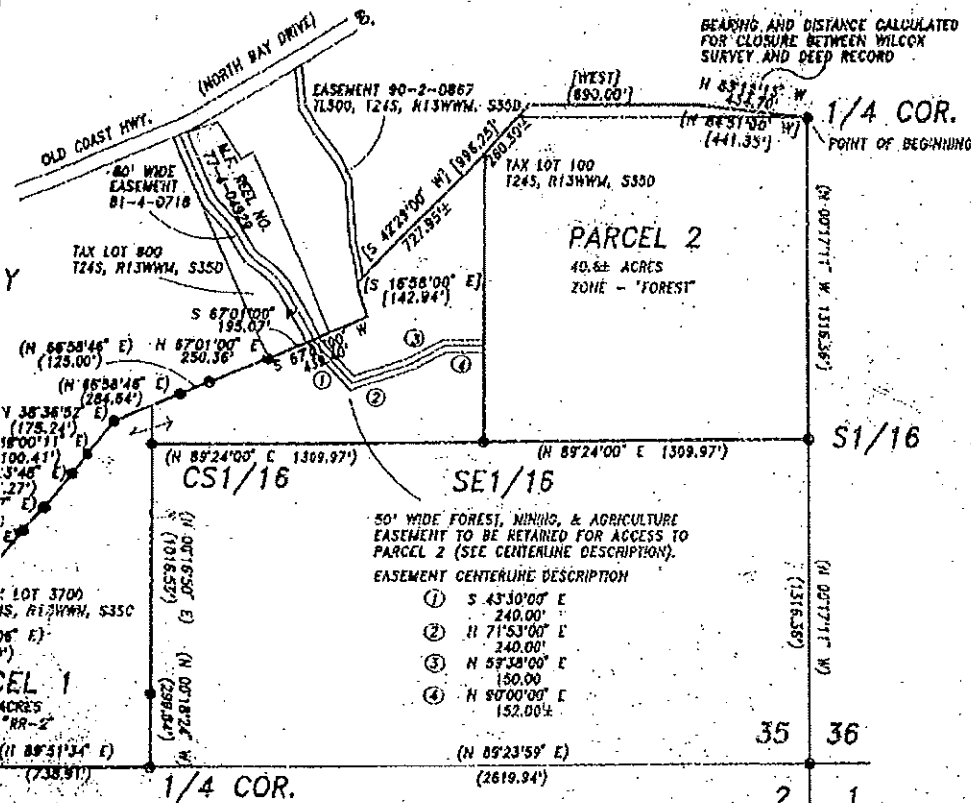


- ### LEGEND
- () RECORD INF
 - [] RECORD INF
 - EASEMENTS
 - MONUMENT

1026

TITIGATION PLAT - SWEET PARTITION 94 01 0431

E SW1/4 AND THE SE1/4 OF SECTION 35,
 RANGE 13 WEST OF THE WILLAMETTE MERIDIAN,
 NW1/4 OF THE NW1/4 OF SECTION 2,
 RANGE 13 WEST OF THE WILLAMETTE MERIDIAN,
 COOS COUNTY, OREGON.



LEGEND

- () RECORD INFORMATION PER CS9B26
- [] RECORD INFORMATION PER DEED 90-1-0005
- EASEMENTS
- MONUMENT OF RECORD

1027

REGISTERED PROFESSIONAL LAND SURVEYOR
Ronald E. Sturtezer
 OREGON
 BORN 21 1877
 RONALD E. STURTEZER
 1941
 COPIES 12/31/94

1944 #2
CAB C-36

94 01 0431

N
5,
MERIDIAN,
MERIDIAN,

BEARING AND DISTANCE CALCULATED
FOR CLOSURE BETWEEN MILCOX
SURVEY AND DEED RECORD

N 85°17'15" W
311.70'
(N 85°17'15" W)
(441.35')

1/4 COR.
POINT OF BEGINNING

SUBJECT PROPERTY

TAX LOT 200, T25, R13, S2BC
TAX LOT 3700, T24, R13, S35C
TAX LOT 100, T24, R13, S35D

TOTAL ACREAGE: 84.39 ACRES

EASEMENT DESCRIPTION

A 50 FOOT WIDE EASEMENT OF WHICH THE CENTERLINE
IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF
THAT PARCEL DESCRIBED IN MICROFILM REEL NO.
77-4-04929; DEED RECORDS OF COOS COUNTY, OREGON,
FROM WHICH THE SOUTHWESTERLY CORNER OF SAID
PARCEL BEARS SOUTH 87°01'00" WEST 195.07 FEET;
THENCE SOUTH 45°30'00" EAST 240.00 FEET; THENCE
NORTH 71°53'00" EAST 240.00 FEET; THENCE NORTH
59°38'00" EAST 150.00 FEET; THENCE NORTH 90°00'00"
EAST 152.00 FEET, MORE OR LESS, TO THE WEST
BOUNDARY OF PARCEL 2 OF THIS PLAT.

2
EST

(N 00°17'15" W 1518.85')

309.97')

S1/16

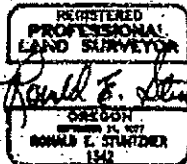
C
76

(N 00°17'15" W)
(1518.85')

35 36

2 1

SCALE: 1" = 400'



Stuntzner Engineering & Forestry

ENGINEERING • LAND SURVEYING • FORESTRY
PLANNING • WATER RIGHTS

740 Beach 4th St.
P.O. Box 22294, Dept. 118
Coos Bay, Oregon 97420

Phone (503) 237-8773
Fax (503) 237-9464

Drawn By	DAVE FOSTER	Date	OCTOBER 20, 1994
Checked By	TOM HOSKILL	Revised No.	02-00011
Customer No.		Sheet No.	
Job Name	STREET PARLOR		Sheet No.

1028

94 01 0431

PARTITION PLAT # _____

SWEET PARTITION

SURVEYOR'S CERTIFICATE

I, RONALD E. STUNTZNER, CERTIFY THAT I HAVE CORRECTLY DESCRIBED THE LANDS SUBJECT TO THIS PARTITION. SAID DESCRIPTION IS BASED UPON DEED INSTRUMENT NO. 90-1-0003 AND 053926, BOTH RECORDS OF COOS COUNTY, OREGON. PURSUANT TO ORS 92.040(6), NO ACTUAL SURVEY WAS PERFORMED IN THE PREPARATION OF THIS PARTITION PLAT.

SAID TRACT OF LAND IS LOCATED IN PORTIONS OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 13 WEST, OF THE WILLAMETTE MERIDIAN AND IN PORTIONS OF THE NW1/4 OF THE NW1/4 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 13 WEST, OF THE WILLAMETTE MERIDIAN, ALL IN COOS COUNTY, OREGON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER (E1/4) OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 13 WEST, OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE SOUTH 00°17'11" EAST 1316.38 FEET TO THE SOUTH SIXTEENTH CORNER (S1/16) OF SAID SECTION 35; THENCE SOUTH 89°24'00" WEST 1309.97 FEET TO THE SOUTHEAST SIXTEENTH CORNER (SE1/16) OF SAID SECTION 35; THENCE CONTINUING SOUTH 89°24'00" WEST 1309.97 FEET TO THE CENTER SOUTH SIXTEENTH CORNER (CS1/16) OF SAID SECTION 35; THENCE SOUTH 00°16'50" WEST 1016.53 FEET; THENCE SOUTH 00°16'24" EAST 289.84 FEET TO THE SOUTH QUARTER CORNER (S1/4) OF SAID SECTION 35; THENCE SOUTH 89°51'34" WEST 758.91 FEET; THENCE SOUTH 89°50'36" WEST 379.62 FEET; THENCE SOUTH 89°50'18" WEST 199.96 FEET; THENCE SOUTH 89°28'48" WEST 320.06 FEET; THENCE SOUTH 89°28'48" WEST 44.88 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF A 40 FOOT WIDE STRIP OF LAND EXTENDING SOUTHERLY TO THE NORTH RIGHT-OF-WAY LINE OF GLASGOW COUNTY ROAD; THE CENTERLINE OF SAID STRIP OF LAND BEGINS 22.44 FEET EASTERLY OF THE LAST CALLED POINT, THENCE PROCEEDS SOUTH 30°24' WEST 978.60 FEET; THENCE ALONG A CURVE LEFT WITH A CENTRAL ANGLE OF 145°42'47" WITH A RADIUS OF 151.00 FEET AND AN ARC LENGTH OF 333.16 FEET; THENCE ALONG A CURVE RIGHT WITH A CENTRAL ANGLE OF 146°17'43" WITH A RADIUS OF 120.00 FEET AND AN ARC LENGTH OF 306.40 FEET, MORE OR LESS; TO THE NORTH RIGHT-OF-WAY LINE OF SAID GLASGOW COUNTY ROAD; THENCE NORTH 30°23'56" EAST 8.60 FEET, MORE OR LESS, FROM THE NORTHWEST CORNER OF SAID 40 FOOT WIDE STRIP OF LAND; THENCE NORTH 54°37'54" EAST 79.51 FEET; THENCE NORTH 54°38'51" EAST 208.01 FEET; THENCE NORTH 54°37'38" EAST 415.21 FEET; THENCE NORTH 54°38'50" EAST 208.19 FEET; THENCE NORTH 54°18'09" EAST 15.60 FEET; THENCE NORTH 54°40'55" EAST 192.42 FEET; THENCE NORTH 38°18'57" EAST 200.09 FEET; THENCE NORTH 38°49'02" EAST 200.00 FEET; THENCE NORTH 38°33'47" EAST 122.37 FEET; THENCE NORTH 38°23'46" EAST 177.27 FEET; THENCE NORTH 39°00'11" EAST 100.41 FEET; THENCE NORTH 38°35'52" EAST 175.24 FEET; THENCE NORTH 66°58'16" EAST 284.64 FEET; THENCE NORTH 66°58'40" EAST 125.00 FEET; THENCE NORTH 67°01'00" EAST 250.36 FEET; THENCE NORTH 67°01'00" EAST 439.40 FEET; THENCE NORTH 16°58'00" WEST 142.94 FEET; THENCE NORTH 42°29'00" EAST 956.25 FEET; THENCE WEST 890.00 FEET; THENCE SOUTH 83°12'13" EAST 434.70 FEET TO THE POINT OF BEGINNING (CALCULATED BEARING AND DISTANCE TO CLOSE WITH POINT OF BEGINNING; RECORD BEARING AND DISTANCE TO THE QUARTER CORNER IS SOUTH 94°51'00" EAST 441.33 FEET PER DEED).

SAID TRACT OF LAND CONTAINS 84.39 ACRES, MORE OR LESS.

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Ronald E. Stuntzner
OREGON
APPROVED BY 1977
RONALD E. STUNTZNER
1547
F 0925 12/31/94

1029

SURI

Stuntzner
706 South
Coos Bay,
Phone: (541) 338-1111
Fax: (541) 338-1112

PLAN

I, William Grille, P/E
this Plat is in con-
formity with the
Zoning and Land Use
Ordinances of
COOS COUNTY, OREGON.
William Grille
WILLIAM GRILLE
PLANNING DIRECTOR
COOS COUNTY, OREGON

COU

I, Karla Seidel, C
this Plat complies
pursuant to the C
County Assessor's
Manual with the
County Assessor's
Manual of Coos County, Oregon.

Karla E. Seidel
KARLA SEIDEL
COUNTY SURVEYOR
COOS COUNTY, OREGON

COU

I, County Assessor,
taxes and all spe-
cial assessments shall
be placed upon li-
censed property during the tax year.

Mary Ann Wilcox
MARY ANN WILCOX
COUNTY ASSESSOR
COOS COUNTY, OREGON

CC

I, Mary Ann Wilcox
this Partition Plat
No. 94-01-0431
this 12th day of
Mary Ann Wilcox
MARY ANN WILCOX
COUNTY CLERK
COOS COUNTY, OREGON

COUN

The County Road Dept
complies with the Roc
Land Development Ord

Mervin Sackett
MERVIN SACKETT
COUNTY ROADMASTER
COOS COUNTY, OREGON

SURVEYOR

94.01.0431

OWNE

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

STEVEN H. SWEET
2712 WILLANCH WY
NORTH BEND, OR

PLANNING DIRECTOR

OWNE

I, William Grieb, Planning Director of Coos County, Oregon, hereby certify that this Plat is in conformity with the applicable requirements of the Coos County Zoning and Land Development Ordinances.

I, the undersigned, subject to this plat accords with C

William Grieb 7 JAN 94
WILLIAM GRIEB
PLANNING DIRECTOR
COOS COUNTY, OREGON

DATE

Access to parcel is map. As a result he will hold Coos for damage which a result of the un this Partition.

Glasgow County R. Coos County.

COUNTY SURVEYOR

I, Karisa Seidel, County Surveyor of Coos County, Oregon, hereby certify that this Plat complies with the requirements for accuracy and completeness pursuant to the Coos County Zoning and Land Development Ordinances.

Karisa Seidel
KARISA SEIDEL
COUNTY SURVEYOR
COOS COUNTY, OREGON

12-29-93
DATE

Steven H. Sweet
Steven H. Sweet

STATE OF OREGON
COUNTY OF COOS

THIS IS TO CERTIFY PERSONALLY APPEARED 1993, WHO HAVE / CERTIFICATE AS TH HAVE HEREUNTO SI MY COMMISSION EX

David D. F
NOTARY PUBLIC

COUNTY ASSESSOR

I, County Assessor of Coos County, Oregon, hereby certify that all Ad Valorem taxes and all special assessments, fees, or other charges required by law to be placed upon the tax rolls which have become or which will become a lien during the tax year, have been paid.

David D. F
COUNTY ASSESSOR
COOS COUNTY, OREGON

12/29/93
DATE

WATE

COUNTY CLERK

PERMIT #28291

I, Mary Ann Wilson, County Clerk of Coos County, Oregon, hereby certify that this Partition Plat was recorded into the Coos County records in Merrellin No. 94-01-0431, Volume 2, Page 35, Record of Plats, this 29th day of JANUARY, 1994.

Mary Ann Wilson by David D. F
MARY ANN WILSON
COUNTY CLERK
COOS COUNTY, OREGON

DATE

COUNTY ROADMASTER

The County Road Department approval is hereby granted to the developer who has complied with the Road Department requirements per the Coos County Zoning and Land Development Ordinance dated July, 1985.

Mary Ann Wilson
COUNTY ROADMASTER
COOS COUNTY, OREGON

1-3-94
DATE

10.30

OWNER

1994 #2
CAB C-36

04 01 0431

STEVEN H. SWEET
2725 WILLANCH WAY
NORTH BEND, OR 97459

OWNER'S DECLARATION

I, the undersigned, hereby certify that I am the party of this interest in the lands subject to this partition and I have caused the partition Plat to be prepared in accordance with ORS Chapter 92.

Access to parcel 2 is via the 60 foot wide private easement as shown on the Plat map. As a condition of approval of this Plat the undersigned hereby agrees that he will hold Coos County harmless from and indemnify the county for any liability for damage which may occur to the undersigned or his property whatsoever as a result of the undersigned's failure to build, improve, or maintain roads shown in this Partition.

Coos County Road and North Bay Drive are public rights-of-way maintained by Coos County.

Steven H. Sweet

12-16-93

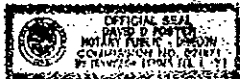
Steven H. Sweet

Date

STATE OF OREGON
COUNTY OF COOS

THIS IS TO CERTIFY THAT STEVEN H. SWEET
PERSONALLY APPEARED BEFORE ME ON THIS 16th DAY OF DECEMBER,
1993, WHO HAVE ACKNOWLEDGED THAT THEY HAVE SIGNED THE ABOVE OWNERS
CERTIFICATE AS THEIR VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF I
HAVE HEREUNTO SET MY SEAL THIS 16th DAY OF DECEMBER, 1993.
MY COMMISSION EXPIRES ON: 2-4-97

Daniel D. Foster
NOTARY PUBLIC FOR OREGON



WATER RIGHTS

PERMIT #28291

Stuntzner Engineering & Forestry

ENGINEERING • LAND SURVEYING • FORESTRY
PLANNING • WATER RIGHTS

1031

1031	SCOTT FIELD	DATE	OCTOBER 24, 1993
PROJECT BY	DAVE JOHNSON	DESIGNED BY	2511-1172
CHECKED BY		PROJECT	
IN CHARGE	DAVE JOHNSON	SCALE	AS SHOWN

AFTER RECORDING RETURN TO:
Anthony Motschenbacher
Motschenbacher & Blattner, LLP
117 SW Taylor Street, Suite 200
Portland, OR 97204

COOS COUNTY, OREGON **2014-00039**
\$91.00 **01/03/2014 11:48:53 AM**
Pgs=9



Terri L. Turl, Coos County Clerk

EASEMENT AND RESTRICTION AGREEMENT

This Easement and Restriction Agreement (the "Agreement") is entered into this 31st day of December, 2013 between Kenneth E. Denton and Catherine L. Denton, Husband and Wife ("Grantor") and TAT Enterprises, LLC ("Grantee").

RECITALS

A. Grantor owns the real property described in Exhibit A attached hereto ("Denton Property"). Grantee owns the real property described in Exhibit B attached hereto (the "Goergen Property").

B. Grantee desires to have an easement fifty (50) feet in width for utility purposes over the Denton Property and Grantor desires to grant such easement. The area for the easement is more particularly described in Exhibit C attached hereto (the "Easement Area").

C. Grantor desires to have restrictions on approximately twenty five (25) feet in width of the Goergen Property to restrict Grantee's development and Grantee desires to grant such restrictions. The area for the restriction is adjacent to the Denton Property and more particularly described in Exhibit D attached hereto (the "Restricted Area").

D. A map showing generally the location of the Easement Area and the Restricted Area is attached as Exhibit E. The map is only general in location and is not exact or to scale.

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth in this Agreement, and for other good and valuable consideration, Grantor and Grantee agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement for access and placement of utilities over, across, and under the Easement Area for the construction, operation and maintenance of underground utilities. The purpose of the easement is to provide access to the Goergen Property for utilities. Grantee and third party providers of utilities may place, own, operate, maintain, repair, disconnect, replace, augment, and remove property for the purpose of providing utilities to the Goergen Property. In no event will any structures incidental and appurtenant to the utility improvement be higher than six (6) feet in height. Grantee hereby agrees to not now or in the future construct or allow a third party to build

a connecting road for ingress and egress purposes upon the Goergen Property from the Easement Area.

1.1 Access for Maintenance. Grantor agrees that Grantee and third party providers of utilities and their agents shall have reasonable access over the Denton Property to the Easement Area for purposes of placing, owning, operating, repairing and maintaining any utilities or improvements that may be placed by the utility provider for using the utilities. Grantor shall not place any improvement or otherwise restrict the Easement Area in a manner that would unreasonably interfere with utility access or which would restrict the ability of a utility provider to place, repair or maintain any utility within the Easement Area.

1.2 Good Faith. The parties will work in good faith to place the utilities in a manner that will minimize damage to existing non native vegetation as long as reasonable access is provided for the placement of utilities. In addition, it is the intent of the parties that the Easement Area will abut up to existing utility easements on the Denton Property that will afford access of utilities from the existing easements to the Easement Area that will allow for the continued access of such utilities to the Goergen Property. If for some reason such existing easements do not exist or do not allow for access of such utilities over the Denton Property to the Goergen Property then Grantor and Grantee will work in good faith to provide for additional easement over the Denton Property to allow access of utilities to the Goergen Property. In addition, the easement granted in Section 1 must comply with the existing easements and covenants attached to the Denton Property.

2. Green Space Restriction. Grantee agrees to not place any road or other permanent improvements on the Restricted Area. The purpose of the restriction is that the Restricted Area will be a natural buffer between the Denton Property and the Goergen Property. Grantee may still use the Restricted Area and allow the placement of utility improvements over, under or across the Restricted Area.

3. Appurtenant Easement and Restriction. The easement granted in Section 1 and the restriction granted in Section 2 shall run with the benefitted and burdened properties, shall be perpetual, and shall be binding upon and benefit and burden the successors and assigns of the parties hereto and any person now or hereafter claiming any interest in the Goergen Property or the Denton Property. The parties understand that the Goergen Property is made up of more than one lot and maybe further subdivided in the future. The Easement granted in Section 1 shall benefit the entire Goergen Property and each individual lot thereof as the property may be subdivided in the future.

4. Covenants. Grantor and Grantee hereby covenants with each other that they are lawfully seized and possessed of their respective properties and have good and lawful right to grant the easement and restriction.

5. Venue. Any suit or action arising out of or relating to this Agreement or the enforcement or interpretation hereof shall be maintained in circuit court for the State of Oregon, and venue shall be in Coos County, Oregon.

6. Notices. All notices under this Agreement shall be in writing, and shall be effective when they are received. Notices may be (a) delivered personally, (b) delivered by a recognized overnight delivery service, or (c) mailed by certified United States mail, postage prepaid and return receipt requested. Notices shall be directed to the owners of the benefitted and burdened properties at the addresses of the owner on file with the Coos County tax assessor's office, and to such additional address as the owners of the respective properties may specify by written notice to the other owner.

7. Attorneys' Fees and Costs. If suit or action is entered into to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs in such suit or action and in any appeal therefrom.

8. Time Essence. Time is of the essence in regard to the performance of any obligation arising out of the terms of this Agreement.

9. No Public Purpose. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Denton Property or Goergen Property or of the Easement Area or Restricted Area to the general public, or for any public purpose whatsoever. This Agreement shall be limited to and for the purposes outlined in this Agreement. Except for the easement granted hereunder, Grantor reserves all rights in the Easement Area and any improvements and shall have full access and use of the Easement Area and any improvements thereon. Except for the restriction granted hereunder, Grantee reserves all rights in the Restricted Area and any improvements and shall have full access and use of the Restricted Area and any improvements thereon.

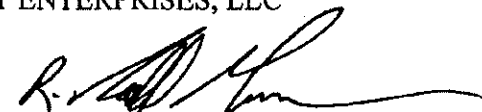
10. General Provisions.

10.1 Complete Agreement. This Agreement constitutes the complete and final agreement between the parties with respect to the matters covered by this Agreement, and this Agreement supersedes and replaces all prior written or oral agreements on the same matter.

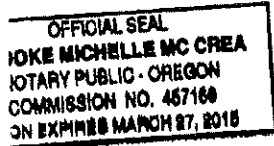
10.2 Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any provision of this Agreement constitute a waiver of any succeeding breach or a waiver of such provision itself. Any waiver of any provision of this Agreement shall be effective only if set forth in writing and signed by the party to be charged.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement to be effective on the date first set forth above.

TAT ENTERPRISES, LLC

By: 
Todd Goergen, Manager



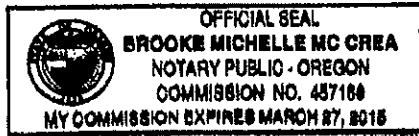


Catherine L. Denton
Catherine L. Denton

Kenneth E. Denton
Kenneth E. Denton

STATE OF OREGON)
) ss.
County of Coos)

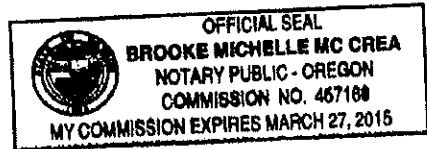
This instrument was executed before me on December 31st, 2013, by Todd Goergen, as Manager of TAT Enterprises, LLC.



Brooke Mc Crea
Notary Public for Oregon
My Commission Expires: March 27, 2015

STATE OF OREGON)
) ss.
County of Coos)

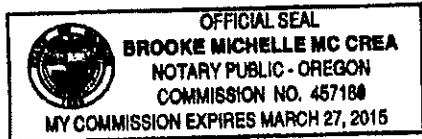
This instrument was executed before me on December 31st, 2013, by Catherine L. Denton.



Brooke Mc Crea
Notary Public for Oregon
My Commission Expires: March 27, 2015

STATE OF OREGON)
) ss.
County of Coos)

This instrument was executed before me on December 31st, 2013, by Kenneth E. Denton.



Brooke Mc Crea
Notary Public for Oregon
My Commission Expires: March 27, 2015

EXHIBIT A

Denton Property Legal Description

Lot 15, Glasgow Heights Final Subdivision Plat, Coos County, Oregon.

EXHIBIT B

Goergen Property Legal Description

Parcel 1 of Final Partition Plat 1994 #02, CAB C/36, filed and recorded January 12, 1994 bearing Microfilm Reel No. 94-01-0431, Records Coos County, Oregon.

SAVE AND EXCEPT that property conveyed by Warranty Deed recorded November 14, 2005 bearing Microfilm Reel No. 2005-17306, Records Coos County, Oregon and re-recorded December 13, 2005 bearing Microfilm Reel No. 2005-18760, Records Coos County, Oregon.

ALSO SAVE AND EXCEPT that property conveyed by Property Line Adjustment Deed recorded August 17, 2010 as instrument no. 2010-7497, Records of Coos County, Oregon.

EXHIBIT C

Denton Property Easement Area

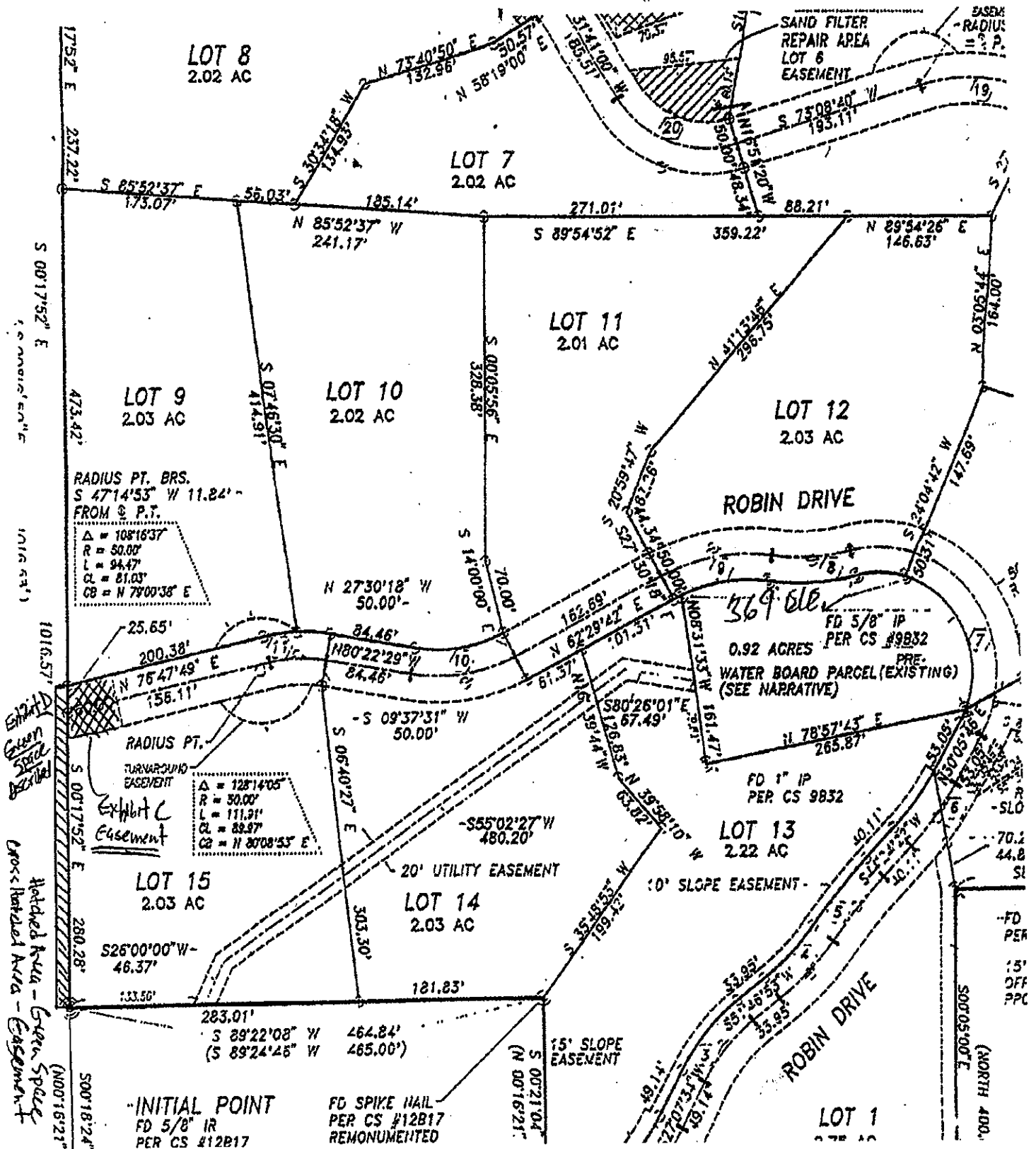
Beginning at the Northwest corner of Lot 15, Glasgow Heights Subdivision, recorded at MF#95-12-0937, Records of the Coos County Clerk; thence along the north line of said Lot 15, North 76°47'49" East 44.27 feet, more or less, to the northwest corner of Robin Drive per said Glasgow Heights Subdivision;
thence along the west line of said Robin Drive South 13°12'11" East 50.00 feet to the southwest corner of said Robin Drive;
thence South 76°47'49" West 55.73 feet, more or less, to the west line of said Lot 15;
thence along said west line North 00°17'52" West 51.30 feet, more or less, to the point of beginning.

EXHIBIT D

Goergen Property Restricted Area

Beginning at the Northwest corner of Lot 15, Glasgow Heights Subdivision, recorded at MF#95-12-0937, Records of the Coos County Clerk; thence along the west line of said Lot 15 South $00^{\circ}17'52''$ East 280.28 feet to the southwest corner of said Lot 15; thence South $89^{\circ}42'08''$ West 25.00 feet; thence North $00^{\circ}17'52''$ West 280.28 feet to a point lying South $89^{\circ}42'08''$ West 25.00 feet from the Point of Beginning; thence North $89^{\circ}42'08''$ East 25.00 feet to the point of beginning .

EXHIBIT E
General Map



COOS COUNTY, OREGON 2015-00497
\$71.00 01/21/2015 09:53:44 AM
Pgs=6



Terril L. Turi, Coos County Clerk

After recording, return to:
Anthony J. Motschenbacher
Motschenbacher & Blattner, LLP
117 SW Taylor Street, Suite 200
Portland, OR 97204

Troy Rambo

ROADWAY MAINTENANCE AGREEMENT

DATE: Jan 15, 2015 ("Effective Date")

PARTIES: TAT Enterprises,
an Oregon limited liability company ("TAT")

AND: Steven & Eva Shimotakahara ("Road User")

PROPERTY OWNER SHARE 8% ("Share")

RECITALS

- A. TAT owns property located near North Bay Road, as more particularly described on attached Exhibit A ("TAT Property"). TAT maintains a Private Road located on the TAT Property and on adjacent properties ("Private Road").
- B. Road User owns real property, more particularly described on attached Exhibit B ("Road User Property"). Road User desires to use the Private Road for ingress and egress to access the Road User Property.
- C. TAT desires to grant access to the Private Road pursuant to the terms of this Agreement. Road User agrees to pay Road User's Share of the cost of the maintenance of the Private Road.

NOW THEREFORE, in consideration of the mutual promises of the parties set forth in this Roadway Maintenance Agreement ("Agreement"), and for other good and valuable

consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Private Road.** The Private Road is that road located on the TAT Property and on the adjacent properties that is used to access North Bay Road. TAT shall repair, maintain, modify and improve the Private Road as it determines necessary in its sole discretion. All repair, maintenance, modifications or improvements shall be undertaken by TAT and TAT's approved contractors. Road User shall not have any right to do any work on the Private Road.

2. **Access.** Pursuant to the terms of this Agreement, Road User shall have non-exclusive access to the Private Road for purposes of ingress and egress from North Bay Road to the Road User Property.

3. **Road User's Share.** Road User shall pay to TAT a Share of all charges, costs and expenses in any way related to the repair, maintenance, modification or improvement of the Private Road. The Share is that percentage listed above.

4. **Damage.** If Road User's negligence, or the negligence of Road User's agents, invitees or licensees, causes damage to the Private Road, then Road User shall bear the entire cost of repair.

5. **Payment.** Payment to TAT shall be due within ten (10) days of written notice from TAT to Road User of the amount that is due. All amounts not paid within 10 days shall accrue interest at eighteen percent (18%) per annum. TAT shall keep reasonable records outlining the costs for one (1) year. Such records will be available for reasonable inspection by Road User. ~~TAT may require a reserve to cover future costs of repair, maintenance, modifications or improvements of the Private Road. To the extent authorized by law, TAT shall be entitled to have a lien on Road User Property if Road User fails to pay its Share when due.~~



6. **Use.** Use of the Private Road by Road User shall be for ingress and egress to Road User Property from North Bay Road only. Road User shall not block or interfere with any use of the Private Road by TAT, adjacent property owners, or any third party. In addition, Road User shall not use or allow use of the Private Road in any manner that would cause excess damage to the road, such as utilizing heavy equipment, tract vehicles, or improper use.



7. **Access and Temporary Easement.** Road User grants to TAT and TAT's contractors access to Road User Property in order to effectuate any repair, maintenance, modification, improvement or inspection of the Private Road.

8. **Indemnification.** Road User agrees to indemnify, hold harmless and defend TAT and its successors and assigns and all of their officers, managers, owners and agents from and against any and all losses, costs, expenses, damages or liabilities (including reasonable attorney fees) incurred or threatened to be incurred by any third party in any way arising out of the use of the Private Road by Road User or Road User's agents, invitees or licensees.

9. **Limitation of Liability.** Road User, on behalf of itself and all successors and assigns, agrees that the use of the Private Road is at their sole risk and hereby expressly releases and discharges TAT and their successors and assigns from all liability for any loss, injury or damage to persons, business or property arising from the use of the Private Road or otherwise related to this Agreement.

10. **Binding Effect.** This Agreement, and the rights and obligations granted under this Agreement, shall run with the TAT Property and the Road User Property, both as to benefit and burden, binding the parties and their successors and assigns. It is the intent of the parties to this Agreement to create a continuing obligation upon themselves and upon all subsequent owners of the TAT Property and the Road User Property, including any present or future division of existing lots.

11. **Enforcement.** In the event of any dispute between TAT and Road User, the parties to agree to first attempt to resolve the issue in good faith by submitting the issue to mediation. The cost of mediation shall be shared equally by the parties. The mediation, unless otherwise agreed, shall terminate if the parties are unable to resolve the dispute within thirty (30) days of the date of written notice requesting mediation given by one party to the other.

12. **Attorney Fees.** In the event either party files suit to interpret or enforce its rights under this Agreement, then, in addition to all other costs, damages and awards, the prevailing party shall recover its actual attorney fees (plus costs and paralegal and expert fees) as determined by the judge, whether in preparation, at trial, or on any appeal therefrom.

13. **Recording.** This Agreement may be recorded in the real estate records for Coos County, Oregon.

TAT Enterprises,
an Oregon limited liability company

ROAD USER

By: *R. Todd Goergen*
R. Todd Goergen, Manager

By: *Steven Shimotakahara*
Steven Shimotakahara

By: *Tanya Goergen*
Tanya Goergen

By: *Eva Shimotakahara*
Eva Shimotakahara

STATE OF OREGON)
) ss.
County of Coos)



This instrument was acknowledged before me on 1-15, 2015, by R. Todd Goergen, as Manager of TAT Enterprises, an Oregon limited liability company, and Tanya Goergen, Manager of TAT Enterprises

[Signature]

Notary Public for Oregon
My commission expires: 4.14.15

STATE OF OREGON)
) ss.
County of Coos)

This instrument was acknowledged before me on Jan 20, 2015, by
Steven and Eva Shimotakahara



[Signature]
Notary Public for Oregon
My commission expires: 4.14.15

Exhibit "A"

Parcel I:

Parcel 1 of Final Partition Plat 1994 #02, CAB C/36, filed and recorded January 12, 1994 bearing Microfilm Reel No. 94-01-0431, Records Coos County, Oregon.

SAVE AND EXCEPT that property conveyed by Warranty Deed recorded November 14, 2005 bearing Microfilm Reel No. 2005-17306, Records Coos County, Oregon and re-recorded December 13, 2005 bearing Microfilm Reel No. 2005-18760, Records Coos County, Oregon.

ALSO SAVE AND EXCEPT that property conveyed by Property Line Adjustment Deed recorded August 17, 2010 as instrument no. 2010-7497, records of Coos County, Oregon.

Parcel II:

Together with easement for Ingress and egress as set forth in instrument recorded September 11, 1981 bearing Microfilm Reel No. 81-4-0718, Records Coos County, Oregon and together with easement for ingress and egress in instrument recorded February 15, 1990 bearing Microfilm Reel No. 90-02-0867, Records Coos County, Oregon.

Exhibit "B"

Beginning at the Northeast corner of Parcel I as described in Instrument No. 2002 - 13325, Deed Records of Coos County, Oregon, from which the 1" iron pipe at the W1/16 corner on the South boundary of said Section 35 bears N89°28'48"E a distance of 95.16 feet; thence N89°28'48"E a distance of 95.16 feet to the said W1/16 corner; thence N89°50'18"E a distance of 199.96 feet to a 5/8" rebar; thence N0°00'31"W a distance of 30.01 feet to a 5/8" rebar; thence N28°36'06"W a distance of 313.25 feet to a 5/8" rebar; thence S54°36'57"W a distance of 207.68 feet to a 1/2" iron pipe; thence S54°38'10"W a distance of 208.01 feet to a 1/2" iron pipe; thence S54°37'13"W a distance of 79.51 feet to a 5/8" rebar; thence S30°23'15"W a distance of 25.78 feet, more or less, to a point on the South line of said Section 35; thence N89°28'48"E a distance of 46.77 feet, more or less, to the Northwest corner of that Parcel I described in Instrument No. 2002 - 13325; thence N89°28'48"E a distance of 320.06 feet to the point of beginning.

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

4011851

Tax Statements: No Change

COOS COUNTY, OREGON 2015-00508
\$51.00 01/21/2015 02:18:34 PM
Pgs=2



Terri L. Turl, Coos County Clerk

After recording return to: Steven G. & Eva E. Shimotakahara
66697 Oriole Road
North Bend, OR 97459

Address of Grantor's: P.O. Box 97, Coos Bay, OR 97420
Address of Grantee's: 66697 Oriole Road, North Bend, OR 97459

ACCESS EASEMENT

Known all men by these presents that TAT Enterprises, LLC, owner of that property described in Instrument No. 2014 - 00276, Deed Records of Coos County, Oregon, Grantor, conveys to Steven G. Shimotakahara and Eva E. Shimotakahara, husband and wife, Grantee's, a perpetual nonexclusive 30 foot easement for ingress and egress over and across the existing road running Southwesterly across the said Parcel 1 of Partition 1994 #2, CAB C-36 which is located in the S1/2 of Section 35, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon. Said easements shall pertain to the following described property:

Beginning at the Northeast corner of Parcel I as described in Instrument No. 2002 - 13325, Deed Records of Coos County, Oregon, from which the 1" iron pipe at the W1/16 corner on the South boundary of said Section 35 bears N89°28'48"E a distance of 95.16 feet; thence N89°28'48"E a distance of 95.16 feet to the said W1/16 corner; thence N89°50'18"E a distance of 199.96 feet to a 5/8" rebar; thence N0°00'31"W a distance of 30.01 feet to a 5/8" rebar; thence N28°36'06"W a distance of 313.25 feet to a 5/8" rebar; thence S54°36'57"W a distance of 207.68 feet to a 1/2" iron pipe; thence S54°38'10"W a distance of 208.01 feet to a 1/2" iron pipe; thence S54°37'13"W a distance of 79.51 feet to a 5/8" rebar; thence S30°23'15"W a distance of 25.78 feet, more or less, to a point on the South line of said Section 35; thence N89°28'48"E a distance of 46.77 feet, more or less, to the Northwest corner of that Parcel I described in Instrument No. 2002 - 13325; thence N89°28'48"E a distance of 320.06 feet to the point of beginning.

Dated this 15 day of January, 2015.

GRANTOR:

R. Todd Goergen

R. Todd Goergen, managing member of
TAT Enterprises, LLC

Tanya L Goergen
managing member

STATE OF OREGON)

County of COOS)

) ss.
)

The foregoing instrument was acknowledged before me this 15 day of
January, 2015 by R. Todd Goergen.

Kathy K Freeman

Notary Public for Oregon



A portion of
 RE-PLAT OF PARCEL 1 OF PARTITION 1994 #2
 LOCATED IN THE NW1/4 OF THE SE1/4 AND THE SE1/4 OF THE SW1/4
 OF SECTION 35, T.24S., R.13W., W.M. COOS COUNTY, OREGON

COOS COUNTY, OREGON 2015-10805
 571.00 12/08/2015 01:00:48 PM
 00005520150108050000
 Notary Public, Coos County, Oregon

2015 # 15
 COO C-687

SURVEYOR'S CERTIFICATE:

I, TROY RAMBO, PROFESSIONAL LAND SURVEYOR OF OREGON #2865, STATE THAT THE LAND SHOWN AND REPRESENTED WITH PROPER HOUDONANCE WITH ORS 92.06010 AND THE BOUNDARIES OF SAID PLAT ARE AS FOLLOWS:
 A PORTION OF PARCEL 1 OF PARTITION 1994 #2, EXCEPT THAT THE PROPERTY CONVEYED IN COOS COUNTY DOCUMENT # 2015-004956

COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS FOR ACCURACY AND COMPLETENESS PURSUANT TO ARTICLE 8, LAND THAT ALL INSTRUMENTS HAVE BEEN SET PURSUANT TO THIS ORDINANCE SIGNED THIS 14TH DAY OF December, 2015.

MICHAEL L. DADO
 COUNTY SURVEYOR

Michael L. Dado

COUNTY ASSESSOR'S CERTIFICATE:
 I HEREBY CERTIFY THAT ALL AD-VALOREM TAXES AND ALL SPECIAL ASSESSMENT'S FEES OR OTHER CHARGES REQUIRED BY LAW TO BE PLACED UPON THE TAX ROLL WHICH HAVE BECOME A LIEN UPON THE PARCEL HAVE BEEN PAID OR WILL BE PAID BEFORE THIS 8TH DAY OF December, 2015.

STEVE JANSEN
 COUNTY ASSESSOR

Steve Jansen
 Coos County Assessor

COUNTY CLERK'S CERTIFICATE:
 I, TERRI TURNER, COUNTY CLERK OF COOS COUNTY, OREGON, HEREBY CERTIFY THAT THIS LAND PARTITION PLAT WAS RECORDED INTO THE COOS COUNTY RECORDS IN

MICROFILM NO. 2015-10805 CABINET C PAGE 687

RECORD OF PLATS THIS 8TH DAY OF December 2015.

TERRI TURNER
 COUNTY CLERK
 COOS COUNTY, OREGON
by Terri Turner, Chief Deputy Clerk

PLANNING DIRECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SHOWN PLAT IS IN CONFORMITY WITH APPLICABLE COOS COUNTY ZONING AND LAND DEVELOPMENT ORDINANCES.

JILL BOLFE
Jill Bolfe 12/8/15
 DATE

STATEMENT OF SEWAGE DISPOSAL SYSTEMS:

NO SEWAGE DISPOSAL FACILITY WILL BE PROVIDED TO ANY PURCHASER OF ANY PARCEL DEPICTED ON THE ATTACHED PLAT

STATEMENT OF WATER AVAILABILITY:

NO DOMESTIC WATER SUPPLY FACILITY WILL BE PROVIDED TO ANY PURCHASER OF ANY PARCEL DEPICTED ON THE ATTACHED PLAT

OWNER'S DECLARATION:

KNOW ALL MEN BY THESE PRESENTS THAT TAT ENTERPRISES, LLC IS THE OWNER OF RECORD, RECORD OF THE LAND HEREIN SHOWN AND REPRESENTED ON THE ATTACHED PLAT AND HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO PARCELS AS HEREIN SHOWN IN ACCORDANCE WITH O.R.S. CHAPTER 92 AND AS A CONDITION OF APPROVAL OF THIS PLAT:
 1. THE UNDERSIGNED HEREBY AGREE THAT HE WILL HOLD COOS COUNTY HARMLESS FROM AND INDEMNIFY THE COUNTY FOR ANY LIABILITY OR DAMAGES WHICH MAY OCCUR TO THE UNDERSIGNED OR AS THE RESULT OF THE TO ANY OTHER PERSONS OR TO PROPERTY WHOSE MAINTAIN ROADS IN THIS PROPOSED UNDERSIGNEE'S FAILURE TO MAINTAIN A PRIVATE 60 FT. EASEMENT, FIDDLE BACK ROAD, LAND DIVISION, 21. HEREBY GRANT A PRIVATE EASEMENT TO THE COUNTY FOR INGRESS, EGRESS AND TITLE TO ANY PARCELS SHOWN ON THE ATTACHED PLAT, FOR THE CURRENT AND ANY FUTURE PARCELS, SAID EASEMENT SHALL BE MAINTAINED BY THE ALL-OWNER'S AND THE COUNTY SHALL HAVE THE RIGHT TO MAINTAIN THE EASEMENT ONCE THE ROAD CONSTRUCTION AND PAVING IS COMPLETED.

OWNER:

TAT ENTERPRISES, LLC
 P.O. BOX 97
 COOS BAY, OR 97420

R. Todd Goergen
 R. TODD GOERGEN, MANAGING MEMBER
 OF TAT ENTERPRISES, LLC

STATE OF OREGON 155
 COUNTY OF COOS 1

THIS IS TO CERTIFY THAT R. TODD GOERGEN, PERSONALLY APPEARED BEFORE ME ON THIS 30TH DAY OF November, 2015, WHO HAS ACKNOWLEDGED THAT HE HAS SIGNED THE ABOVE OWNER'S DECLARATION AS HIS VOLUNTARY ACT AND DEED.

Troy J. Rambo
 NOTARY SIGNATURE
 TROY J. RAMBO
 NOTARY PUBLIC - OREGON

COMMISSION NO. 476956
 MY COMMISSION EXPIRES April 25, 2017

RE-PLAT OF PARCEL 1 OF PARTITION 1994 #2
 LOCATED IN THE NW1/4 OF THE SE1/4 AND THE SE1/4 OF THE SW1/4
 OF SECTION 35, T.24S., R.13W., W.M. COOS COUNTY, OREGON

P 2015 #15
 CAB C-687

PREPARED FOR:
 TAT ENTERPRISES, LLC
 P.O. BOX 97
 COOS BAY, OR 97420

SURVEY BY:
 MULKINS & RAHBO, LLC
 P.O. BOX 809
 NORTH BEND, OR 97459

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 TROY J. RAHBO
 2865
 RESUMAL, IS-3146

PROPERTY SUBJECT TO

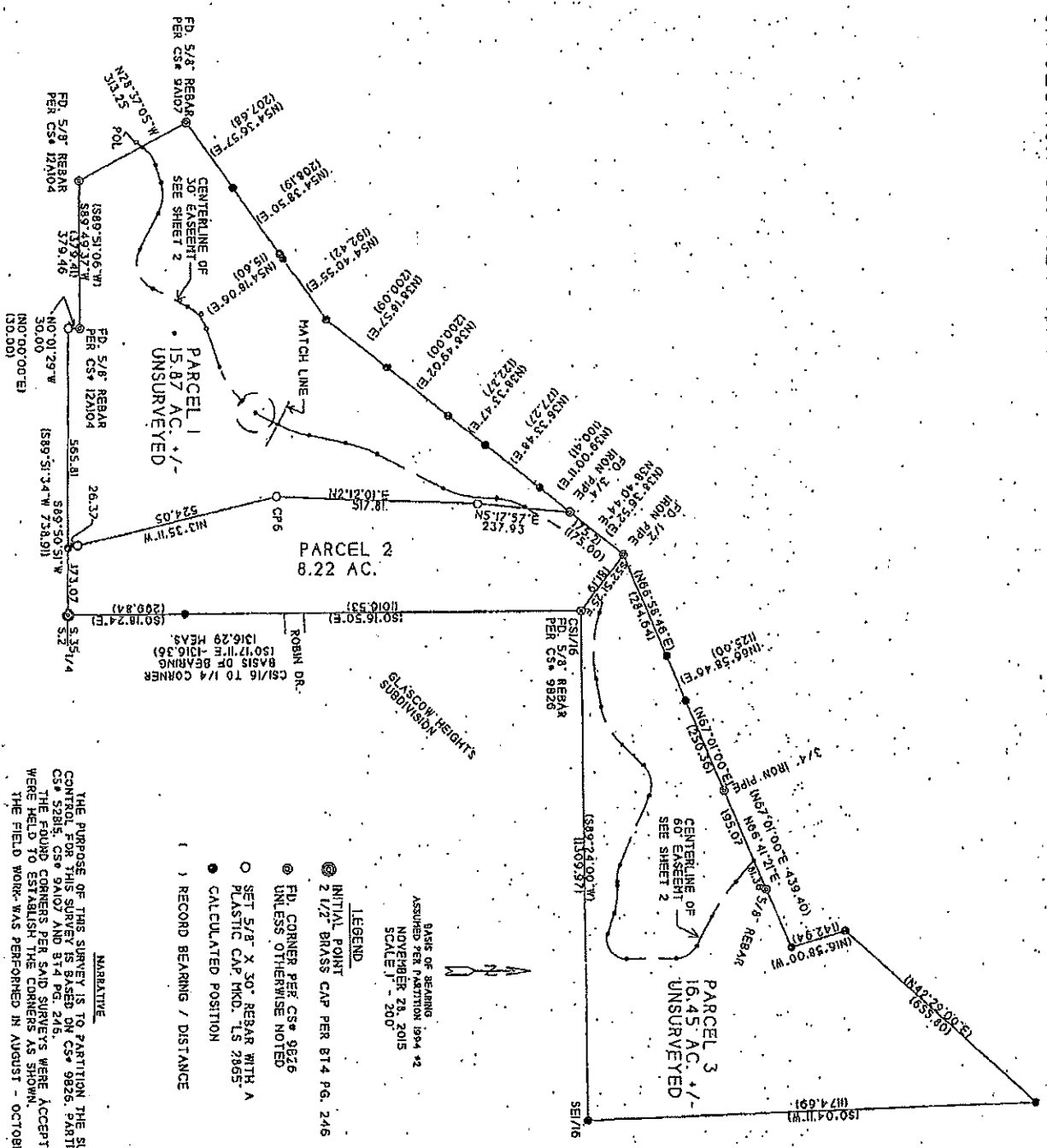
INST. NO. 81-04-0718 - 60' EASEMENT (ACCESS TO NORTH BAY RD.)
 INST. NO. 99-02-0667 - 25' EASEMENT (ACCESS TO NORTH BAY RD.)
 INST. NO. 94-01-0451 - PARTITION 1994 #2
 INST. NO. 2014-274 - DEED OF TRUST
 INST. NO. 2015-497 - ROAD MAINTENANCE AGREEMENT
 INST. NO. 2015-508 - ROAD EASEMENT - EXISTING ROAD CENTERLINE
 INST. NO. 2015-00492 - PROPERTY LINE ADJUSTMENT DEED

LEGEND:
 ● INITIAL POINT
 ○ 2 1/2" BRASS CAP PER 874 PG. 246

- FD. CORNER PER CS* 9826
 ○ UNLESS OTHERWISE NOTED
- SET 5/8" X 30" REBAR WITH A
 PLASTIC CAP MKD. "LS 2865"
- CALCULATED POSITION
- () RECORD BEARING / DISTANCE

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PARTITION THE SUBJECT PROPERTY AS SHOWN.
 CONTROL FOR THIS SURVEY IS BASED ON CS* 9826, PARTITION 1994 #2, CS* 12A104,
 CS* 52815, CS* 9A107 AND 874 PG. 246.
 THE FOUND CORNERS PER SAID SURVEYS WERE ACCEPTED IN THIS SURVEY AND
 WERE HELD TO ESTABLISH THE CORNERS AS SHOWN.
 THE FIELD WORK WAS PERFORMED IN AUGUST - OCTOBER 2015 BY HVSELF.



RE-PLAT OF A PORTION OF PARCEL 1 OF PARTITION 1994 #2
 LOCATED IN THE NW/4 OF THE SE/4 AND THE SE/4 OF THE SW/4
 OF SECTION 35, T.24S., R.13W., W.M. COOS COUNTY, OREGON

- LEGEND**
- ⊙ F.D. CORNER PER CSA 9826
 - ⊙ UNLESS OTHERWISE NOTED
 - SET 5/8" X 30" REBAR WITH A PLASTIC CAP MKD. "LS 2865"
 - CALCULATED POSITION
 - 1) RECORD BEARING / DISTANCE

CONTROL POINTS - LOCAL COORDINATES

CP1 - 2315.783 N	P15 - 2051.128
2556.704 E	2590.480
CP2 - 2011.685	P16 - 2202.673
1785.263	2126.292
CP3 - 2019.243	P14 - 1098.914
1772.914	1179.816
CP4 - 1849.092	P15 - 1031.489
1365.34	926.163
CP5 - 1126.017	P16 - 820.447
1158.411	820.535
CP6 - 1226.133	P17 - 941.130
1399.588	829.38
	P18 - 906.303
	514.083
	P19 - 864.657 N
	483.712 E

PREPARED FOR:
 TAT ENTERPRISES, LLC
 P.O. BOX 97
 COOS BAY, OR 97420

SURVEY BY:
 MUL KINS & RAHBO, LLC
 P.O. BOX 809
 NORTH BEND, OR 97450

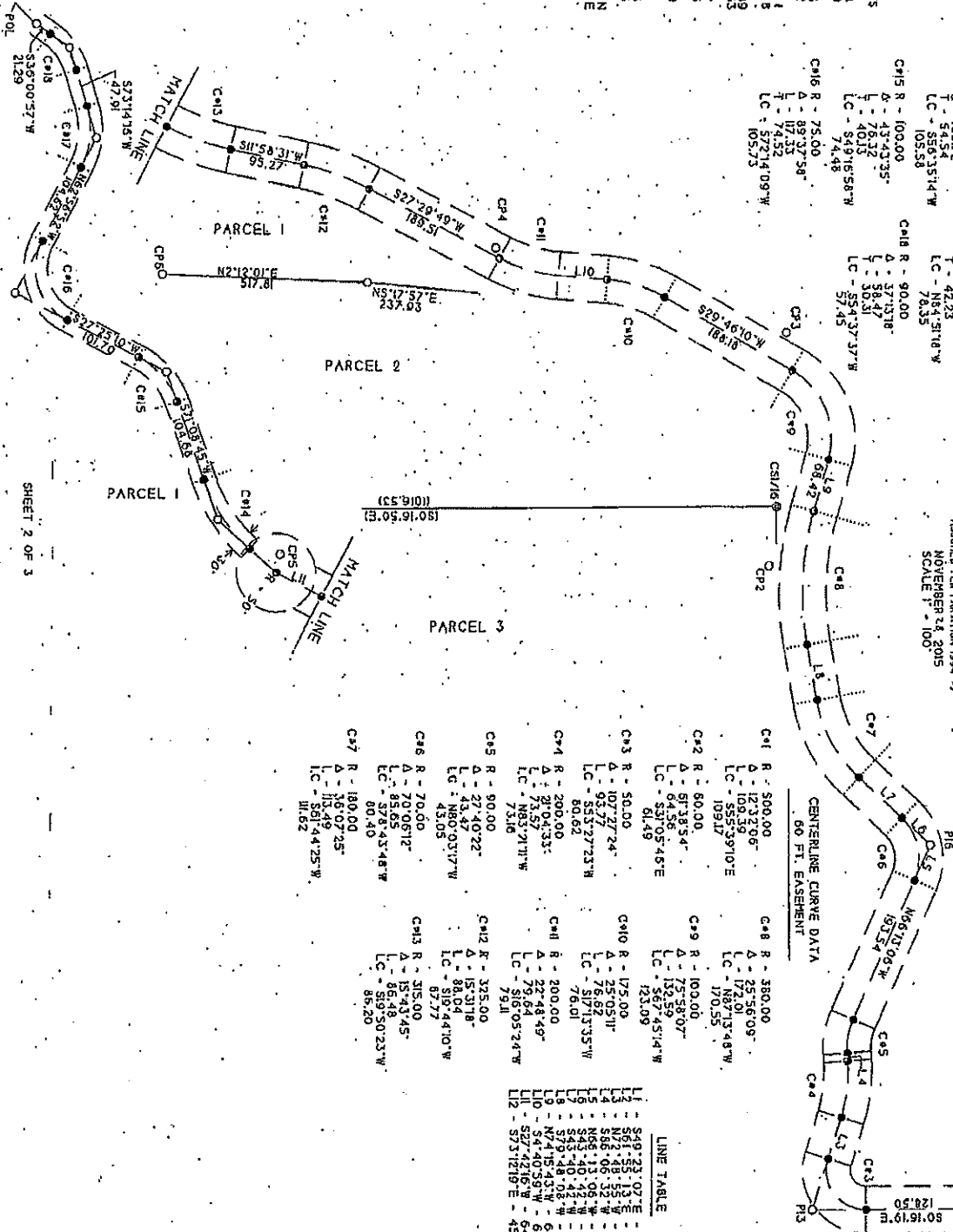
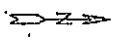
REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Mulkins & Rahbo
 OREGON
 TRACY J. RAHBO
 2865
 RESIDENTIAL 15-348

**CENTERLINE CURVE DATA OF
 EXISTING 30 FT. EASEMENT**

C#14 R - 210.00	C#17 R - 105.00
Δ - 29.0702°	Δ - 40.0853°
L - 106.72	L - 42.23
LC - 52.31514°W	LC - N84.5116°W
105.58	78.35
C#15 R - 100.00	C#18 R - 90.00
Δ - 43.4535°	Δ - 34.4278°
L - 76.12	L - 30.51
LC - S21.0158°W	LC - S54.3737°W
74.48	57.45

BASE OF BEARING
 ASSUMED PER PARTITION 1994 #2
 NOVEMBER 24, 2015
 SCALE 1" = 100'



**CENTERLINE CURVE DATA
 60 FT. EASEMENT**

C#1 R - 500.00	C#8 R - 350.00
Δ - 123.2296°	Δ - 35.56709°
L - 108.39	L - 172.20
LC - S55.3970°E	LC - N87.1348°W
109.17	170.55
C#2 R - 60.00	C#9 R - 100.00
Δ - 61.3854°	Δ - 75.5907°
L - 64.56	L - 102.59
LC - S37.0545°E	LC - S67.4514°W
61.49	123.09
C#3 R - 50.00	C#10 R - 175.00
Δ - 107.2724°	Δ - 78.8291°
L - 93.77	L - 51.7135°W
LC - S53.2273°W	LC - 76.01
80.62	79.11
C#4 R - 200.00	C#11 R - 200.00
Δ - 21.0433°	Δ - 32.6449°
L - 73.57	L - 76.6449°
LC - N83.2171°W	LC - S16.0524°W
73.16	79.11
C#5 R - 90.00	C#12 R - 325.00
Δ - 27.4072°	Δ - 15.3178°
L - 43.47	L - 810.4410°W
LC - N80.0317°W	LC - 87.77
43.05	85.20
C#6 R - 70.00	C#13 R - 315.00
Δ - 70.0612°	Δ - 15.4145°
L - 85.65	L - 85.48
LC - S78.4348°W	LC - S59.5023°W
80.40	85.20
C#7 R - 180.00	
Δ - 16.0735°	
L - 113.49	
LC - S61.4425°W	
116.62	

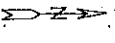
LINE TABLE

L1 - 549.42107°E - 72.43
L2 - 273.49132°W - 93.16
L3 - 568.0832°W - 0.32
L4 - N95.1130°E - 49.41
L5 - 243.4042°W - 71.85
L6 - 343.4042°W - 71.85
L7 - N74.1531°W - 68.42
L8 - 57.9487°E - 64.95
L9 - N74.1531°W - 68.42
L10 - S4.4059°W - 64.95
L11 - S27.4210°W - 45.89
L12 - S73.1219°E - 45.89

P 2015 #15
 Cab. C-1687

RE-PLAT OF PARCEL 1 OF PARTITION 2015 #15
 LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 35,
 T.24S., R.13W., W.M. COOS COUNTY, OREGON

BASIS OF BEARING
 BASED ON CONTROL POINTS
 ESTABLISHED IN P 2015 #15
 DECEMBER 1, 2016
 SCALE F. = 100'



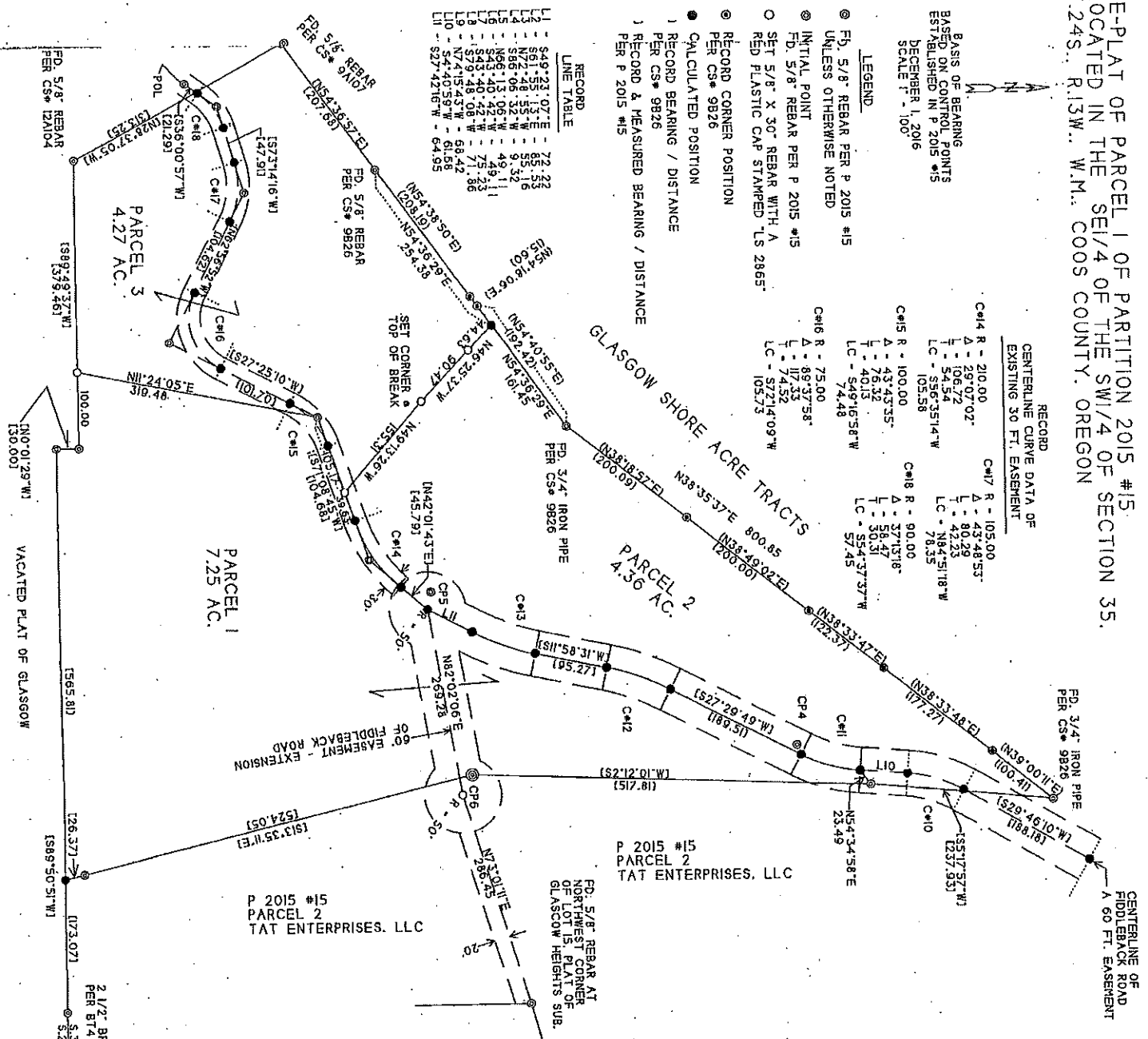
LEGEND
 ○ FD. 5/8" REBAR PER P 2015 #15
 ○ UNLESS OTHERWISE NOTED
 ○ INITIAL POINT
 ○ SET 5/8" X 30" REBAR WITH A
 ○ RED PLASTIC CAP STAMPED LS 2865"
 ● RECORD CORNER POSITION
 ● PER CS# 9826
 ● CALCULATED POSITION
 ○ RECORD BEARING / DISTANCE
 ○ RECORD & MEASURED BEARING / DISTANCE
 ○ PER P 2015 #15

RECORD
 LINE TABLE

L1	-\$49.23.07"E	- 72.22
L2	-\$61.55.13"E	- 85.53
L3	-\$72.48.35"W	- 95.16
L4	-\$88.06.32"W	- 9.32
L5	-\$95.15.95"W	- 49.91
L6	-\$133.48.42"W	- 75.33
L7	-\$179.48.08"W	- 71.86
L8	-\$274.15.43"W	- 68.42
L9	-\$440.59"W	- 61.68
L10	-\$274.216"W	- 64.95

RECORD
 CENTERLINE CURVE DATA OF
 EXISTING 30 FT. EASEMENT

C#14	R - 210.00	C#17	R - 105.00
A - 29.07.02		A - 43.48.53"	
L - 106.72		L - 80.29	
L - 54.54		L - 42.23	
LC - S56.3514"W		LC - N84.5118"W	
105.58		78.35	
C#15	R - 100.00	C#18	R - 90.00
A - 43.43.35"		A - 37.13.18"	
L - 76.12		L - 38.47	
L - 40.13		L - 30.37	
LC - S49.1658"W		LC - S54.3737"W	
74.48		57.45	



P 2016 # 10
 Cab C-702

PREPARED FOR:
 TAT ENTERPRISES, LLC
 P.O. BOX 97
 COOS BAY, OR 97420

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

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 TROY RAMBO
 TRO1 2805
 OREGON
 REVISED 12-31-16



RECORD
 CENTERLINE CURVE DATA
 60 FT. EASEMENT

C#10	R - 175.00	C#11	R - 200.00
A - 25.05.57"		A - 22.48.49"	
L - 76.62		L - 79.64	
L - 51.73.35"W		L - 51.60.52.41"W	
76.01		79.11	
C#12	R - 325.00	C#13	R - 315.00
A - 15.31.18"		A - 15.43.45"	
L - 88.10.44.10"W		L - 86.09.50.23"W	
87.77		86.20	

PROPERTY SUBJECT TO

- INST. NO. 80-04-6228 - 60' EASEMENT (ACCESS TO NORTH BAY RD.)
- INST. NO. 81-04-0718 - 60' EASEMENT (ACCESS TO NORTH BAY RD.)
- INST. NO. 90-02-0867 - 25' EASEMENT (ACCESS TO NORTH BAY RD.)
- INST. NO. 94-01-0431 - PARTITION 1994 #2
- INST. NO. 2004-39 - EASEMENT AGREEMENT
- INST. NO. 2014-274 - DEED OF TRUST
- INST. NO. 2015-497 - ROAD MAINTENANCE AGREEMENT
- INST. NO. 2015-508 - ROAD EASEMENT - EXISTING ROAD CENTERLINE
- INST. NO. 2015-10805 - PARTITION 2015 #15

NOTES

WATER - COOS BAY/NORTH BEND WATER BOARD - NOT PROVIDED
 SEWAGE DISPOSAL - INDIVIDUAL SYSTEMS - NOT PROVIDED
 SETBACKS - 35 FT. FROM CENTERLINE OR 5 FT. FROM THE RIGHT
 OF WAY, WHICHEVER IS GREATER

APPLICATION # P-16-001
 ZONE - RP-2

RE-PLAT OF PARCEL 1 OF PARTITION 2015 #15
 LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 35.
 T.24S. R.13W. W.M. COOS COUNTY, OREGON

P 2016 #10
 Cab C-702

SURVEYOR'S CERTIFICATE:

I, TROY RAYBO, PROFESSIONAL LAND SURVEYOR OF OREGON #2865, STATE THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THIS PARTITION PLAT IN ACCORDANCE WITH ORS 92.0600 AND THE BOUNDARIES OF SAID PLAT ARE AS FOLLOWS:
 PARCEL 1 OF PARTITION 2015 #15

COUNTY SURVEYOR'S CERTIFICATE:

HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF THE OREGON SURVEYING ACT AND THAT ALL MONUMENTS HAVE BEEN SET PURSUANT TO THIS ORDINANCE SIGNED THIS 21ST DAY OF December, 2016.

MICHAEL L DADD
 COUNTY SURVEYOR

COUNTY ASSESSOR'S CERTIFICATE:
 HEREBY CERTIFY THAT ALL AD VALOREM TAXES AND ALL SPECIAL ASSESSMENTS FEES OR OTHER CHARGES REQUIRED BY LAW TO BE PLACED UPON THE TAX ROLL WHICH HAVE BECOME A LIE UPON THE PARCEL, HAVE BEEN PAID OR WHICH WILL BECOME A LIE UPON THE TAX ROLL HAVE BEEN PAID. SIGNED THIS 21ST DAY OF December, 2016.

STEVE JENSEN
 COUNTY ASSESSOR

COUNTY CLERK'S CERTIFICATE:

I, TERRI TURI, COUNTY CLERK OF COOS COUNTY, OREGON, HEREBY CERTIFY THAT THIS LAND PARTITION PLAT WAS RECORDED INTO THE COOS COUNTY RECORDS IN

MICROFILM NO. 2016-11101 CABINET C PAGE 702
 RECORD OF PLATS, THIS 10TH DAY OF December, 2016.

TERRI TURI
 COUNTY CLERK
 COOS COUNTY, OREGON

PLANNING DIRECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SHOWN PLAT IS IN CONFORMITY WITH APPLICABLE COOS COUNTY ZONING AND LAND DEVELOPMENT ORDINANCES.

JILL ROLFE
 Planning Director
 Deputy

STATEMENT OF SEWAGE DISPOSAL SYSTEMS:

NO SEWAGE DISPOSAL FACILITY WILL BE PROVIDED TO ANY PURCHASER OF ANY PARCEL DEPICTED ON THE ATTACHED PLAT

STATEMENT OF WATER AVAILABILITY:

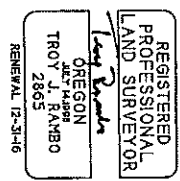
NO DOMESTIC WATER SUPPLY FACILITY WILL BE PROVIDED TO ANY PURCHASER OF ANY PARCEL DEPICTED ON THE ATTACHED PLAT

PREPARED FOR:

TAT ENTERPRISES, LLC
 P.O. BOX 97
 COOS BAY, OR 97420

SURVEY BY:

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



OWNER'S DECLARATION:

KNOW ALL MEN BY THESE PRESENTS THAT TAT ENTERPRISES, LLC IS THE OWNER OF RECORD AND RECORD OF THE LAND HEREON SHOWN AND REPRESENTED ON THE ATTACHED PLAT AND HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO PARCELS AS SHOWN ON THE ATTACHED PLAT IN ACCORDANCE WITH O.R.S. CHAPTER 92 AND AS A CONDITION OF APPROVAL OF THIS PLAT:
 1) THE UNDERSIGNED HEREBY AGREE THAT HE WILL HOLD COOS COUNTY IN THE UNDERSIGNED INDISTINGUISHABLELY THE COUNTRY FOR ANY LIABILITY FOR ANY DAMAGE WHICH MAY OCCUR TO THE UNDERSIGNED OR HIS PROPERTY OR TO ANY OTHER PERSONS OR PROPERTY WHATSOEVER AS A RESULT OF THE UNDERSIGNED'S FAILURE TO BUILD, IMPROVE OR MAINTAIN ROADS IN THIS PROPOSED LAND DIVISION, 2) HEREBY CREATE A PRIVATE 60 FT. EASEMENT, EXTENSION OF FIDDLE BACK ROAD, FOR INGRESS, EGRESS AND UTILITIES, AS SHOWN ON THE ATTACHED PLAT, FOR THE CURRENT AND ANY FUTURE OF PARCELS 1, 2 AND 3, 3) THE OWNER OF THE SUBJECT PROPERTY HEREBY AGREES TO HAVE THE CENTERLINE ON FIDDLE BACK ROAD ROUNDCUTTED ONCE ALL OF THE ROAD CONSTRUCTION AND FINING IS COMPLETED, 4) HEREBY CREATE A 20 FT. UTILITY EASEMENT ACROSS PARCEL 2 OF PARTITION 2015 #15, 4) HEREBY RESTRICT PARCEL 2 FROM BEING DIVIDED IN THE FUTURE.

OWNER:

TAT ENTERPRISES, LLC
 P.O. BOX 97
 COOS BAY, OR 97420

R. TODD GOERGEN, MANAGING MEMBER
 OF TAT ENTERPRISES, LLC
 DATE 12/8/16

STATE OF OREGON }
 COUNTY OF COOS }

THIS IS TO CERTIFY THAT R. TODD GOERGEN, PERSONALLY APPEARED BEFORE ME ON THIS 8TH DAY OF December, 2016, WHO HAS BEEN CHALLENGED THAT HE HAS SIGNED THE ABOVE OWNER'S DECLARATION AS HIS VOLUNTARY ACT AND DEED.

Notary Signature
 Notary Public - Oregon

Commission No. 476956
 My Commission Expires April 25, 2017

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO PARTITION THE SUBJECT PROPERTY AS SHOWN CONTROL FOR THIS SURVEY IS BASED ON CS* 9826, PARTITION 1994 #2, B14 Pg. 246, CS* 12A04, CS* 9A107, B14 Pg. 246 AND PARTITION 2015 #15. THE FOUND CORNERS PER SAID SURVEYS WERE ACCEPTED IN THIS SURVEY AND WERE HELD TO ESTABLISH THE CORNERS AS SHOWN. THE FIELD WORK WAS PERFORMED IN NOVEMBER 2016 BY MYSELF.



300 W Anderson
(541)269-5127

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

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

Customer Ref.: TAT
Order No.: 360618025799
Effective Date: December 14, 2018 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:

TAT Enterprises, LLC

Premises. The Property is:

(a) Street Address:

24-13-35C TL 3706, OR

(b) Legal Description:

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

Part Two - Encumbrances

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

EXCEPTIONS

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

SPECIFIC ITEMS AND EXCEPTIONS:

6. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Weyerhaeuser Company
Recording Date: October 1, 1980
Recording No: 80-4-6228
8. Terms and provisions of appurtenant easement recorded September 11, 1981 bearing Microfilm Reel No. 81-04-0718, Records Coos County, Oregon.
9. Terms and provisions of appurtenants easement recorded February 15, 1990 bearing Microfilm Reel No. 90-02-0867, Records Coos County, Oregon.
10. 1994 #02 Final Partition Plat, including the terms and provisions thereof,

Recorded: January 12, 1994
Microfilm No.: 94-01-0431, CAB C/36
11. Easement as disclosed on 1994 #02, Final Partition Plat, including the terms and provisions thereof,

Recorded: January 12, 1994, CAB C/36
Microfilm No.: 94-01-0431
12. Covenants, conditions, restrictions and easements, but omitting any covenants or restrictions, if any,

including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: January 3, 2014
Recording No: 2014-00039

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

Amount: \$500,000.00
Dated: January 10, 2014
Trustor/Grantor: TAT Enterprises, LLC
Trustee: Ticor Title Company
Beneficiary: Brenda G. Robbins
Recording Date: January 14, 2014
Recording No: 2014-00274

14. Roadway Maintenance Agreement,

Executed by: TAT Enterprises and Steven & Eva Shimotakahara
Recording Date: January 21, 2015
Recording No.: 2015-00497

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

Granted to: Steven G. Shimotakahara and Eva E. Shimotakahara
Purpose: ingress and egress
Recording Date: January 21, 2015
Recording No: 2015-00508

16. Re-Plat of a Portion of Parcel 1 of Partition 1994 #2, known as Partition of 2015 #15, CAB C/687, including the terms and provisions thereof,

Recording Date: December 8, 2015
Recording No.: 2015-10805

17. Re-Plat of Parcel 1 of Partition 2015 #15, 2016 #10, CAB C/702, including the terms and provisions thereof,

Recording Date: December 16, 2016
Recording No.: 2016-11101

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

Parcel I:

Parcel 3 of Final Partition Plat 2016 #10, CAB C/702, filed and recorded December 16, 2016 bearing Microfilm Reel No. 2016-11101, Records Coos County, Oregon.

Parcel II:

Together with easement for ingress and egress as set forth in instrument recorded September 11, 1981 bearing Microfilm Reel No. 81-4-0718, Records Coos County, Oregon and together with easement for ingress and egress in instrument recorded February 15, 1990 bearing Microfilm Reel No. 90-02-0867, Records Coos County, Oregon.

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

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SW1/4 SEC.35C T24S R13W W.M. COOS COUNTY

1' = 200'

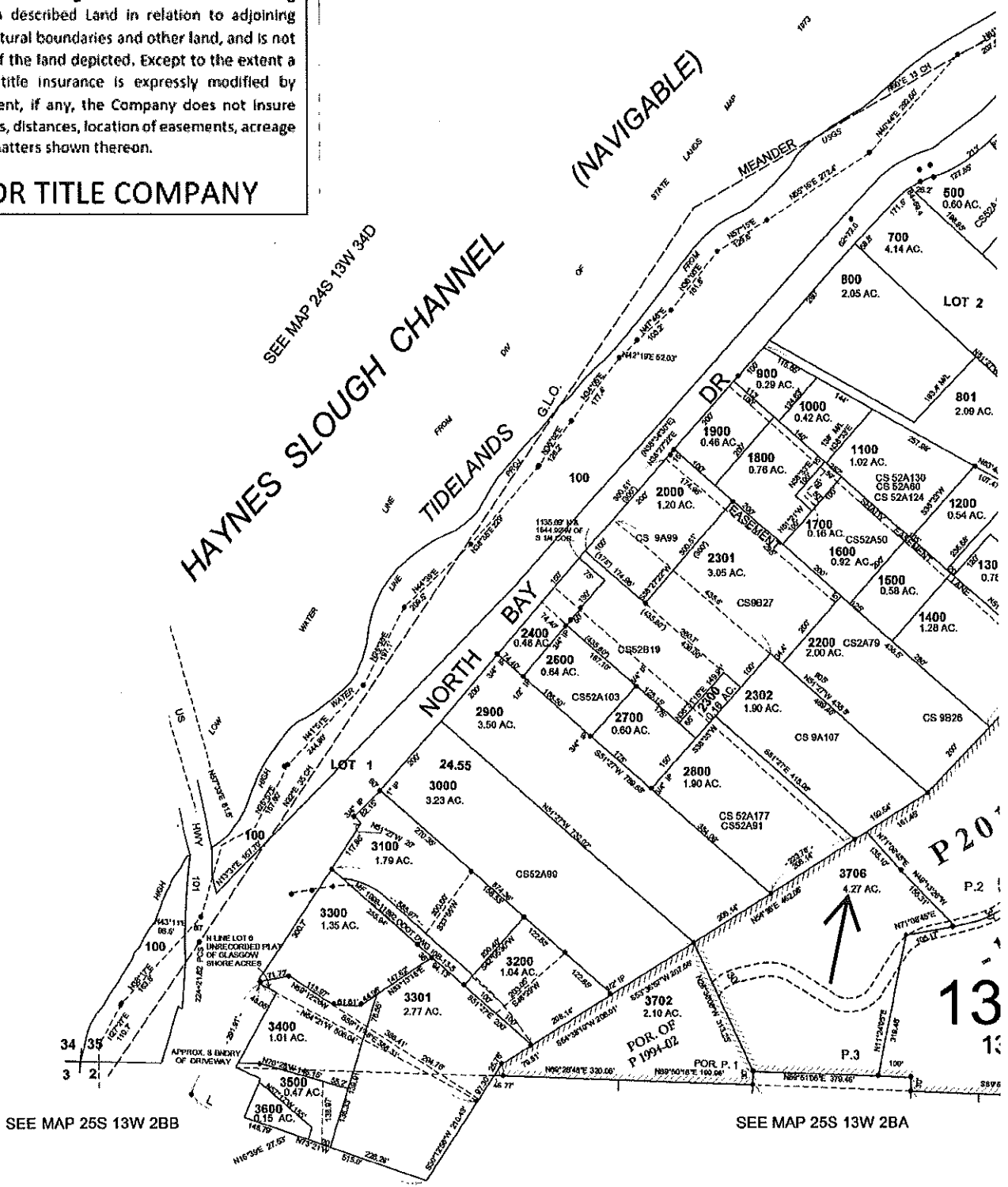
1/4 COR +



Township _____ Range _____ Section _____

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

TICOR TITLE COMPANY



SEE MAP 25S 13W 2BB

SEE MAP 25S 13W 2BA

13

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY.

SW1/4 SEC.35C T24S R13W W.M.
COOS COUNTY

24S 13W 35C

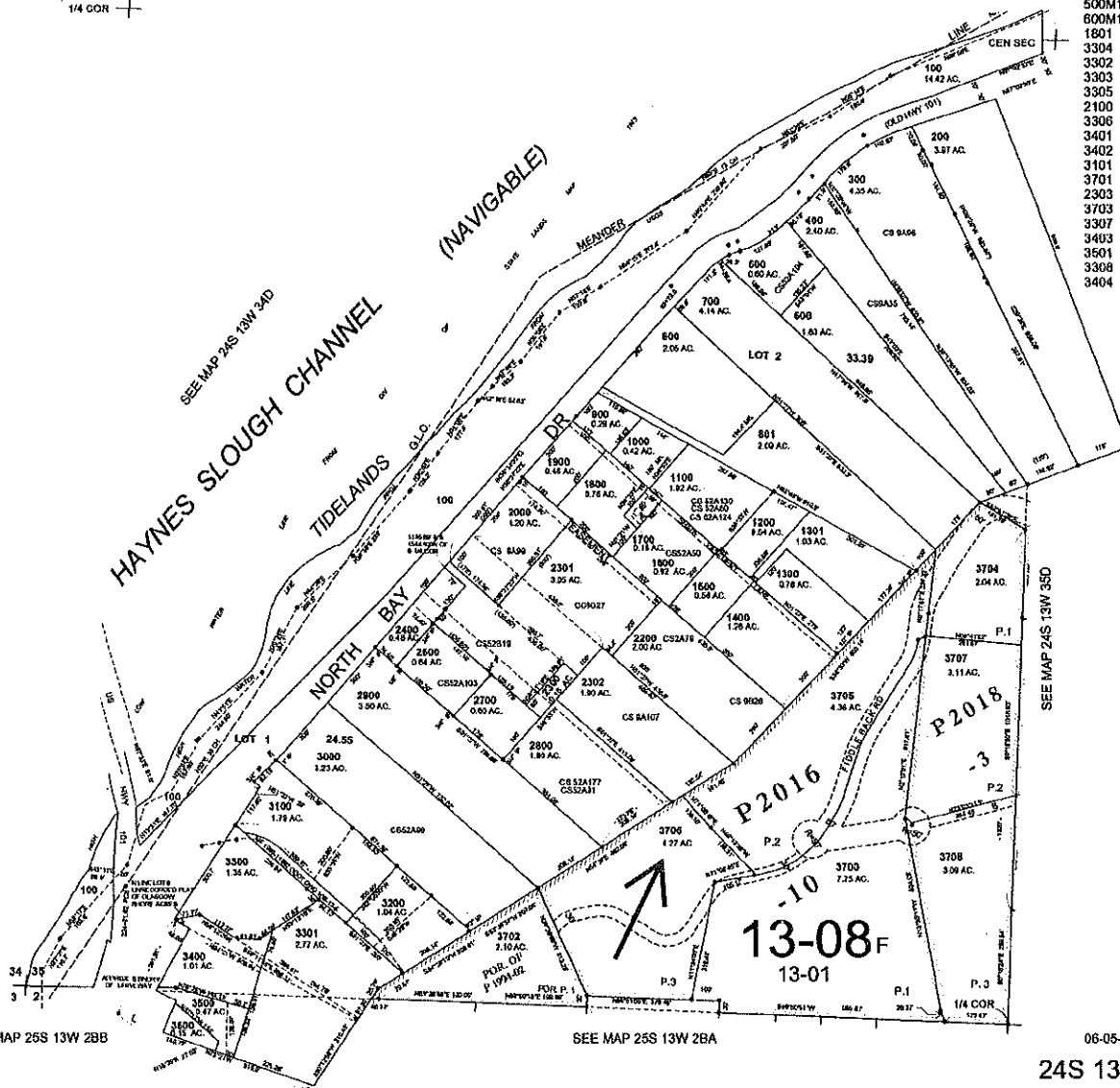
1" = 200'

CANCELLED NO.

- 2500
- 400M1
- 500M1
- 600M1
- 1801
- 3304
- 3302
- 3303
- 3305
- 2100
- 3306
- 3401
- 3402
- 3101
- 3701
- 2303
- 3703
- 3307
- 3403
- 3601
- 3308
- 3404

1/4 COR +

SEE MAP 24S 13W 35A



SEE MAP 26S 13W 28B

SEE MAP 26S 13W 28A

06-05-2018
24S 13W 35C



Township _____ Range _____ Section _____

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

TICOR TITLE COMPANY

After recording, return to:
Ticor Title Company
342 Anderson Avenue
Coos Bay, OR 97420

COOS COUNTY, OREGON 2014-00274
\$71.00 01/14/2014 03:04:58 PM
Pgs=6

Grantor's Name and Address:
TAT Enterprises, LLC
PO Box 97
Coos Bay, OR 97420



Terri L. Turl, Coos County Clerk

Beneficiary's Name and Address:
Brenda G. Robbins
115 Hideaway Lane Central
Hideaway, TX 75771-5001

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

9709

Deed of Trust

THIS DEED OF TRUST, made this 10 day of January, 2014, between TAT Enterprises, LLC ("Grantor"), and Ticor Title Company, ("Trustee"), whose address is 342 Anderson Avenue, Coos Bay, Oregon 97420, and Brenda G. Robbins ("Beneficiary") whose address is 115 Hideaway Lane Central, Hideaway, Texas 75771-5001.

WITNESSETH:

Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the real property in Coos County, Oregon, described on attached Exhibit A ("Property") which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditament, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained, and the payment by Grantor of all amounts due in satisfaction of each obligation of Grantor in its Promissory Note in the principal amount of \$500,000, payable to Beneficiary. The date of maturity of the Promissory Note is January 5, 2024.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR COVENANTS AND AGREES:

1. To keep the property in good condition and repair; permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all law, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees actually incurred, as provided by statute.

5. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default or failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon any default by Grantor hereunder, Beneficiary may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name, sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

5. Upon default by Grantor in payment of any indebtedness secured hereby or in Grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the Beneficiary may declare all sums secured hereby immediately due and payable. In such event, the Beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the Trustee to foreclose this trust deed by

advertisement and sale, or may direct the Trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the Beneficiary elects to foreclose by advertisement and sale, the Beneficiary or the Trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligations secured hereby whereupon the Trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

6. After the Trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the Trustee conducts the sale, the Grantor or any other person so privileged by ORS 86.753 may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the Beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed, together with Trustee and attorney fees not exceeding the amounts provided by law.

7. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The Trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantor and Beneficiary, may purchase at the sale.

8. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of: (1) the expenses of sale, including the compensation of the Trustee and a reasonable charge by Trustee's attorney; (2) to the obligation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the Trustee in the trust deed as their interests may appear in the order of their priority; and (4) the surplus, if any, to the Grantor, or to any successor in interest entitled to such surplus.

9. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original Trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action preceding which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

10. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

11. The parties acknowledge that Grantor plans to undertake one or more partitions and/or one or more subdivisions of the Property and then sell individual lots. The parties acknowledge that Grantor may convey individual lots free of this Deed of Trust and without any security interest secured by this Deed of Trust upon a principal payment under the Note of an amount equal to \$11,904.76 per acre. The payment shall be in addition to any regularly scheduled payment due under the Note. Upon such payment, Trustee is authorized to record a partial reconveyance for the affected Property. For instance, if Grantor desires to sell a two-acre parcel, then upon a principal payment of \$23,809.52 under the Note, Beneficiary authorizes the release of this Deed of Trust relating to that two-acre parcel and shall request and direct the Trustee to reconvey the two-acre parcel free of all security interest created by this Deed of Trust.

WARNING: *Unless Grantor provides Beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest. If the collateral becomes damaged, the coverage purchased by Beneficiary may not pay any claim made by or against Grantor. Grantor may later cancel the coverage by providing evidence that Grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by Beneficiary, which cost may be added to Grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date Grantor's prior coverage lapsed or the date Grantor failed to provide proof of coverage. The coverage Beneficiary purchases may be considerably more expensive than insurance Grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.*

The Grantor warrants that the proceeds of the loan represented by the above-described note and this trust deed are for an organization, or (even if Grantor is a natural person) are for business or commercial purposes.

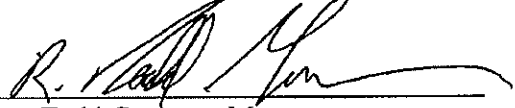
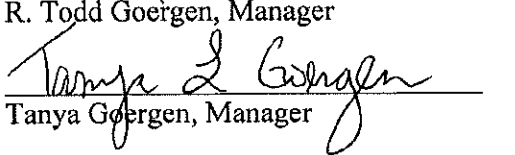
This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

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In construing this trust deed, it is understood that the Grantor, Trustee and/or Beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first written above.

TAT Enterprises, LLC

By: 
R. Todd Goergen, Manager

Tanya Goergen, Manager

STATE OF OREGON)
) ss.
COUNTY OF COOS)

On this day personally appeared before me R. TODD GOERGEN and TANYAGOERGEN, as Managers of TAT Enterprises, LLC, known to me to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of January, 2014.





NOTARY PUBLIC in and for the State of Oregon
Commission Expires: 4.14.15

EXHIBIT "A"

Parcel I:

Parcel 1 of Final Partition Plat 1994 #02, CAB C/36, filed and recorded January 12, 1994 bearing Microfilm Reel No. 94-01-0431, Records Coos County, Oregon.

SAVE AND EXCEPT that property conveyed by Warranty Deed recorded November 14, 2005 bearing Microfilm Reel No. 2005-17306, Records Coos County, Oregon and re-recorded December 13, 2005 bearing Microfilm Reel No. 2005-18760, Records Coos County, Oregon.

ALSO SAVE AND EXCEPT that property conveyed by Property Line Adjustment Deed recorded August 17, 2010 as instrument no. 2010-7497, records of Coos County, Oregon.

Parcel II:

Together with easement for ingress and egress as set forth in instrument recorded September 11, 1981 bearing Microfilm Reel No. 81-4-0718, Records Coos County, Oregon and together with easement for ingress and egress in instrument recorded February 15, 1990 bearing Microfilm Reel No. 90-02-0867, Records Coos County, Oregon.

After recording return to:

30 4 6228

NAME, ADDRESS, ZIP

Until a change is requested, mail all tax statements to:

NAME, ADDRESS, ZIP

CORPORATE WARRANTY DEED - STATUTORY FORM

WEYERHAEUSER COMPANY

a corporation

duly organized and existing under the laws of the State of Wash. Grantor, conveys and warrants to

THEODORE S. ELLINGSEN and MYRLE J. ELLINGSEN, as Tenants by the Entirety as to an undivided one-half interest, and EVELYN L. SWEET, as fee simple as to an undivided one-half interest.

Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in Lane County, Oregon, to-wit: Coos

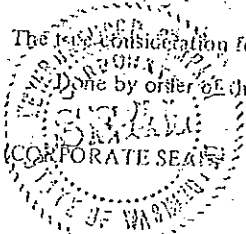
As shown on attached Schedule A

(IF INSUFFICIENT SPACE, CONTINUE DESCRIPTION ON ADDITIONAL PAGE)

The said property is free from all encumbrances except As shown on attached Schedule B

The total consideration for this conveyance is \$ the exchange of other lands

Done by order of the grantor's board of directors on September 18, 19 80



WEYERHAEUSER COMPANY

By R M Wolff Vice President

By Robert N Mogensen Asst. Secretary

STATE OF Wash., County of King SS. September 19, 19 80

Personally appeared R. M. Wolff and Robert N. Mogensen who, each being first duly sworn, did say that the former is the (vice) president and that the latter is the (assistant) secretary of the corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed.

(OFFICIAL SEAL)

Before me: [Signature] Notary Public for WA. My commission expires 10-25-80

CASCADE TITLE COMPANY

FORM NO. 103



DESCRIPTION SHEET

See page 1 for vesting and encumbrances, if any.

Description of the tract of land which is the subject of this report:

PARCEL 1: Beginning at the quarter section corner on the East line of Section 35, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, which is marked by an iron pipe; thence North $84^{\circ} 51'$ West 441.35 feet to an iron pipe; thence West 696.0 feet; thence South $42^{\circ} 29'$ West 996.25 feet; thence South $16^{\circ} 58'$ East 142.94 feet; thence South $67^{\circ} 01'$ West 1099.40 feet; thence South $33^{\circ} 38'$ West 875.0 feet; thence South $54^{\circ} 30'$ West 1120.0 feet; thence South $30^{\circ} 24'$ West 8.60 feet, more or less, to a point on the South line of said Section 35; thence East 1688.4 feet, more or less, along said South line to the South quarter corner of said Section; thence North 1320 feet, more or less, along the East line of the SE $1/4$ of the SW $1/4$ of said Section to the Northeast corner thereof; thence East 2640 feet, more or less, along the South line of the N $1/2$ of the SE $1/4$ of said Section to the East line of said Section 35; thence North 1320 feet, more or less, along said East line of said Section 35 to the point of beginning, being in Lot 4, in Lot 2, of Lot 1, in the SE $1/4$ of the SW $1/4$, in the NE $1/4$ of the SE $1/4$ and in the NW $1/4$ of the SE $1/4$.

PARCEL 2: A strip of land in Lot 3 and the NW $1/4$ of the SE $1/4$ of Section 35, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, extending from the Southerly boundary of the Oregon State Highway, as now located in said Lot 3 to the Northerly boundary of that part of the NW $1/4$ of the SE $1/4$ of said section conveyed by Paul P. Murphy, Inc., to Weyerhaeuser Timber Company by deed recorded in Book 170, page 431, Deed Records of Coos County, Oregon, and which said strip of land is bounded on the West by the tract of land conveyed by P. E. Walburn et ux to Ethel Gledhill by deed recorded in Book 153, page 601, Deed Records of Coos County, Oregon, and bounded on the East by the tract of land conveyed by E. F. Waterman et ux to E. T. Varco by deed recorded in Book 156, page 124, Deed Records of Coos County, Oregon.

Report No.

644-782

36/36, 37, 38 and 39

CONTINUED

EXHIBIT A

80 4 6230

MEER NATIONAL TITLE INSURANCE COMPANY

C O P Y

PARCEL 3: Beginning at a point on the North line of said Lot 1, West 322.0 feet from the Northwest corner of the Plat of Glasgow, Coos County, Oregon, said point also being the Northwest corner of a tract of land in said Lot 1 heretofore conveyed by the Oregon Iron and Steel Company to Howard I. Hendrick et ux in a deed recorded in Book 166, page 291, Deed Records of Coos County, Oregon; thence South 30° 24' West along the Westerly line of said Hendrick tract a distance of 834.77 feet to the Northwest corner of a tract of land in said Lot 1 heretofore conveyed by the Loritan Investment Company to Frank J. Schweiger et ux in deed recorded in Book 138, page 420, Deed Records of Coos County, Oregon; thence South 30° 24' West along the Westerly line of said Schweiger tract for a distance of 177.1 feet; thence along a curve to the left with a radius of 100.0 feet through a central angle of 155° 30' for a distance of 259.77 feet; thence along a curve to the right with a radius of 140.0 feet through a central angle of 152° 35' for a distance of 302.5 feet to a point on the North line of the County Road; thence Westerly along said North line a distance of 40 feet, more or less, to the Southeast corner of a tract of land in said Lot 1 heretofore conveyed by Eric G. Berg et ux to A. V. Russell et ux in deed recorded in Book 140, page 295, Deed Records of Coos County, Oregon, said Southeast corner being a point on a curve of 100.0 foot radius, said curve at said point being tangent to a line which bears North 35° 53' East; thence along the Easterly and Northerly lines of said Russell tract on said 100.0 foot radius curve to the left through a central angle of 160° 59' for a distance of 248.80 feet; thence along a curve to the right with a radius of 140.0 feet through a central angle of 155° 30' for a distance of 372.45 feet to the Southeast corner of a tract of land in said Lot 1 heretofore conveyed by the Ladd Estate Company to Louis E. Abrams in deed recorded in Book 140, page 228, Deed Records of Coos County, Oregon; thence North 30° 24' East along the Easterly line of said Louis E. Abrams tract for a distance of 360.0 feet to the Southeast corner of a tract of land in said Lot 1 heretofore conveyed by the Ladd Estate Company to Leon Abrams in deed recorded in Book 152, page 251, Deed Records of Coos County, Oregon; thence North 30° 24' East along the Easterly line of said Leon Abrams tract for a distance of 344.07 feet to the Southeast corner of a tract of land in said Lot 1 and Lot 1 of Section 35, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, heretofore conveyed to John F. Ryan et ux to George Koines et ux in deed recorded in Book 138, page 269, Deed Records of Coos County, Oregon; thence North 30° 24' East along the Easterly line of said Koines tract for a distance of 210.5 feet to the Southeast corner of a tract of land in Lot 1 of said Section 2 and Lot 1 of said Section 35 heretofore conveyed by Ida Hinse to George Koines et ux in deed recorded in Book 150, page 45, Deed Records of Coos County, Oregon; thence North 30° 24' East along the Easterly line of said Hinse tract for a distance of 88.70 feet to a point on the North line of said Lot 1, in Section 2, said point being the Southwest

SWEEPER NATIONAL TITLE INSURANCE COMPANY

C O P Y

corner of a tract of land in Lots 4, 2, 1, and the SE 1/4 of the SW 1/4 and the N 1/2 of the SE 1/4 of said Section 35, heretofore conveyed by Paul P. Murphy, Inc., to the Meyerhaeuser Timber Company in deed recorded in Book 170, page 431, Deed Records of Coos County, Oregon; thence Easterly along the Southerly line of said Meyerhaeuser tract, said Southerly line also being the North line of said Lot 1 of said Section 2, for a distance of 46.4 feet, more or less, to the point of beginning.

A part of Lot 1 of Section 2, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a point which is 322.0 feet West and 720.0 feet South of the Northwest corner of the Plat of Glasgow in said Section 2, said point of beginning being the Northeast corner of a tract of land in said Lot 1, heretofore conveyed by Loritan Investment Company to Frank J. Schweiger et ux. by deed recorded in Book 136, page 420, Deed Records of Coos County, Oregon; thence West along the North line of said Schweiger tract for a distance of 422.42 feet; thence South 30° 24' West along the Westerly line of said Schweiger tract for a distance of 135.23 feet to the true point of a 100 foot radius curve to the left through a central angle of 155° 30' for a distance of 259.77 feet; thence along a 140.0 foot radius curve to the right through a central angle of 9° 47' 12" for a distance of 28.90 feet to the point of tangency and the point of beginning of a 111.0 foot radius curve extending in a reverse direction Northwesterly and to the right from a line bearing South 64° 41' 12" West; thence along said 111.0 foot radius curve through a central angle of 145° 42' 48" for a distance of 282.29 feet, more or less, to the true point of beginning.

EXCEPT: A part of Lot 1 of Section 2, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a point which is 554.89 feet South and 2167.18 feet West of the North quarter section corner of said Section 2, said point of beginning being the most Northerly point of a tract of land in said Lot 1 heretofore conveyed by Eric O. Berg et ux to A. P. Russell et ux, by a deed recorded in Book 140, page 295, Deed Records of Coos County, Oregon, and the point of tangency of a 140.0 foot radius curve with a line bearing South 30° 24' West; thence Southerly and Easterly along the Northeasterly line of said Russell tract of said curve to the left through a central angle of 155° 30' for a distance of 372.45 feet; thence along a 100.0 foot radius curve to the right through a central angle of 9° 47' 12" for a distance of 17.08 feet to the point of tangency with, and the point of beginning of a 151.0 foot radius curve extending in a reverse direction Northwesterly and to the right from a line bearing South 64° 41' 12" West; thence along said 151.0 foot radius curve through a central angle of 145° 42' 48" for a distance of 304.01 feet to a point on the Easterly line of a tract

80 4 6232

AMERICAN NATIONAL TITLE INSURANCE COMPANY

C O P Y

of land in said Lot 1 heretofore conveyed by Ladd Estate Company to Louis E. Abrams by a deed recorded in Book 146, page 228, Deed Records of Coos County, Oregon; thence South $30^{\circ} 24'$ West along said Easterly line for a distance of 41.87 feet, more or less, to the point of beginning.

PARCEL 4: An Easement lying within a 60 foot wide right of way which is 30 feet on each side of, when measured radially from the following described center line: Beginning at a point on the North line of said SW $1/4$ of the SE $1/4$ which is North $29^{\circ} 47'$ East 328.9 feet from the Northwest corner of said subdivision; thence South 38° West 50.0 feet; thence South 50° West 50.0 feet; thence North $88^{\circ} 30'$ West 50.0 feet; thence North $84^{\circ} 30'$ West 100.0 feet; thence North $68^{\circ} 30'$ West 50.0 feet; thence North 70° West 50.0 feet; thence North 84° West 17.0 feet, more or less, to a point on the West line of said SW $1/4$ of the SE $1/4$, which is 13.0 feet due South of the Northwest corner of said subdivision.

1. 1980-1981 Taxes, a lien not yet payable (Accounts #1879.03, #1889.00, #1892.00, #3076.00, #3080.11; Codes #13.0. and #13.08)
2. Mineral and Mineral Rights including the terms and provisions thereof, reserved in deed recorded February 20, 1941, in Book 159, page 420, Deed Records of Coos County, Oregon.
3. Right of Way, including the terms and provisions thereof, conveyed to West Coast Power Company, in instrument recorded September 30, 1941, in Book 140, page 523, Deed Records of Coos County, Oregon.
4. Mineral and Mineral Rights, including the terms and provisions thereof, reserved in deed recorded January 14, 1947, in Book 166, page 159, Deed Records of Coos County, Oregon.
5. Easement, including the terms and provisions thereof, conveyed to Frank J. Schweiger in instrument recorded September 26, 1969, bearing Microfilm Reel No. 69-9-42401, Records of Coos County, Oregon.
6. Easement, including the terms and provisions thereof, conveyed to City of Coos Bay et al in instrument recorded December 17, 1971, bearing Microfilm Reel No. 71-12-66523, Records of Coos County, Oregon.
7. Terms and provisions of Easement, recorded December 2, 1977, bearing Microfilm Reel No. 77-2-01647, Records of Coos County, Oregon.
8. The Right, Title and Interest of Coos County in and to Parcel 2 by reason of Treasurer's deed recorded April 18, 1980 bearing Microfilm Reel No. 77-2-01647, Records of Coos County, Oregon.
9. The Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors, forever, an undivided one-half interest in and to the following: (1) All geothermal steam and heat, and (2) all ores and minerals of any nature whatsoever in or upon said land, including, but not limited to, coal, oil and gas, together with the right to enter upon said lands for the purpose of exploring the same for such geothermal resources, ores and minerals for the purpose of drilling, opening, developing and working mines and wells thereon and taking out and removing therefrom all such geothermal resources, ores and minerals and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purposes; provided, that the Grantees and their heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon, caused by the exercise of any rights herein reserved; provided, further, that the exercise of such rights by the Grantor shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.
10. The Grantor further reserves for a period of three (3) years from execution of this deed, all timber with the right to cut and remove the same from the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$), Lot Four (4), and that portion of the Northwest Quarter of The Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$) lying Northerly of Grantor's 0115 logging road.
11. Unrecorded easement for a water pipeline dated February 15, 1966 granted to Cecil C. Thrush and Esther Thrush over the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) and assigned to Irwin Prentice and Virginia Prentice.

EXHIBIT B

440

RECORDED OCT 1 1983 AT 4:33
MARY ANN WALSON, COUNTY CLERK2006 J
419

94 01 0431

FINAL PARTITION PL

LOCATED IN THE SW1/4 A1
TOWNSHIP 24 SOUTH, RANGE 13
AND THE NW1/4 OF 1
TOWNSHIP 25 SOUTH, RANGE 13
COOS CO

RECORDED
Mary Ann Wilson,
Clerk County Clerk, certifies
this within instrument
was filed for record at
By: BR/ARH Deputy
Date: 01/12/1994
Pages: 2 Fee: \$ 33.00
(6)

OWNER: STEVEN H. SWEET
2725 WILLANCH WAY
NORTH BEND, OR 97459

PREPARED BY: STUNTZNER ENGINEERING & FORESTRY
705 SOUTH 4TH
COOS BAY, OR 97420

REFERENCE SURVEY

CS9B26, WILCOX, 1988

REFERENCE DEED

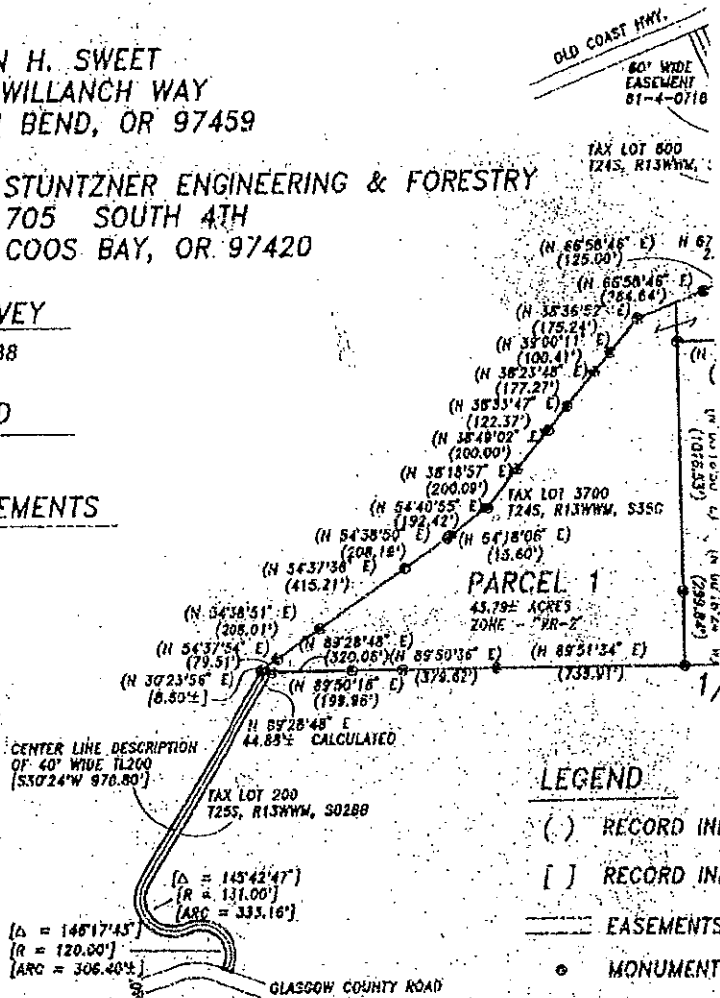
90-1-0005

REFERENCE EASEMENTS

81-4-0719

89-05-1981

90-2-0867



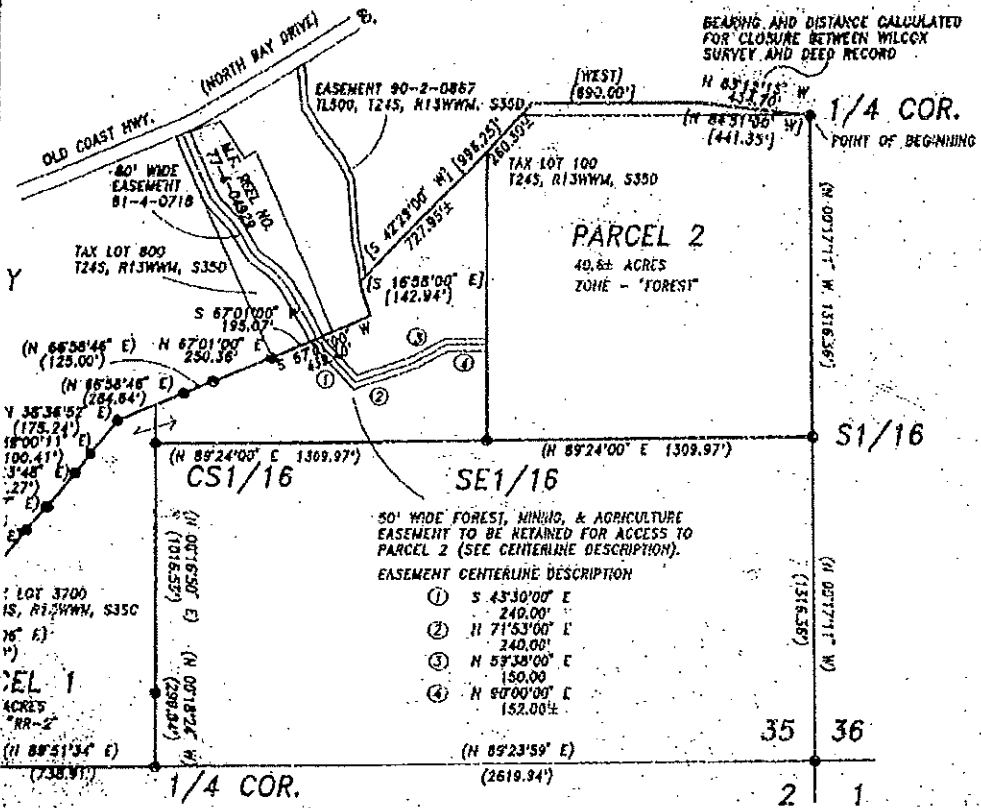
LEGEND

- () RECORD INF
- [] RECORD INF
- ==== EASEMENTS
- MONUMENT

1026

TITIGATION PLAT - SWEET PARTITION 94 01 0431

THE SW1/4 AND THE SE1/4 OF SECTION 35,
 RANGE 13 WEST OF THE WILLAMETTE MERIDIAN,
 NW1/4 OF THE NW1/4 OF SECTION 2,
 RANGE 13 WEST OF THE WILLAMETTE MERIDIAN,
 COOS COUNTY, OREGON.



LEGEND

- () RECORD INFORMATION PER CS9B26
- [] RECORD INFORMATION PER DEED 90-1-0005
- EASEMENTS
- MONUMENT OF RECORD

SCALE: 1" = 400'

REGISTERED PROFESSIONAL LAND SURVEYOR
 Ronald E. Sturtevant
 OREGON
 LICENSE NO. 1177
 RONALD E. STURTEVANT
 1954
 EXPIRES 12/31/94

1027

1994 #2
CAB C-36

04 01 0431

N
5,
ERIDIAN,
ERIDIAN,

BEARING AND DISTANCE CALCULATED
FOR CLOSURE BETWEEN MILCOX
SURVEY AND DEED RECORD

N 43°17'15" W
441.35'
(441.35')
1/4 COR.
POINT OF BEGINNING

2
ST
(N 00°17'15" W 1315.55')

307.97'
S1/16

(S 85°15'15" W
1515.55')
(N 00°17'15" W
1515.55')

35 36

2 1

SUBJECT PROPERTY

TAX LOT 200, T25, R13, S2BC
TAX LOT 3700, T24, R13, S35C
TAX LOT 100, T24, R13, S35D

TOTAL ACREAGE: 84.39 ACRES

EASEMENT DESCRIPTION

A 50 FOOT WIDE EASEMENT OF WHICH THE CENTERLINE
IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF
THAT PARCEL DESCRIBED IN MICROFILM REEL NO.
77-4-04929, DEED RECORDS OF COOS COUNTY, OREGON,
FROM WHICH THE SOUTHWESTERLY CORNER OF SAID
PARCEL BEARS SOUTH 67°11'00" WEST 195.07 FEET;
THENCE SOUTH 43°30'00" EAST 240.00 FEET; THENCE
NORTH 71°53'00" EAST 240.00 FEET; THENCE NORTH
59°38'00" EAST 150.00 FEET; THENCE NORTH 80°20'00"
EAST 192.00 FEET, MORE OR LESS, TO THE WEST
BOUNDARY OF PARCEL 2 OF THIS PLAT.

SCALE: 1" = 400'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Ronald E. Stuntzner
OREGON
EXPIRES 12/31/04
RONALD E. STUNTZNER
1542

Stuntzner Engineering & Forestry

ENGINEERING • LAND SURVEYING • FORESTRY
PLANNING • WATER RIGHTS

240 SOUTH 4TH ST.
PO BOX 50000
COAS BAY, OREGON 97420

PHONE (503) 837-8772
FAX (503) 837-0468

OWNER: DAVE FOSTER	DATE: OCTOBER 26, 1994
PREPARED BY: TOM HOSKINS	PLAT NO.: 1994-0031
CHECKED BY:	DATE:
DATE PLOTTED: STREET PARADISE	MAP NO. 1028

04 01 0431

PARTITION PLAT # _____

SWEET PARTITION

SURVEYOR'S CERTIFICATE

I, RONALD E. STUNTZNER, CERTIFY THAT I HAVE CORRECTLY DESCRIBED THE LANDS SUBJECT TO THIS PARTITION. SAID DESCRIPTION IS BASED UPON DEED INSTRUMENT NO. 80-1-0003 AND 058926, BOTH RECORDS OF COOS COUNTY, OREGON. PURSUANT TO ORS 92.040(6), NO ACTUAL SURVEY WAS PERFORMED IN THE PREPARATION OF THIS PARTITION PLAT.

SAID TRACT OF LAND IS LOCATED IN PORTIONS OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 13 WEST, OF THE WILLAMETTE MERIDIAN AND IN PORTIONS OF THE NW1/4 OF THE NW1/4 OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 13 WEST, OF THE WILLAMETTE MERIDIAN, ALL IN COOS COUNTY, OREGON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER (E1/4) OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 13 WEST, OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE SOUTH 00°17'11" EAST 1316.38 FEET TO THE SOUTH SIXTEENTH CORNER (S1/16) OF SAID SECTION 35; THENCE SOUTH 89°24'00" WEST 1809.97 FEET TO THE SOUTHEAST SIXTEENTH CORNER (SE1/16) OF SAID SECTION 35; THENCE CONTINUING SOUTH 89°24'00" WEST 1509.97 FEET TO THE CENTER SOUTH SIXTEENTH CORNER (CS1/16) OF SAID SECTION 35; THENCE SOUTH 00°16'50" WEST 1016.33 FEET; THENCE SOUTH 00°16'24" EAST 289.84 FEET TO THE SOUTH QUARTER CORNER (S1/4) OF SAID SECTION 35; THENCE SOUTH 89°51'34" WEST 738.91 FEET; THENCE SOUTH 89°50'36" WEST 379.62 FEET; THENCE SOUTH 89°50'18" WEST 199.98 FEET; THENCE SOUTH 89°28'48" WEST 320.06 FEET; THENCE SOUTH 89°28'48" WEST 44.88 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF A 40 FOOT WIDE STRIP OF LAND EXTENDING SOUTHERLY TO THE NORTH RIGHT-OF-WAY LINE OF GLASGOW COUNTY ROAD; THE CENTERLINE OF SAID STRIP OF LAND BEGINS 22.44 FEET EASTERLY OF THE LAST CALLED POINT, THENCE PROCEEDS SOUTH 30°24' WEST 978.60 FEET; THENCE ALONG A CURVE LEFT WITH A CENTRAL ANGLE OF 145°42'47" WITH A RADIUS OF 151.00 FEET AND AN ARC LENGTH OF 333.16 FEET; THENCE ALONG A CURVE RIGHT WITH A CENTRAL ANGLE OF 146°17'43" WITH A RADIUS OF 120.00 FEET AND AN ARC LENGTH OF 308.40 FEET, MORE OR LESS; TO THE NORTH RIGHT-OF-WAY LINE OF SAID GLASGOW COUNTY ROAD; THENCE NORTH 50°23'58" EAST 8.60 FEET, MORE OR LESS, FROM THE NORTHWEST CORNER OF SAID 40 FOOT WIDE STRIP OF LAND; THENCE NORTH 54°37'54" EAST 79.51 FEET; THENCE NORTH 54°38'51" EAST 208.01 FEET; THENCE NORTH 54°37'38" EAST 415.21 FEET; THENCE NORTH 54°38'50" EAST 208.19 FEET; THENCE NORTH 54°18'06" EAST 15.60 FEET; THENCE NORTH 54°40'55" EAST 192.42 FEET; THENCE NORTH 38°10'57" EAST 200.09 FEET; THENCE NORTH 38°49'02" EAST 200.00 FEET; THENCE NORTH 38°33'47" EAST 122.37 FEET; THENCE NORTH 38°23'46" EAST 177.27 FEET; THENCE NORTH 39°00'11" EAST 100.44 FEET; THENCE NORTH 38°39'52" EAST 175.24 FEET; THENCE NORTH 66°58'46" EAST 284.84 FEET; THENCE NORTH 66°58'46" EAST 125.00 FEET; THENCE NORTH 67°01'00" EAST 250.36 FEET; THENCE NORTH 67°01'00" EAST 439.40 FEET; THENCE NORTH 16°58'00" WEST 142.34 FEET; THENCE NORTH 42°29'00" EAST 896.25 FEET; THENCE WEST 690.00 FEET; THENCE SOUTH 83°12'13" EAST 434.70 FEET TO THE POINT OF BEGINNING (CALCULATED BEARING AND DISTANCE TO CLOSE WITH POINT OF BEGINNING; RECORD BEARING AND DISTANCE TO THE QUARTER CORNER IS SOUTH 94°51'00" EAST 441.35 FEET PER DEED).

SAID TRACT OF LAND CONTAINS 84.39 ACRES, MORE OR LESS.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Ronald E. Stuntzner

OREGON
ESTABLISHED 21, 1877
RONALD E. STUNTZNER
1342

EXPIRES 12/31/94

1029

SURI

Stuntzner
706 South
Coos Bay,
Phone: (541) 338-1111
Fax: (541) 338-1112

PLAN

I, William Grille, P.E.
this Plat is in con-
formance with the
Zoning and Land Use

William Grille
WILLIAM GRILLE
PLANNING DIRECTOR
COOS COUNTY, OR

COU

I, Karlas Seidel, C
this Plat complies
pursuant to the C

Karlas E. Seidel
KARLAS SEIDEL
COUNTY SURVEYOR
COOS COUNTY, O

COU

I, County Assessor,
taxes and all spe-
cial assessments to
be placed upon it
during the tax year.

David L. ...
COUNTY ASSESSOR
COOS COUNTY, O

CC

I, Mary Ann Wilcox
this Partition Plat
No. 94-01-04
this 12th day of

Mary Ann Wilcox
MARY ANN WILCOX
COUNTY CLERK
COOS COUNTY, O

COUN

The County Road Dept
certified with the Roc
Land Development Ord

Marvin Sackett
MARVIN SACKETT
COUNTY ROADMASTER
COOS COUNTY, OREG.

SURVEYOR

94.01.0431

OWNE

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

STEVEN H. SWEET
2716 WILSON WY
NORTH BEND, OR

PLANNING DIRECTOR

OWNE

I, William Grice, Planning Director of Coos County, Oregon, hereby certify that this Plat is in conformity with the applicable requirements of the Coos County Zoning and Land Development Ordinance.

I, the undersigned, subject to this per-
occurrences with C

William Grice 7.20.94 DATE
WILLIAM GRICE
PLANNING DIRECTOR
COOS COUNTY, OREGON

Access to parcel ;
map. As a result
he will hold Coos
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a result of the un
this Petition.

Glasgow County R.
Coos County.

COUNTY SURVEYOR

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I, Karisa Seidel, County Surveyor of Coos County, Oregon, hereby certify that this Plat complies with the requirements for accuracy and completeness pursuant to the Coos County Zoning and Land Development Ordinance.

Steven H. Sweet
Steven H. Sweet

Karisa Seidel 12-29-93 DATE
KARISA SEIDEL
COUNTY SURVEYOR
COOS COUNTY, OREGON

STATE OF OREGON
COUNTY OF COOS

THIS IS TO CERTIFY
PERSONALLY APPEA
1993, WHO HAVE /
CERTIFICATE AS TH
HAVE HEREUNTO SI
MY COMMISSION EX

COUNTY ASSESSOR

David D. F.
NOTARY PUBLIC

I, County Assessor of Coos County, Oregon, hereby certify that all Ad Valorem taxes and all special assessments, fees, or other charges required by law to be placed upon the tax rolls which have become or which will become a lien during the tax year, have been paid.

Janet Ann Blaney 12/29/93 DATE
JANET ANN BLANEY
COUNTY ASSESSOR
COOS COUNTY, OREGON

WATE

COUNTY CLERK

PERMIT #20291

I, Mary Ann Wilson, County Clerk of Coos County, Oregon, hereby certify that this Plat was recorded into the Coos County records in Medford, Oregon, on 12-01-94, Page 55, Record of Plats, this 12th day of JANUARY, 1995.

Mary Ann Wilson by Carol Stead 1-2-94 DATE
MARY ANN WILSON
COUNTY CLERK
COOS COUNTY, OREGON

COUNTY ROADMASTER

The County Road Department approval is hereby granted to the developer who has complied with the Road Department requirements per the Coos County Zoning and Land Development Ordinance dated July, 1985.

Mary Sachit 1-3-94 DATE
MARY SACHIT
COUNTY ROADMASTER
COOS COUNTY, OREGON

10.30

OWNER

1994 #2
CAB C-36

94 01 0431

STEVEN H. SWEET
2725 WILLANCH WAY
NORTH BEND, OR 97459

OWNER'S DECLARATION

I, the undersigned, hereby certify that I am the party of this interest in the lands subject to this partition and I have caused this partition Plat to be prepared in accordance with ORS Chapter 92.

Access to parcel 2 is via the 50 foot wide private easement as shown on the Plat map. As a condition of approval of this Plat the undersigned hereby agrees that he will hold Coos County harmless from and indemnify the county for any liability for damage which may occur to the undersigned or his property whatsoever as a result of the undersigned's failure to build, improve, or maintain roads shown in this Partition.

Glasgow County Road and North Bay Drive are public rights-of-way maintained by Coos County.

Steven H. Sweet

12-16-93

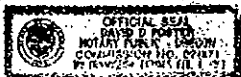
Steven H. Sweet

Date

STATE OF OREGON
COUNTY OF COOS

THIS IS TO CERTIFY THAT STEVEN H. SWEET
PERSONALLY APPEARED BEFORE ME ON THIS 16th DAY OF DECEMBER,
1993, WHO HAVE ACKNOWLEDGED THAT THEY HAVE SIGNED THE ABOVE OWNERS
CERTIFICATE AS THEIR VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF I
HAVE HEREUNTO SET MY SEAL THIS 16th DAY OF DECEMBER, 1993.
MY COMMISSION EXPIRES ON: 2-4-97

Donald D. Foster
NOTARY PUBLIC FOR OREGON



WATER RIGHTS

PERMIT #22261

Stuntzner Engineering & Forestry	
ENGINEERING • LAND SURVEYING • FORESTRY PLANNING • WATER RIGHTS	
100 South 6th St. Post Office Box 118 Coos Bay, Oregon 97423	Phone (800) 227-2772 Fax (800) 227-2224
EST. BY: <u>ROY H. FORD</u>	DATE: <u>OCTOBER 24, 1983</u>
DESIGNED BY: <u>DAVE TROPER</u>	PROJECT NO.: <u>2411-102</u>
DRAWN BY:	DATE:
CHECKED BY: <u>MARK PATRICK</u>	DATE: <u>11/11/93</u>

1031

AFTER RECORDING RETURN TO:
Anthony Motschenbacher
Motschenbacher & Blattner, LLP
117 SW Taylor Street, Suite 200
Portland, OR 97204

COOS COUNTY, OREGON **2014-00039**
\$91.00 01/03/2014 11:48:53 AM
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Terril L. Turl, Coos County Clerk

EASEMENT AND RESTRICTION AGREEMENT

This Easement and Restriction Agreement (the "Agreement") is entered into this 31st day of December, 2013 between Kenneth E. Denton and Catherine L. Denton, Husband and Wife ("Grantor") and TAT Enterprises, LLC ("Grantee").

RECITALS

A. Grantor owns the real property described in Exhibit A attached hereto ("Denton Property"). Grantee owns the real property described in Exhibit B attached hereto (the "Goergen Property").

B. Grantee desires to have an easement fifty (50) feet in width for utility purposes over the Denton Property and Grantor desires to grant such easement. The area for the easement is more particularly described in Exhibit C attached hereto (the "Easement Area").

C. Grantor desires to have restrictions on approximately twenty five (25) feet in width of the Goergen Property to restrict Grantee's development and Grantee desires to grant such restrictions. The area for the restriction is adjacent to the Denton Property and more particularly described in Exhibit D attached hereto (the "Restricted Area").

D. A map showing generally the location of the Easement Area and the Restricted Area is attached as Exhibit E. The map is only general in location and is not exact or to scale.

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth in this Agreement, and for other good and valuable consideration, Grantor and Grantee agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement for access and placement of utilities over, across, and under the Easement Area for the construction, operation and maintenance of underground utilities. The purpose of the easement is to provide access to the Goergen Property for utilities. Grantee and third party providers of utilities may place, own, operate, maintain, repair, disconnect, replace, augment, and remove property for the purpose of providing utilities to the Goergen Property. In no event will any structures incidental and appurtenant to the utility improvement be higher than six (6) feet in height. Grantee hereby agrees to not now or in the future construct or allow a third party to build

a connecting road for ingress and egress purposes upon the Goergen Property from the Easement Area.

1.1 Access for Maintenance. Grantor agrees that Grantee and third party providers of utilities and their agents shall have reasonable access over the Denton Property to the Easement Area for purposes of placing, owning, operating, repairing and maintaining any utilities or improvements that may be placed by the utility provider for using the utilities. Grantor shall not place any improvement or otherwise restrict the Easement Area in a manner that would unreasonably interfere with utility access or which would restrict the ability of a utility provider to place, repair or maintain any utility within the Easement Area.

1.2 Good Faith. The parties will work in good faith to place the utilities in a manner that will minimize damage to existing non native vegetation as long as reasonable access is provided for the placement of utilities. In addition, it is the intent of the parties that the Easement Area will abut up to existing utility easements on the Denton Property that will afford access of utilities from the existing easements to the Easement Area that will allow for the continued access of such utilities to the Goergen Property. If for some reason such existing easements do not exist or do not allow for access of such utilities over the Denton Property to the Goergen Property then Grantor and Grantee will work in good faith to provide for additional easement over the Denton Property to allow access of utilities to the Goergen Property. In addition, the easement granted in Section 1 must comply with the existing easements and covenants attached to the Denton Property.

2. Green Space Restriction. Grantee agrees to not place any road or other permanent improvements on the Restricted Area, The purpose of the restriction is that the Restricted Area will be a natural buffer between the Denton Property and the Goergen Property. Grantee may still use the Restricted Area and allow the placement of utility improvements over, under or across the Restricted Area.

3. Appurtenant Easement and Restriction. The easement granted in Section 1 and the restriction granted in Section 2 shall run with the benefitted and burdened properties, shall be perpetual, and shall be binding upon and benefit and burden the successors and assigns of the parties hereto and any person now or hereafter claiming any interest in the Goergen Property or the Denton Property. The parties understand that the Goergen Property is made up of more than one lot and maybe further subdivided in the future. The Easement granted in Section 1 shall benefit the entire Goergen Property and each individual lot thereof as the property may be subdivided in the future.

4. Covenants. Grantor and Grantee hereby covenants with each other that they are lawfully seized and possessed of their respective properties and have good and lawful right to grant the easement and restriction.

5. Venue. Any suit or action arising out of or relating to this Agreement or the enforcement or interpretation hereof shall be maintained in circuit court for the State of Oregon, and venue shall be in Coos County, Oregon.

6. Notices. All notices under this Agreement shall be in writing, and shall be effective when they are received. Notices may be (a) delivered personally, (b) delivered by a recognized overnight delivery service, or (c) mailed by certified United States mail, postage prepaid and return receipt requested. Notices shall be directed to the owners of the benefitted and burdened properties at the addresses of the owner on file with the Coos County tax assessor's office, and to such additional address as the owners of the respective properties may specify by written notice to the other owner.

7. Attorneys' Fees and Costs. If suit or action is entered into to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs in such suit or action and in any appeal therefrom.

8. Time Essence. Time is of the essence in regard to the performance of any obligation arising out of the terms of this Agreement.

9. No Public Purpose. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Denton Property or Goergen Property or of the Easement Area or Restricted Area to the general public, or for any public purpose whatsoever. This Agreement shall be limited to and for the purposes outlined in this Agreement. Except for the easement granted hereunder, Grantor reserves all rights in the Easement Area and any improvements and shall have full access and use of the Easement Area and any improvements thereon. Except for the restriction granted hereunder, Grantee reserves all rights in the Restricted Area and any improvements and shall have full access and use of the Restricted Area and any improvements thereon.

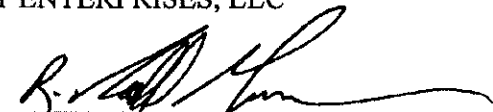
10. General Provisions.

10.1 Complete Agreement. This Agreement constitutes the complete and final agreement between the parties with respect to the matters covered by this Agreement, and this Agreement supersedes and replaces all prior written or oral agreements on the same matter.

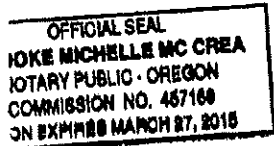
10.2 Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any provision of this Agreement constitute a waiver of any succeeding breach or a waiver of such provision itself. Any waiver of any provision of this Agreement shall be effective only if set forth in writing and signed by the party to be charged.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement to be effective on the date first set forth above.

TAT ENTERPRISES, LLC

By: 
Todd Goergen, Manager



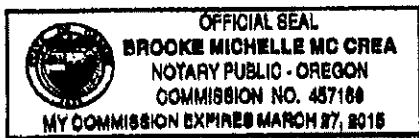


Catherine L. Denton
Catherine L. Denton

Kenneth E. Denton
Kenneth E. Denton

STATE OF OREGON)
) ss.
County of Coos)

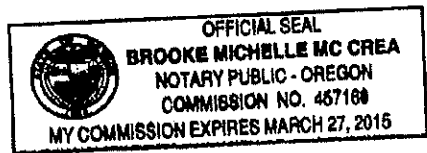
This instrument was executed before me on December 31st, 2013, by Todd Goergen, as Manager of TAT Enterprises, LLC.



Brooke Mc Crea
Notary Public for Oregon
My Commission Expires: March 27, 2015

STATE OF OREGON)
) ss.
County of Coos)

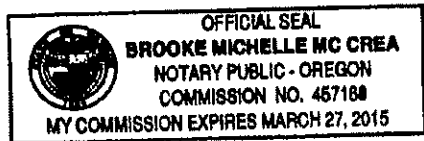
This instrument was executed before me on December 31st, 2013, by Catherine L. Denton.



Brooke Mc Crea
Notary Public for Oregon
My Commission Expires: March 27, 2015

STATE OF OREGON)
) ss.
County of Coos)

This instrument was executed before me on December 31st, 2013, by Kenneth E. Denton.



Brooke Mc Crea
Notary Public for Oregon
My Commission Expires: March 27, 2015

EXHIBIT A

Denton Property Legal Description

Lot 15, Glasgow Heights Final Subdivision Plat, Coos County, Oregon.

EXHIBIT B

Goergen Property Legal Description

Parcel 1 of Final Partition Plat 1994 #02, CAB C/36, filed and recorded January 12, 1994 bearing Microfilm Reel No. 94-01-0431, Records Coos County, Oregon.

SAVE AND EXCEPT that property conveyed by Warranty Deed recorded November 14, 2005 bearing Microfilm Reel No. 2005-17306, Records Coos County, Oregon and re-recorded December 13, 2005 bearing Microfilm Reel No. 2005-18760, Records Coos County, Oregon.

ALSO SAVE AND EXCEPT that property conveyed by Property Line Adjustment Deed recorded August 17, 2010 as instrument no. 2010-7497, Records of Coos County, Oregon.

EXHIBIT C

Denton Property Easement Area

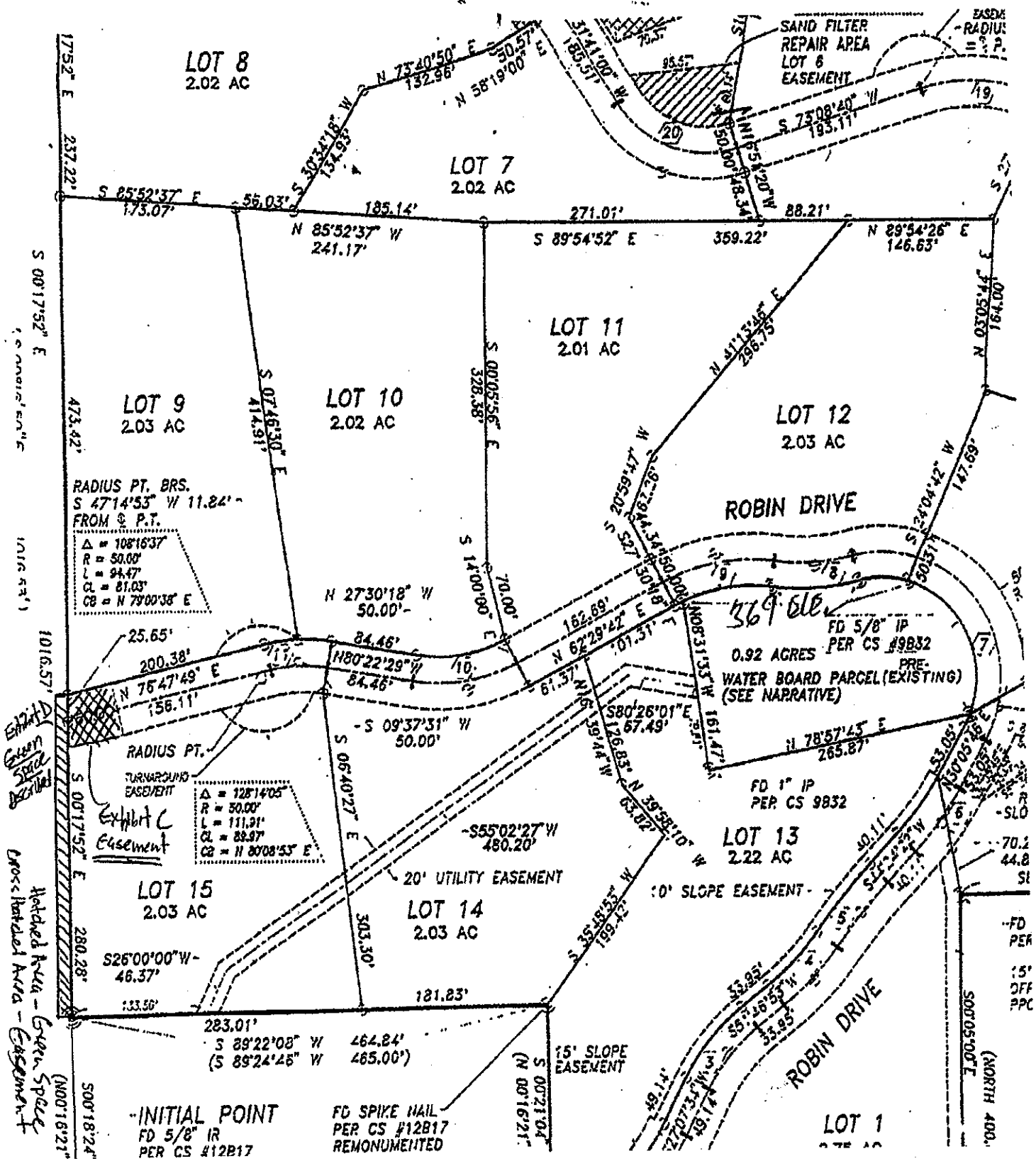
Beginning at the Northwest corner of Lot 15, Glasgow Heights Subdivision, recorded at MF#95-12-0937, Records of the Coos County Clerk; thence along the north line of said Lot 15, North $76^{\circ}47'49''$ East 44.27 feet, more or less, to the northwest corner of Robin Drive per said Glasgow Heights Subdivision;
thence along the west line of said Robin Drive South $13^{\circ}12'11''$ East 50.00 feet to the southwest corner of said Robin Drive;
thence South $76^{\circ}47'49''$ West 55.73 feet, more or less, to the west line of said Lot 15;
thence along said west line North $00^{\circ}17'52''$ West 51.30 feet, more or less, to the point of beginning.

EXHIBIT D

Goergen Property Restricted Area

Beginning at the Northwest corner of Lot 15, Glasgow Heights Subdivision, recorded at MF#95-12-0937, Records of the Coos County Clerk; thence along the west line of said Lot 15 South 00°17'52" East 280.28 feet to the southwest corner of said Lot 15; thence South 89°42'08" West 25.00 feet; thence North 00°17'52 West 280.28 feet to a point lying South 89°42'08" West 25.00 feet from the Point of Beginning; thence North 89°42'08" East 25.00 feet to the point of beginning .

EXHIBIT E
General Map



RADIUS PT. BRS.
S 47°14'53" W 11.24'
FROM & P.T.

Δ = 108°16'37"
R = 50.00'
L = 94.47'
CL = 81.03'
C2 = N 79°00'38" E

RADIUS PT.

TURNAROUND EASEMENT
Δ = 128°14'05"
R = 50.00'
L = 111.91'
CL = 89.97'
C2 = N 80°08'53" E

LOT 15
2.03 AC

LOT 14
2.03 AC

LOT 13
2.22 AC

INITIAL POINT
FD 5/8" IR
PER CS #12B17

FD SPIKE MAIL
PER CS #12B17
REMONUMENTED

0.92 ACRES
PER CS #9832
PRE-EXISTING
WATER BOARD PARCEL (EXISTING)
(SEE NARRATIVE)

FD 1" IP
PER CS 9832

LOT 1

S 00°17'52" E

1016.57'

1016.57'

1016.57'

1016.57'

1016.57'

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1016.57'

S 00°17'52" E

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After recording, return to:
Ticor Title Company
342 Anderson Avenue
Coos Bay, OR 97420

COOS COUNTY, OREGON 2014-00274
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Grantor's Name and Address:
TAT Enterprises, LLC
PO Box 97
Coos Bay, OR 97420



Terril L. Turl, Coos County Clerk

Beneficiary's Name and Address:
Brenda G. Robbins
115 Hideaway Lane Central
Hideaway, TX 75771-5001

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

9709

Deed of Trust

THIS DEED OF TRUST, made this 10 day of January, 2014, between TAT Enterprises, LLC ("Grantor"), and Ticor Title Company, ("Trustee"), whose address is 342 Anderson Avenue, Coos Bay, Oregon 97420, and Brenda G. Robbins ("Beneficiary") whose address is 115 Hideaway Lane Central, Hideaway, Texas 75771-5001.

WITNESSETH:

Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the real property in Coos County, Oregon, described on attached Exhibit A ("Property") which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditament, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained, and the payment by Grantor of all amounts due in satisfaction of each obligation of Grantor in its Promissory Note in the principal amount of \$500,000, payable to Beneficiary. The date of maturity of the Promissory Note is January 5, 2024.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR COVENANTS AND AGREES:

1. To keep the property in good condition and repair; permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all law, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees actually incurred, as provided by statute.

5. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default or failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon any default by Grantor hereunder, Beneficiary may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name, sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

5. Upon default by Grantor in payment of any indebtedness secured hereby or in Grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the Beneficiary may declare all sums secured hereby immediately due and payable. In such event, the Beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the Trustee to foreclose this trust deed by

advertisement and sale, or may direct the Trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the Beneficiary elects to foreclose by advertisement and sale, the Beneficiary or the Trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligations secured hereby whereupon the Trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

6. After the Trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the Trustee conducts the sale, the Grantor or any other person so privileged by ORS 86.753 may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the Beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed, together with Trustee and attorney fees not exceeding the amounts provided by law.

7. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The Trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantor and Beneficiary, may purchase at the sale.

8. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of: (1) the expenses of sale, including the compensation of the Trustee and a reasonable charge by Trustee's attorney; (2) to the obligation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the Trustee in the trust deed as their interests may appear in the order of their priority; and (4) the surplus, if any, to the Grantor, or to any successor in interest entitled to such surplus.

9. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original Trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action preceding which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

10. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

11. The parties acknowledge that Grantor plans to undertake one or more partitions and/or one or more subdivisions of the Property and then sell individual lots. The parties acknowledge that Grantor may convey individual lots free of this Deed of Trust and without any security interest secured by this Deed of Trust upon a principal payment under the Note of an amount equal to \$11,904.76 per acre. The payment shall be in addition to any regularly scheduled payment due under the Note. Upon such payment, Trustee is authorized to record a partial reconveyance for the affected Property. For instance, if Grantor desires to sell a two-acre parcel, then upon a principal payment of \$23,809.52 under the Note, Beneficiary authorizes the release of this Deed of Trust relating to that two-acre parcel and shall request and direct the Trustee to reconvey the two-acre parcel free of all security interest created by this Deed of Trust.

WARNING: *Unless Grantor provides Beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest. If the collateral becomes damaged, the coverage purchased by Beneficiary may not pay any claim made by or against Grantor. Grantor may later cancel the coverage by providing evidence that Grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by Beneficiary, which cost may be added to Grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date Grantor's prior coverage lapsed or the date Grantor failed to provide proof of coverage. The coverage Beneficiary purchases may be considerably more expensive than insurance Grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.*

The Grantor warrants that the proceeds of the loan represented by the above-described note and this trust deed are for an organization, or (even if Grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

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///
///

In construing this trust deed, it is understood that the Grantor, Trustee and/or Beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first written above.

TAT Enterprises, LLC

By: *R. Todd Goergen*
R. Todd Goergen, Manager
Tanya L Goergen
Tanya Goergen, Manager

STATE OF OREGON)
) ss.
COUNTY OF COOS)

On this day personally appeared before me R. TODD GOERGEN and TANYAGOERGEN, as Managers of TAT Enterprises, LLC, known to me to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of January, 2014.



Kathy K Freeman
NOTARY PUBLIC in and for the State of Oregon
Commission Expires: 4.14.15

EXHIBIT "A"

Parcel I:

Parcel 1 of Final Partition Plat 1994 #02, CAB C/36, filed and recorded January 12, 1994 bearing Microfilm Reel No. 94-01-0431, Records Coos County, Oregon.

SAVE AND EXCEPT that property conveyed by Warranty Deed recorded November 14, 2005 bearing Microfilm Reel No. 2005-17306, Records Coos County, Oregon and re-recorded December 13, 2005 bearing Microfilm Reel No. 2005-18760, Records Coos County, Oregon.

ALSO SAVE AND EXCEPT that property conveyed by Property Line Adjustment Deed recorded August 17, 2010 as instrument no. 2010-7497, records of Coos County, Oregon.

Parcel II:

Together with easement for ingress and egress as set forth in instrument recorded September 11, 1981 bearing Microfilm Reel No. 81-4-0718, Records Coos County, Oregon and together with easement for ingress and egress in instrument recorded February 15, 1990 bearing Microfilm Reel No. 90-02-0867, Records Coos County, Oregon.



Terri L. Turi, Coos County Clerk

After recording, return to:
 Anthony J. Motschenbacher
 Motschenbacher & Blattner, LLP
 117 SW Taylor Street, Suite 200
 Portland, OR 97204

Troy Rambo

ROADWAY MAINTENANCE AGREEMENT

DATE: Jan 15, 2015 ("Effective Date")

PARTIES: TAT Enterprises,
 an Oregon limited liability company ("TAT")

AND: Steven & Eva Shimotakahara ("Road User")

PROPERTY OWNER SHARE 8% ("Share")

RECITALS

- A. TAT owns property located near North Bay Road, as more particularly described on attached Exhibit A ("TAT Property"). TAT maintains a Private Road located on the TAT Property and on adjacent properties ("Private Road").
- B. Road User owns real property, more particularly described on attached Exhibit B ("Road User Property"). Road User desires to use the Private Road for ingress and egress to access the Road User Property.
- C. TAT desires to grant access to the Private Road pursuant to the terms of this Agreement. Road User agrees to pay Road User's Share of the cost of the maintenance of the Private Road.

NOW THEREFORE, in consideration of the mutual promises of the parties set forth in this Roadway Maintenance Agreement ("Agreement"), and for other good and valuable

consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Private Road.** The Private Road is that road located on the TAT Property and on the adjacent properties that is used to access North Bay Road. TAT shall repair, maintain, modify and improve the Private Road as it determines necessary in its sole discretion. All repair, maintenance, modifications or improvements shall be undertaken by TAT and TAT's approved contractors. Road User shall not have any right to do any work on the Private Road.

2. **Access.** Pursuant to the terms of this Agreement, Road User shall have non-exclusive access to the Private Road for purposes of ingress and egress from North Bay Road to the Road User Property.

3. **Road User's Share.** Road User shall pay to TAT a Share of all charges, costs and expenses in any way related to the repair, maintenance, modification or improvement of the Private Road. The Share is that percentage listed above.

4. **Damage.** If Road User's negligence, or the negligence of Road User's agents, invitees or licensees, causes damage to the Private Road, then Road User shall bear the entire cost of repair.

5. **Payment.** Payment to TAT shall be due within ten (10) days of written notice from TAT to Road User of the amount that is due. All amounts not paid within 10 days shall accrue interest at eighteen percent (18%) per annum. TAT shall keep reasonable records outlining the costs for one (1) year. Such records will be available for reasonable inspection by Road User. ~~TAT may require a reserve to cover future costs of repair, maintenance, modifications or improvements of the Private Road. To the extent authorized by law, TAT shall be entitled to have a lien on Road User Property if Road User fails to pay its Share when due.~~

INIT.
RTG

INIT.
AES

6. **Use.** Use of the Private Road by Road User shall be for ingress and egress to Road User Property from North Bay Road only. Road User shall not block or interfere with any use of the Private Road by TAT, adjacent property owners, or any third party. In addition, Road User shall not use or allow use of the Private Road in any manner that would cause excess damage to the road, such as utilizing heavy equipment, tract vehicles, or improper use.

7. **Access and Temporary Easement.** Road User grants to TAT and TAT's contractors access to Road User Property in order to effectuate any repair, maintenance, modification, improvement or inspection of the Private Road.

8. **Indemnification.** Road User agrees to indemnify, hold harmless and defend TAT and its successors and assigns and all of their officers, managers, owners and agents from and against any and all losses, costs, expenses, damages or liabilities (including reasonable attorney fees) incurred or threatened to be incurred by any third party in any way arising out of the use of the Private Road by Road User or Road User's agents, invitees or licensees.

9. **Limitation of Liability.** Road User, on behalf of itself and all successors and assigns, agrees that the use of the Private Road is at their sole risk and hereby expressly releases and discharges TAT and their successors and assigns from all liability for any loss, injury or damage to persons, business or property arising from the use of the Private Road or otherwise related to this Agreement.

10. **Binding Effect.** This Agreement, and the rights and obligations granted under this Agreement, shall run with the TAT Property and the Road User Property, both as to benefit and burden, binding the parties and their successors and assigns. It is the intent of the parties to this Agreement to create a continuing obligation upon themselves and upon all subsequent owners of the TAT Property and the Road User Property, including any present or future division of existing lots.

11. **Enforcement.** In the event of any dispute between TAT and Road User, the parties to agree to first attempt to resolve the issue in good faith by submitting the issue to mediation. The cost of mediation shall be shared equally by the parties. The mediation, unless otherwise agreed, shall terminate if the parties are unable to resolve the dispute within thirty (30) days of the date of written notice requesting mediation given by one party to the other.

12. **Attorney Fees.** In the event either party files suit to interpret or enforce its rights under this Agreement, then, in addition to all other costs, damages and awards, the prevailing party shall recover its actual attorney fees (plus costs and paralegal and expert fees) as determined by the judge, whether in preparation, at trial, or on any appeal therefrom.

13. **Recording.** This Agreement may be recorded in the real estate records for Coos County, Oregon.

TAT Enterprises,
an Oregon limited liability company

ROAD USER

By: *R. Todd Goergen*
R. Todd Goergen, Manager

By: *Steven Shimotakahara*
Steven Shimotakahara

By: *Tanya Goergen*
Tanya Goergen

By: *Eva Shimotakahara*
Eva Shimotakahara

STATE OF OREGON)
) ss.
County of Coos)



This instrument was acknowledged before me on 1-15, 2015, by
R. Todd Goergen, as Manager of TAT Enterprises, an Oregon limited liability company,
and Tanya Goergen, Manager of TAT Enterprises

[Signature]

Notary Public for Oregon
My commission expires: 4.14.15

STATE OF OREGON)
) ss.
County of Coos)

This instrument was acknowledged before me on Jan 20, 2015, by
Steven and Eva Shimotakahara



[Signature]
Notary Public for Oregon
My commission expires: 4.14.15

Exhibit "A"

Parcel I:

Parcel 1 of Final Partition Plat 1994 #02, CAB C/36, filed and recorded January 12, 1994 bearing Microfilm Reel No. 94-01-0431, Records Coos County, Oregon.

SAVE AND EXCEPT that property conveyed by Warranty Deed recorded November 14, 2005 bearing Microfilm Reel No. 2005-17306, Records Coos County, Oregon and re-recorded December 13, 2005 bearing Microfilm Reel No. 2005-18760, Records Coos County, Oregon.

ALSO SAVE AND EXCEPT that property conveyed by Property Line Adjustment Deed recorded August 17, 2010 as Instrument no. 2010-7497, records of Coos County, Oregon.

Parcel II:

Together with easement for ingress and egress as set forth in instrument recorded September 11, 1981 bearing Microfilm Reel No. 81-4-0718, Records Coos County, Oregon and together with easement for ingress and egress in instrument recorded February 15, 1990 bearing Microfilm Reel No. 90-02-0867, Records Coos County, Oregon.

Exhibit "B"⁴

Beginning at the Northeast corner of Parcel I as described in Instrument No. 2002 - 13325, Deed Records of Coos County, Oregon, from which the 1" iron pipe at the W1/16 corner on the South boundary of said Section 35 bears N89°28'48"E a distance of 95.16 feet; thence N89°28'48"E a distance of 95.16 feet to the said W1/16 corner; thence N89°50'18"E a distance of 199.96 feet to a 5/8" rebar; thence N0°00'31"W a distance of 30.01 feet to a 5/8" rebar; thence N28°36'06"W a distance of 313.25 feet to a 5/8" rebar; thence S54°36'57"W a distance of 207.68 feet to a 1/2" iron pipe; thence S54°38'10"W a distance of 208.01 feet to a 1/2" iron pipe; thence S54°37'13"W a distance of 79.51 feet to a 5/8" rebar; thence S30°23'15"W a distance of 25.78 feet, more or less, to a point on the South line of said Section 35; thence N89°28'48"E a distance of 46.77 feet, more or less, to the Northwest corner of that Parcel I described in Instrument No. 2002 - 13325; thence N89°28'48"E a distance of 320.06 feet to the point of beginning.

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

4011851

Tax Statements: No Change

COOS COUNTY, OREGON

2015-00508

\$51.00

01/21/2015 02:18:34 PM

Pgs=2



Terri L. Turi, Coos County Clerk

After recording return to: Steven G. & Eva E. Shimotakahara
66697 Oriole Road
North Bend, OR 97459

Address of Grantor's: P.O. Box 97, Coos Bay, OR 97420
Address of Grantee's: 66697 Oriole Road, North Bend, OR 97459

ACCESS EASEMENT

Known all men by these presents that TAT Enterprises, LLC, owner of that property described in Instrument No. 2014 - 00276, Deed Records of Coos County, Oregon, Grantor, conveys to Steven G. Shimotakahara and Eva E. Shimotakahara, husband and wife, Grantee's, a perpetual nonexclusive 30 foot easement for ingress and egress over and across the existing road running Southwesterly across the said Parcel 1 of Partition 1994 #2, CAB C-36 which is located in the S1/2 of Section 35, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon. Said easements shall pertain to the following described property:

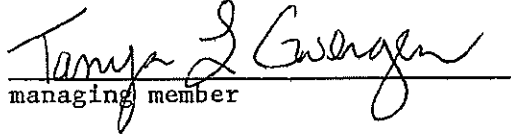
Beginning at the Northeast corner of Parcel I as described in Instrument No. 2002 - 13325, Deed Records of Coos County, Oregon, from which the 1" iron pipe at the W1/16 corner on the South boundary of said Section 35 bears N89°28'48"E a distance of 95.16 feet; thence N89°28'48"E a distance of 95.16 feet to the said W1/16 corner; thence N89°50'18"E a distance of 199.96 feet to a 5/8" rebar; thence N0°00'31"W a distance of 30.01 feet to a 5/8" rebar; thence N28°36'06"W a distance of 313.25 feet to a 5/8" rebar; thence S54°36'57"W a distance of 207.68 feet to a 1/2" iron pipe; thence S54°38'10"W a distance of 208.01 feet to a 1/2" iron pipe; thence S54°37'13"W a distance of 79.51 feet to a 5/8" rebar; thence S30°23'15"W a distance of 25.78 feet, more or less, to a point on the South line of said Section 35; thence N89°28'48"E a distance of 46.77 feet, more or less, to the Northwest corner of that Parcel I described in Instrument No. 2002 - 13325; thence N89°28'48"E a distance of 320.06 feet to the point of beginning.

Dated this 15 day of January, 2015.

GRANTOR:



R. Todd Goergen, managing member of
TAT Enterprises, LLC


managing member

STATE OF OREGON)

County of COOS)

) ss.

The foregoing instrument was acknowledged before me this 15 day of
January, 2015 by R. Todd Goergen.


Notary Public for Oregon

A PORTION OF
 RE-PLAT OF PARCEL 1 OF PARTITION 1994 #2
 LOCATED IN THE NW1/4 OF THE SE1/4 AND THE SE1/4 OF THE SW1/4
 OF SECTION 35, T.24S., R.13W., W.M., COOS COUNTY, OREGON

COOS COUNTY, OREGON 2015-10805
 \$71.00 12/02/2015 01:10:48 PM
 Pg. 1
 0003483201601089002903
 Plat, Plat, Coos County Clerk

P. 2015 # 15
 CAB C-687

SURVEYOR'S CERTIFICATE:

I, TROY RAMBO, PROFESSIONAL LAND SURVEYOR OF OREGON #2865, STATE THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THIS PARTITION PLAT IN ACCORDANCE WITH ORS 92.060(1) AND THE BOUNDARIES OF SAID PLAT ARE AS FOLLOWS:

A PORTION OF PARCEL 1 OF PARTITION 1994 #2 - EXCEPTING THEREFROM THAT PROPERTY CONVEYED IN COOS COUNTY DOCUMENT # 2015-00496

COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS FOR ACCURACY AND COMPLETENESS PURSUANT TO ARTICLE 8.1 AND THAT ALL MONUMENTS HAVE BEEN SET PURSUANT TO THIS ORDINANCE. SIGNED THIS 7th DAY OF December, 2015.

MICHAEL L. DADD COUNTY SURVEYOR *Michael L. Dadd*

COUNTY ASSESSOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL AD VALOREM TAXES AND ALL SPECIAL ASSESSMENTS, FEES, OR OTHER CHARGES REQUIRED BY LAW TO BE PLACED UPON THE TAX ROLL WHICH HAVE BECOME A LIEN UPON THE PARCEL HAVE BEEN PAID OR WHICH WILL BECOME A LIEN DURING THE TAX YEAR HAVE BEEN PAID. SIGNED THIS 8th DAY OF December, 2015.

For STEVE JANSEN COUNTY ASSESSOR *Denise Harris*
 Chief Deputy Assessor

COUNTY CLERK'S CERTIFICATE:

I, TERRI TURI, COUNTY CLERK OF COOS COUNTY, OREGON, HEREBY CERTIFY THAT THIS LAND PARTITION PLAT HAS RECORDED INTO THE COOS COUNTY RECORDS IN

MICROFILM NO. 2015-10805 CABINET C PAGE 1087

RECORD OF PLATS, THIS 8th DAY OF December 2015.

TERRI TURI COUNTY CLERK COOS COUNTY, OREGON *by Shannon Dalton, Chief Deputy Clerk*

PLANNING DIRECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SHOWN PLAT IS IN CONFORMITY WITH APPLICABLE COOS COUNTY ZONING AND LAND DEVELOPMENT ORDINANCES.

JILL ROLFE *Jill Rolfe* 12/8/15 DATE

STATEMENT OF SEWAGE DISPOSAL SYSTEMS

NO SEWAGE DISPOSAL FACILITY WILL BE PROVIDED TO ANY PURCHASER OF ANY PARCEL DEPICTED ON THE ATTACHED PLAT

STATEMENT OF WATER AVAILABILITY

NO DOMESTIC WATER SUPPLY FACILITY WILL BE PROVIDED TO ANY PURCHASER OF ANY

PREPARED FOR:

TAT ENTERPRISES, LLC
 P.O. BOX 97
 COOS BAY, OR 97420

SURVEY BY:

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

REGISTERED PROFESSIONAL LAND SURVEYOR

Troy Rambo
 OREGON
 TROY J. RAMBO
 2865
 RENEWAL 12-31-16

OWNER'S DECLARATION:

KNOW ALL MEN BY THESE PRESENT THAT TAT ENTERPRISES, LLC IS THE OWNER OF RECORD RECORD OF THE LAND HEREON SHOWN AND REPRESENTED ON THE ATTACHED PLAT AND HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO PARCELS AS HEREON SHOWN IN ACCORDANCE WITH O.R.S. CHAPTER 92 AND AS A CONDITION OF APPROVAL OF THIS PLAT:

1) THE UNDERSIGNED HEREBY AGREE THAT HE WILL HOLD COOS COUNTY HARMLESS FROM AND INDEMNIFY THE COUNTY FOR ANY LIABILITY FOR ANY DAMAGE WHICH MAY OCCUR TO THE UNDERSIGNED OR HIS PROPERTY OR TO ANY OTHER PERSONS OR PROPERTY WHATSOEVER AS A RESULT OF THE UNDERSIGNED'S FAILURE TO BUILD, IMPROVE OR MAINTAIN ROADS IN THIS PROPOSED LAND DIVISION. 2) HEREBY CREATE A PRIVATE 60 FT. EASEMENT, FIDDLE BACK ROAD, FOR INGRESS, EGRESS AND UTILITIES, AS SHOWN ON THE ATTACHED PLAT, FOR THE CURRENT AND ANY FUTURE OF PARCELS, SAID EASEMENT SHALL BE MAINTAINED BY THE ALL OWNER'S OF PARCELS 1, 2 AND 3. 3) THE OWNER OF THE SUBJECT PROPERTY HEREBY AGREES TO HAVE THE CENTERLINE ON FIDDLE BACK ROAD MONUMENTED ONCE ALL OF THE ROAD CONSTRUCTION AND PAVING IS COMPLETED.

OWNER:

TAT ENTERPRISES, LLC
 P.O. BOX 97
 COOS BAY, OR 97420

R. Todd Goergen 11/30/15
 R. TODD GOERGEN, MANAGING MEMBER DATE
 OF TAT ENTERPRISES, LLC

STATE OF OREGON)
) ss
 COUNTY OF COOS)

THIS IS TO CERTIFY THAT R. TODD GOERGEN PERSONALLY APPEARED BEFORE ME ON THIS 30th DAY OF November, 2015, WHO HAS ACKNOWLEDGED THAT HE HAS SIGNED THE ABOVE OWNER'S DECLARATION AS HIS VOLUNTARY ACT AND DEED.

Troy Rambo
 NOTARY SIGNATURE

Troy Rambo
 NOTARY PUBLIC - OREGON

COMMISSION NO. 476956

P 2015 #15
Cab c-657

A PORTION OF
RE-PLAT OF PARCEL 1 OF PARTITION 1994 #2
LOCATED IN THE NW1/4 OF THE SE1/4 AND THE SE1/4 OF THE SW1/4
OF SECTION 35, T.24S., R.13W., W.M., COOS COUNTY, OREGON

LEGEND

- ⊙ FD CORNER PER CS# 9826 UNLESS OTHERWISE NOTED
- SET 5/8" X 30" REBAR WITH A PLASTIC CAP MKD. "LS 2865"
- CALCULATED POSITION
- | RECORD BEARING / DISTANCE

CONTROL POINTS - LOCAL COORDINATES

CP1 - 2315.783 N 1785.263 E	P13 - 2053.128 2590.480
CP2 - 2011.685 1785.263	P16 - 2202.673 2126.292
CP3 - 2019.743 1772.914	P114 - 1096.911 1114.818
CP4 - 1649.052 1365.34	P115 - 1032.489 926.163
CP5 - 1176.017 1158.411	P116 - 840.447 826.535
CP6 - 1226.133 1399.528	P117 - 941.130 829.38
	P118 - 906.393 514.053
	POL - 864.657 N 483.712 E

PREPARED FOR:
TAT ENTERPRISES, LLC
P.O. BOX 97
COOS BAY, OR 97420

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

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Troy J. Rambo
OREGON
TROY J. RAMBO
7865
RENEWAL 12-31-16

CENTERLINE CURVE DATA OF
EXISTING 30 FT. EASEMENT

C#14 R - 310.00 Δ - 29°07'02" L - 106.72 T - 54.54 LC - 554°35'14"W 105.58	C#17 R - 105.00 Δ - 43°48'53" L - 60.20 T - 42.23 LC - N84°51'18"W 78.35
C#15 R - 100.00 Δ - 43°43'35" L - 78.32 T - 40.13 LC - S49°16'58"W 74.48	C#18 R - 90.00 Δ - 37°13'18" L - 58.47 T - 30.31 LC - S54°37'37"W 57.45
C#16 R - 75.00 Δ - 89°32'58" L - 12.33 T - 74.52 LC - S72°14'09"W 105.73	

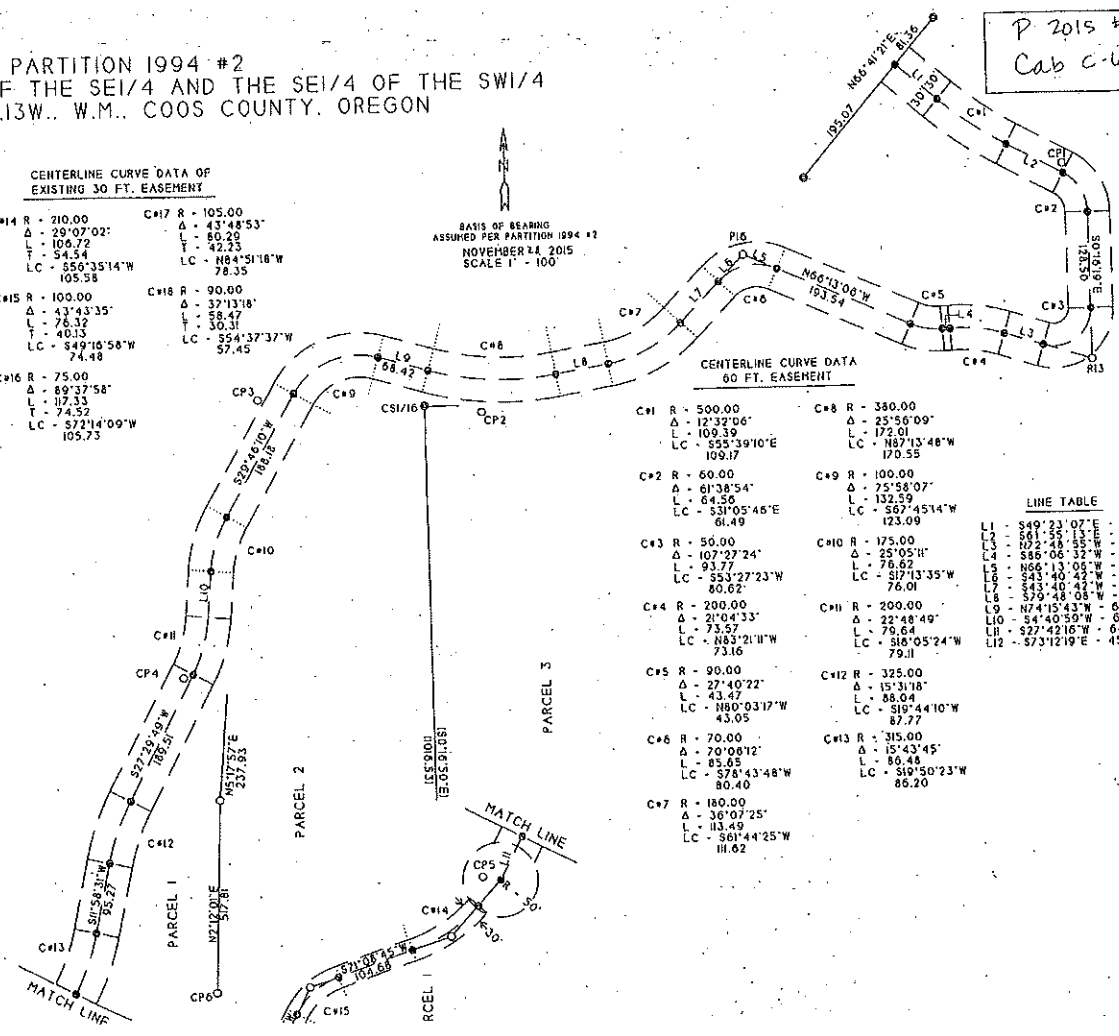
BASIS OF BEARING
ASSUMED PER PARTITION 1994 #2
NOVEMBER 14, 2015
SCALE 1" = 100'

CENTERLINE CURVE DATA
60 FT. EASEMENT

C#1 R - 500.00 Δ - 12°32'06" L - 109.39 LC - S55°39'10"E 109.17	C#8 R - 380.00 Δ - 25°56'09" L - 172.01 LC - N87°13'48"W 170.53
C#2 R - 60.00 Δ - 61°38'54" L - 64.36 LC - S31°05'46"E 61.49	C#9 R - 100.00 Δ - 25°58'07" L - 132.59 LC - S87°45'14"W 123.09
C#3 R - 50.00 Δ - 107°27'24" L - 93.77 LC - S53°27'23"W 80.62	C#10 R - 175.00 Δ - 25°05'11" L - 76.62 LC - S17°13'35"W 76.01
C#4 R - 200.00 Δ - 21°04'33" L - 73.57 LC - N83°21'11"W 73.16	C#11 R - 200.00 Δ - 22°48'49" L - 79.64 LC - S18°05'24"W 79.11
C#5 R - 90.00 Δ - 27°40'22" L - 43.47 LC - N80°03'17"W 43.05	C#12 R - 325.00 Δ - 15°31'18" L - 88.04 LC - S19°44'10"W 87.77
C#6 R - 70.00 Δ - 70°08'12" L - 85.05 LC - S78°43'48"W 80.40	C#13 R - 315.00 Δ - 15°43'45" L - 80.48 LC - S19°50'23"W 86.20
C#7 R - 180.00 Δ - 36°07'25" L - 113.49 LC - S61°44'25"W 113.62	

LINE TABLE

L1 - S49°23'07"E - 72.22
L2 - S61°55'13"E - 85.53
L3 - N72°46'55"W - 95.16
L4 - S86°06'32"W - 9.32
L5 - N66°13'06"W - 49.11
L6 - S43°40'42"W - 25.23
L7 - S45°40'42"W - 25.23
L8 - S79°48'08"W - 21.86
L9 - N74°15'43"W - 68.42
L10 - S4°40'50"W - 61.68
L11 - S27°42'16"E - 64.95
L12 - S73°12'19"E - 45.89



A PORTION OF
 RE-PLAT OF PARCEL 1 OF PARTITION 1994 #2
 LOCATED IN THE NW1/4 OF THE SE1/4 AND THE SE1/4 OF THE SW1/4
 OF SECTION 35, T.24S., R.13W., W.M., COOS COUNTY, OREGON

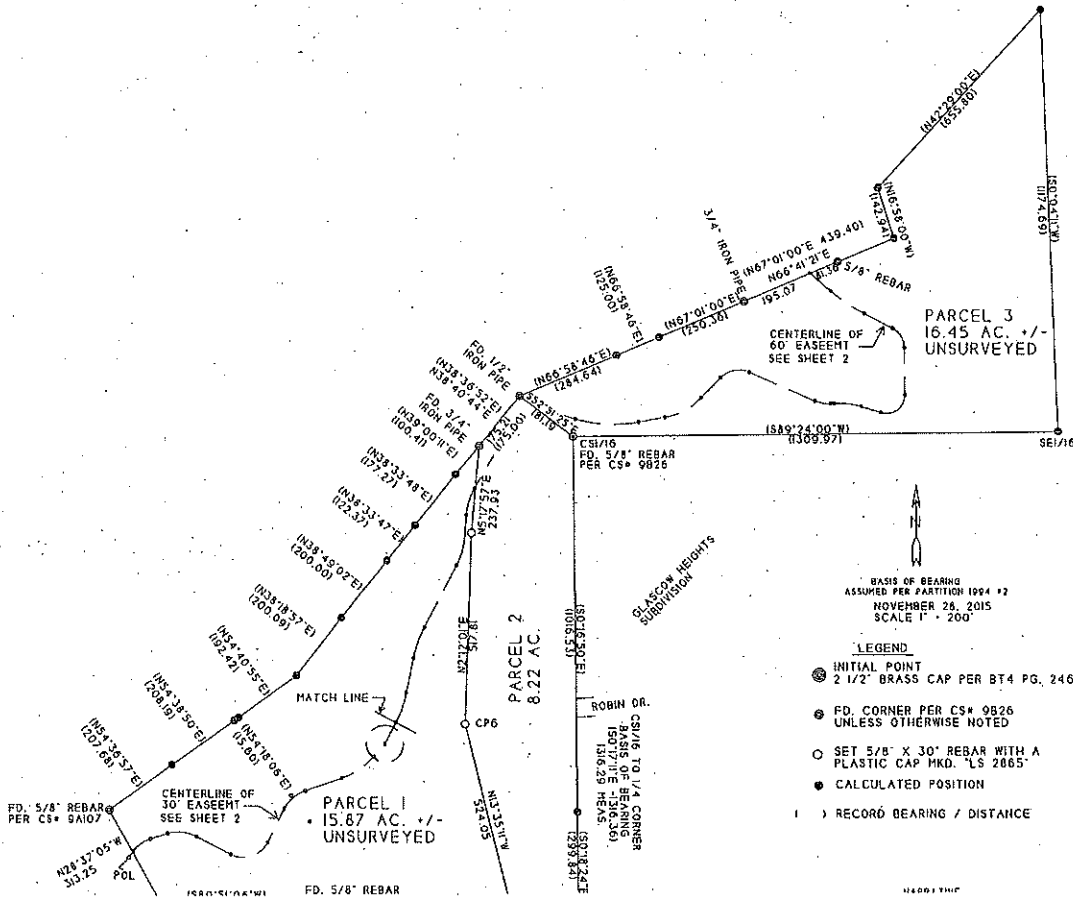
P 2015 #15
 CAB C-1087

PREPARED FOR:
 TAT ENTERPRISES, LLC
 P.O. BOX 97
 COOS BAY, OR 97420

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

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

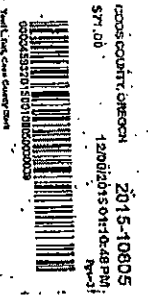
Troy Rambo
 OREGON
 2014-2019
 TROY J. RAMBO
 2865
 RENEWAL 12-31-16



PROPERTY SUBJECT TO

INST. NO. 01-04-0718 - 60' EASEMENT (ACCESS TO NORTH BAY RD.)
 INST. NO. 90-02-0867 - 25' EASEMENT (ACCESS TO NORTH BAY RD.)
 INST. NO. 94-01-0431 - PARTITION 1994 #2
 INST. NO. 204-274 - DEED OF TRUST
 INST. NO. 2015-497 - ROAD MAINTENANCE AGREEMENT
 INST. NO. 2015-508 - ROAD EASEMENT - EXISTING ROAD CENTERLINE
 INST. NO. 2015-04150 - PROPERTY LINE ADJUSTMENT DEED

A PORTION OF
 RE-PLAT OF A PARCEL 1 OF PARTITION 1994 #2
 LOCATED IN THE NW1/4 OF THE SE1/4 AND THE SE1/4 OF THE SW1/4
 OF SECTION 35, T.24S., R.13W., W.M., COOS COUNTY, OREGON



P 2015 # 15
 Cab C-1681

SURVEYOR'S CERTIFICATE:

I, TROY RAMBO, PROFESSIONAL LAND SURVEYOR OF OREGON #2365,
 STATE THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER
 MONUMENTS THE LAND REPRESENTED ON THIS PARTITION PLAT IN
 ACCORDANCE WITH ORS 92.0601 AND THE BOUNDARIES OF SAID PLAT
 ARE AS FOLLOWS:

ACCEPTED BY PARTITION 1994 #2 - PARCEL 1 OF THE SE1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 35, T.24S., R.13W., W.M., COOS COUNTY, OREGON

COUNTY SURVEYOR'S CERTIFICATE:

HEREBY CERTIFY THAT THIS PLAT COMPLES WITH THE REQUIREMENTS
 FOR EFFICIENCY AND COMPLETENESS PURSUANT TO ARTICLE 81 AND THAT
 ALL MONUMENTS HAVE BEEN SET PURSUANT TO THIS ORDINANCE
 SIGNED THIS 7th DAY OF DECEMBER, 2015.

MICHAEL L. DAVIS
 COUNTY SURVEYOR

Michael Davis

COUNTY ASSESSOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL TAXES AND ALL
 SPECIAL ASSESSMENTS AND CHARGES REQUIRED
 BY THE COOS COUNTY ASSESSOR UPON THE TAX ROLL WHICH HAVE BECOME
 A LIEN UPON THE PARCEL HAVE BEEN PAID OR WHICH WILL
 BECOME A LIEN DURING THE TAX YEAR HAVE BEEN PAID.
 SIGNED THIS 9th DAY OF DECEMBER, 2015.

For STEVE JANSEN
 COUNTY ASSESSOR

Denise Howell
 Chief Deputy Assessor

COUNTY CLERK'S CERTIFICATE:

I, TERRI TURK, COUNTY CLERK OF COOS COUNTY, OREGON, HEREBY CERTIFY
 THAT THIS LAND PARTITION PLAT WAS RECORDED INTO THE COOS COUNTY
 RECORDS IN

MICROFILM NO. 2015-10805 CABINET C PAGE 1681

RECORD OF PLATS, THIS 8th DAY OF DECEMBER 2015.

TERRI TURK
 COUNTY CLERK
 COOS COUNTY, OREGON
By: Shannon Bellon, Chief Deputy Clerk

PLANNING DIRECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SHOWN PLAT IS IN CONFORMANCE WITH APPLICABLE
 COOS COUNTY ZONING AND LAND DEVELOPMENT ORDINANCES.

JILL ROLFE
Jill Rolfe
 DATE 12/15

STATEMENT OF SEWAGE DISPOSAL SYSTEMS:

NO SEWAGE DISPOSAL FACILITY WILL BE PROVIDED TO ANY PURCHASER OF ANY
 PARCEL DEPICTED ON THE ATTACHED PLAT

STATEMENT OF WATER AVAILABILITY:

NO DOMESTIC WATER SUPPLY FACILITY WILL BE PROVIDED TO ANY PURCHASER OF ANY
 PARCEL DEPICTED ON THE ATTACHED PLAT

PREPARED FOR:
 YAT ENTERPRISES, LLC
 P.O. BOX 97
 COOS BAY, OR 97420

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

OWNER'S DECLARATION:

KNOW ALL MEN BY THESE PRESENT THAT YAT ENTERPRISES, LLC IS THE OWNER OF RECORD,
 RECORD OF THE LAND HEREON SHOWN AND REPRESENTED ON THE ATTACHED PLAT
 AND HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO PARCELS
 AS HEREON SHOWN IN ACCORDANCE WITH O.R.S. CHAPTER 92 AND AS A
 CONDITION OF APPROVAL OF THIS PLAT:

I, THE UNDERSIGNED HEREBY AGREE THAT HE WILL HOLD COOS COUNTY
 HARMLESS FROM AND INDEMNIFY THE COUNTY FOR ANY LIABILITY FOR ANY
 DAMAGE WHICH MAY OCCUR TO THE UNDERSIGNED OR HIS PROPERTY OR
 TO ANY OTHER PERSONS OR PROPERTY WHATSOEVER AS A RESULT OF THE
 UNDERSIGNED'S FAILURE TO BUILD, IMPROVE OR MAINTAIN ROADS IN THIS BACK ROAD,
 LAND DIVISION, 21 HEREBY CREATES A PRIVATE 60 FT. EASEMENT, 60 FT. BACK ROAD,
 FOR EGRESS, EGRESS AND UTILITIES, AS SHOWN ON THE ATTACHED PLAT FOR
 THE CURRENT AND ANY FUTURE OF PARCELS 1, 2 AND 3. SAID EASEMENT TO BE MAINTAINED
 BY THE ALL OWNER'S OF PARCELS 1, 2 AND 3. SAID EASEMENT OF THE SUBJECT PROPERTY
 HEREBY AGREES, TO HAVE THE CENTERLINE ON PARCELS 1, 2 AND 3, THE BACK ROAD MONUMENTED ONCE
 ALL OF THE ROAD CONSTRUCTION AND PAVING IS COMPLETED.

OWNER:

YAT ENTERPRISES, LLC
 P.O. BOX 97
 COOS BAY, OR 97420

Shannon Bellon
 R. TODD GOERGEN, MANAGING MEMBER
 OF YAT ENTERPRISES, LLC

STATE OF OREGON }
 COUNTY OF COOS }

THIS IS TO CERTIFY THAT R. TODD GOERGEN, PERSONALLY APPEARED
 BEFORE ME ON THIS 30th DAY OF November, 2015, WHO HAS
 A KNOWN RESIDENCE AT _____, COOS COUNTY, OREGON, HAS
 HIS VOLUNTARY ACT AND DEED.

Troy Rambo
 NOTARY SIGNATURE

Troy Rambo
 NOTARY PUBLIC - OREGON

COMMISSION NO. 476956

MY COMMISSION EXPIRES APRIL 25, 2017

A PORTION OF
 RE-PLAT OF PARCEL 1 OF PARTITION 1994 #2
 LOCATED IN THE NW1/4 OF THE SE1/4 AND THE SE1/4 OF THE SW1/4
 OF SECTION 35, T.24S., R.13W., W.M. COOS COUNTY, OREGON

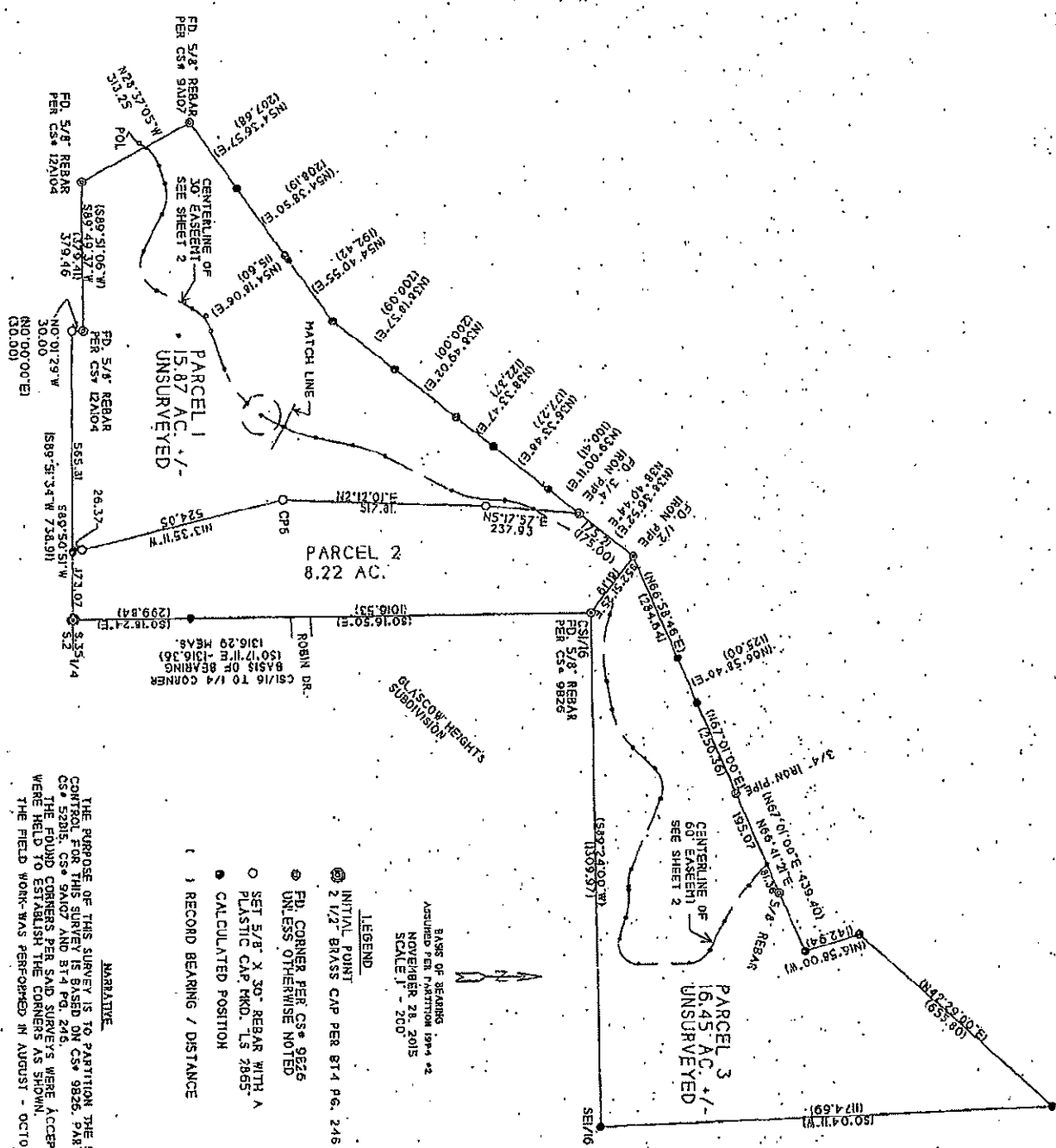
P 2015 #15
 CAB C-1687

PREPARED FOR:
 TAT ENTERPRISES, LLC
 P.O. BOX 97
 COOS BAY, OR 97420

SURVEY BY:
 PAUL KINS & RAMBO, LLC
 P.O. BOX 809
 NORTH BEND, OR 97459

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 PAUL KINS
 1001 N. 11th St
 T80 2885
 NORTH BEND, OR 97459
 LICENSE NO. 12-3148

PROPERTY SUBJECT TO:
 INST. NO. 81-04-0718 - 60' EASEMENT (ACCESS TO NORTH BAY RD.)
 INST. NO. 90-02-0667 - 25' EASEMENT (ACCESS TO NORTH BAY RD.)
 INST. NO. 04-01-0431 - PARTITION 1994 #2
 INST. NO. 2014-274 - DEED OF TRUST
 INST. NO. 2015-497 - ROAD MAINTENANCE AGREEMENT
 INST. NO. 2015-508 - ROAD EASEMENT - EXISTING ROAD CENTERLINE
 INST. NO. 2015-00496 - PROPERTY LINE ADJUSTMENT DEED



- LEGEND
- ⊙ INITIAL POINT
 - ⊙ 2 1/2" BRASS CAP PER 81.4 PG. 246
 - ⊙ FB CORNER PER CS# 9826 UNLESS OTHERWISE NOTED
 - SET 5/8" X 30" REBAR WITH A PLASTIC CAP, MKD. LS 2865
 - CALCULATED POSITION
 - () RECORD BEARING / DISTANCE

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PARTITION THE SUBJECT PROPERTY AS SHOWN. CONTROL FOR THIS SURVEY IS BASED ON CS# 9826, PARTITION 1994 #2, CS# 12A104. CS# 52915, CS# 5A107 AND B14 PG. 246. THE FOUND CORNERS PER SAID SURVEYS WERE ACCEPTED IN THIS SURVEY AND WERE HELD TO ESTABLISH THE CORNERS AS SHOWN. THE FIELD WORK WAS PERFORMED IN AUGUST - OCTOBER 2015 BY MYSELF.

A Portion of
 RE-PLAT OF PARCEL 1 OF PARTITION 1994 #2
 LOCATED IN THE NW1/4 OF THE SE1/4 AND THE SE1/4 OF THE SW1/4
 OF SECTION 35, T.24S., R.13W., W.M. COOS COUNTY, OREGON

- LEGEND**
- ⊙ FD CORNER PER CSA 9826 UNLESS OTHERWISE NOTED
 - SET 5/8" X 3/8" REBAR WITH A PLASTIC CAP HND. L.S. 2865
 - CALCULATED POSITION
 - 1 RECORD BEARING / DISTANCE

CONTROL POINTS - LOCAL COORDINATES

CP1 - 2315.783 N	P13 - 2053.128
CP2 - 2358.704 E	P15 - 2202.673
CP3 - 2919.243	P14 - 1099.911
CP4 - 1849.052	P15 - 1033.489
CP5 - 1176.017	P16 - 840.447
CP6 - 1326.133	P17 - 941.130
	P18 - 906.393
	P19 - 864.657 N
	P20 - 483.912 E

PREPARED FOR:
 TAT ENTERPRISES, LLC
 P.O. BOX 37
 COOS BAY, OR 97420

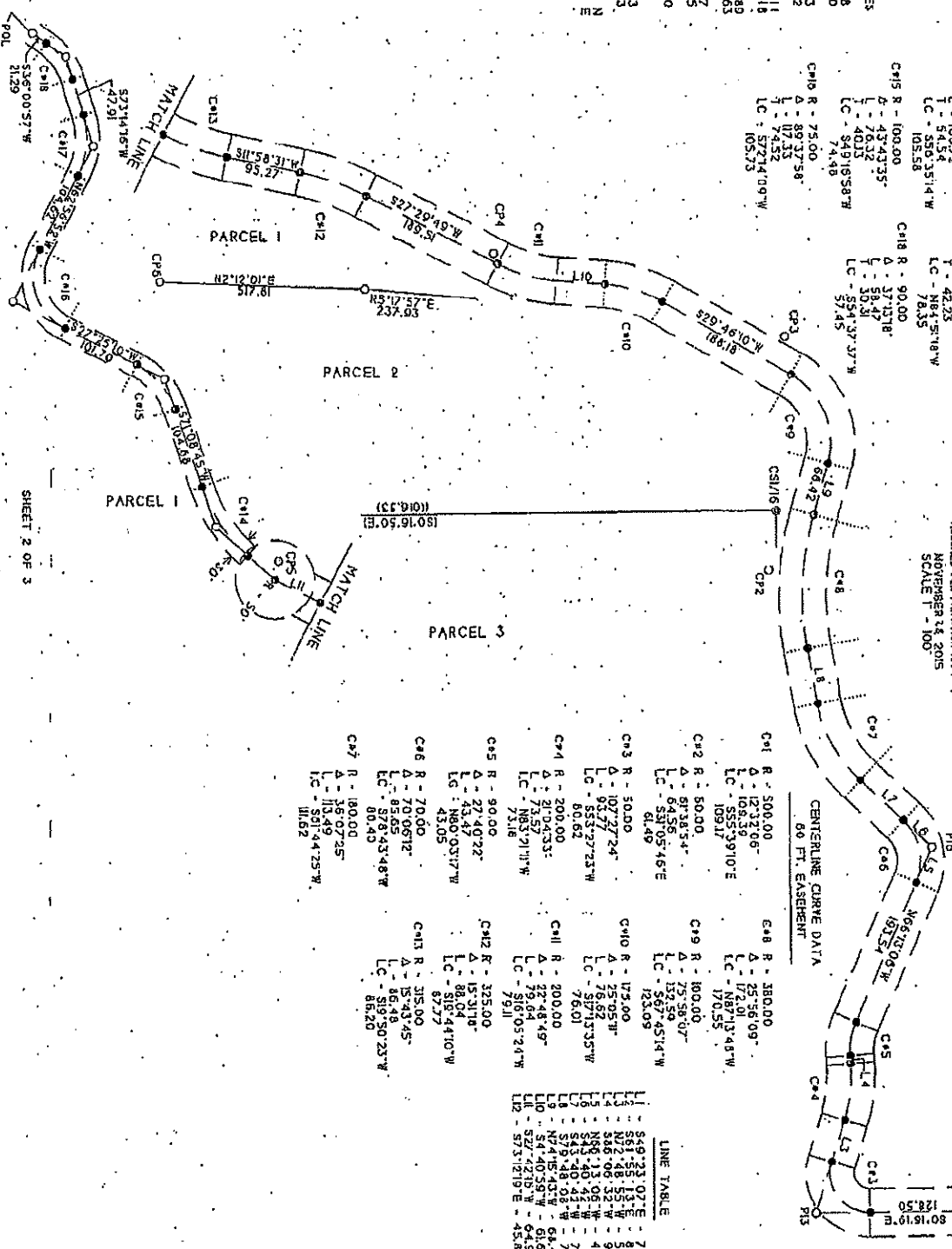
SURVEY BY:
 MULKINS & RAHMO, LLC
 P.O. BOX 809
 NORTH BEND, OR 97459

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 TROY KAMBO
 TROT 2265
 EXPIRES 12-31-15

CENTERLINE CURVE DATA OF EXISTING 30 FT. EASEMENT

C#14 R - 210.00	C#7 R - 105.00
A - 29°07'07"	A - 43°10'55"
L - 106.72	L - 52.35
LC - 543.24	LC - 264.57
LC - 529.35	LC - 264.57
LC - 103.38	LC - 78.35
C#15 R - 100.00	C#18 R - 90.00
A - 43°43'35"	A - 37°42'18"
L - 70.32	L - 30.31
LC - 549.19	LC - 554.37
LC - 74.49	LC - 57.45

BASES OF BEARING
 ASSUMED FOR PARTITION 1994 #2
 NOVEMBER 14, 2015
 SCALE 1" = 100'



CENTERLINE CURVE DATA 60 FT. EASEMENT

C#1 R - 500.00	C#8 R - 380.00
A - 12°32'06"	A - 25°56'09"
L - 109.39	L - 172.91
LC - 553.27	LC - 187.34
LC - 109.17	LC - 170.55
C#2 R - 50.00	C#9 R - 180.00
A - 91°38'54"	A - 75°58'07"
L - 64.56	L - 132.59
LC - 531.05	LC - 567.45
LC - 61.49	LC - 123.09
C#3 R - 50.00	C#10 R - 175.00
A - 107°27'24"	A - 75°05'18"
L - 93.77	L - 76.62
LC - 553.27	LC - 517.33
LC - 80.62	LC - 76.01
C#4 R - 200.00	C#11 R - 200.00
A - 21°04'33"	A - 27°48'49"
L - 73.57	L - 79.64
LC - 183.71	LC - 516.05
LC - 73.16	LC - 79.11
C#5 R - 90.00	C#12 R - 325.00
A - 27°40'22"	A - 15°31'18"
L - 43.47	L - 88.04
LC - 180.03	LC - 819.41
LC - 43.05	LC - 87.77
C#6 R - 70.00	C#13 R - 315.00
A - 70°06'12"	A - 15°43'45"
L - 85.65	L - 86.48
LC - 578.43	LC - 519.50
LC - 80.43	LC - 85.20
C#7 R - 180.00	
A - 16°02'35"	
L - 110.49	
LC - 501.44	
LC - 116.62	

LINE TABLE

L1 - 549.31	0.77 E	72.23
L2 - 561.55	1.33 E	95.43
L3 - 527.48	3.22 W	9.32
L4 - 548.08	0.22 W	4.91
L5 - 543.48	4.92 W	71.86
L6 - 543.40	4.11 W	71.86
L7 - 579.48	0.88 W	64.42
L8 - 574.15	4.51 W	64.42
L9 - 571.40	3.51 W	64.95
L10 - 571.40	3.51 W	64.95
L11 - 571.40	3.51 W	64.95
L12 - 571.40	3.51 W	64.95
L13 - 571.40	3.51 W	64.95
L14 - 571.40	3.51 W	64.95
L15 - 571.40	3.51 W	64.95
L16 - 571.40	3.51 W	64.95
L17 - 571.40	3.51 W	64.95
L18 - 571.40	3.51 W	64.95
L19 - 571.40	3.51 W	64.95
L20 - 571.40	3.51 W	64.95

P 2015 #15
 Curb C-687

RE-PLAT OF PARCEL 1 OF PARTITION 2015 #15
 LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 35,
 T.24S., R.13W., W.M., COOS COUNTY, OREGON

P 2016 # 10
 Cab C-702

PREPARED FOR:
 TAT ENTERPRISES, LLC
 P.O. BOX 97
 COOS BAY, OR 97420

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

REGISTERED PROFESSIONAL LAND SURVEYOR
 Troy J. Rambo
 OREGON
 TROY J. RAMBO
 2865
 RENEWAL 12-31-16

COOS COUNTY, OREGON 2016-11101
 \$88.00 12/18/2016 04:13:41 PM

BASIS OF BEARING
 BASED ON CONTROL POINTS
 ESTABLISHED IN P 2015 #15
 DECEMBER 1, 2016
 SCALE 1" = 100'

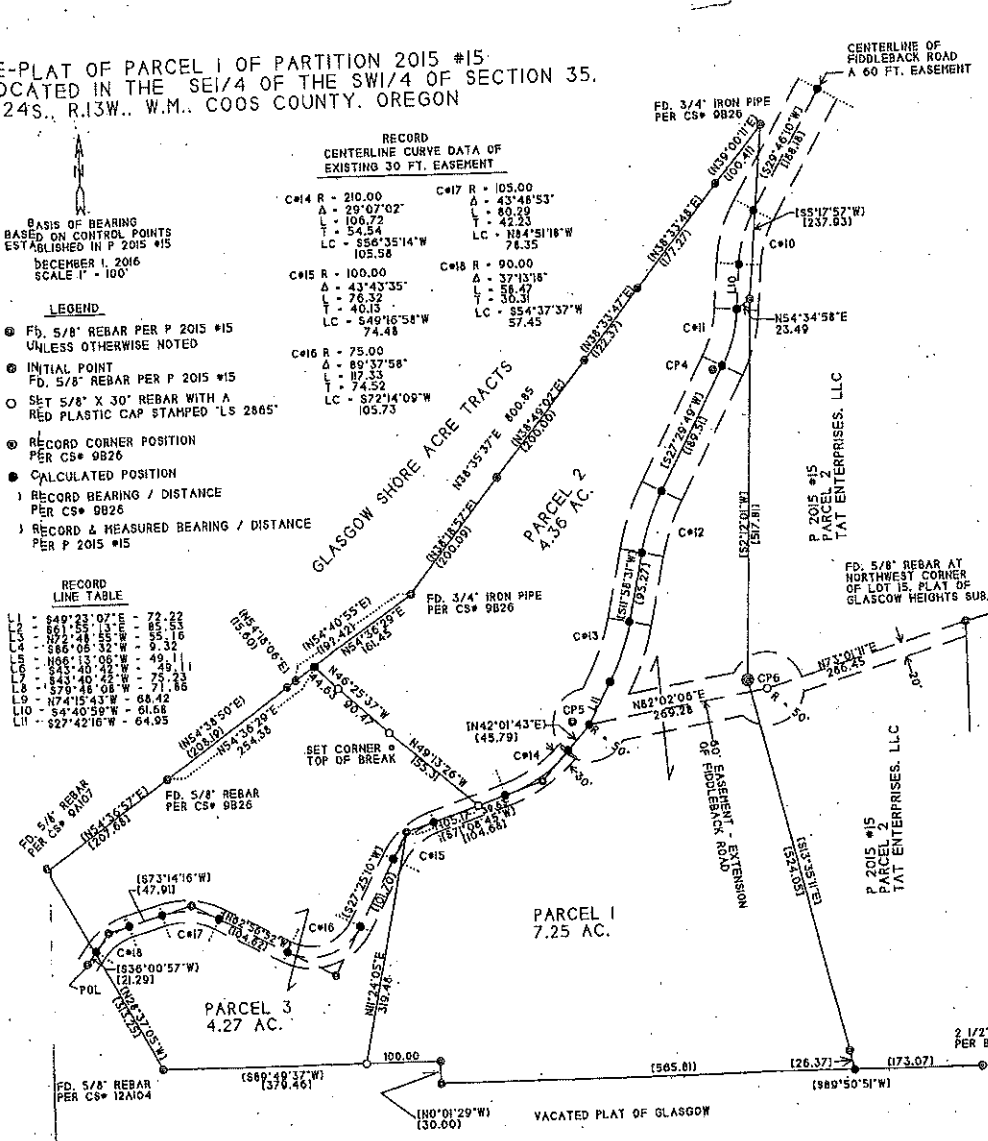
RECORD
 CENTERLINE CURVE DATA OF
 EXISTING 30 FT. EASEMENT

C#14 R = 210.00 Δ = 29°07'02" L = 109.72 LC = 584°35'14"W 74.35	C#17 R = 105.00 Δ = 43°48'53" L = 80.39 LC = 42.31 LC = N84°51'18"W 74.35
C#15 R = 100.00 Δ = 43°43'35" L = 76.32 LC = 549°16'58"W 74.48	C#18 R = 90.00 Δ = 37°13'18" L = 58.47 LC = 30.31 LC = S54°37'37"W 57.45
C#16 R = 75.00 Δ = 89°37'58" L = 17.33 LC = 74.52 LC = S72°14'09"W 105.73	

- LEGEND**
- FD. 5/8" REBAR PER P 2015 #15 UNLESS OTHERWISE NOTED
 - INITIAL POINT
 - FD. 5/8" REBAR PER P 2015 #15
 - SET 5/8" X 30" REBAR WITH A RED PLASTIC CAP STAMPED 'LS 2865'
 - RECORD CORNER POSITION PER CS# 9B26
 - CALCULATED POSITION
 - 1) RECORD BEARING / DISTANCE PER CS# 9B26
 - 2) RECORD & MEASURED BEARING / DISTANCE PER P 2015 #15

RECORD
 LINE TABLE

LI	= 649°23'07"E	= 72.22
LC	= 861°58'15"E	= 35.22
L2	= 192°45'15"W	= 35.10
L3	= 565°05'32"W	= 9.32
L4	= 186°13'09"W	= 49.11
L5	= 343°40'42"W	= 75.18
L6	= 379°48'08"W	= 71.88
L7	= N74°15'43"W	= 68.42
L10	= S4°40'58"W	= 61.66
L11	= S27°42'16"W	= 64.93



RECORD
 CENTERLINE CURVE DATA
 60 FT. EASEMENT

C#10 R = 175.00 Δ = 25°05'11" L = 76.52 LC = S17°13'35"W 75.01	C#11 R = 200.00 Δ = 22°48'46" L = 79.84 LC = S10°05'24"W 79.81
C#12 R = 325.00 Δ = 15°31'18" L = 58.04 LC = S19°44'10"W 87.77	C#13 R = 315.00 Δ = 15°43'45" L = 86.48 LC = S39°50'23"W 86.20

CONTROL POINTS - LOCAL COORDINATES

CP4	= 1649.052	P114	= 1096.911
	= 1365.34		= 1114.618
CP5	= 1176.017	P115	= 1032.489
	= 1158.411		= 926.163
CP6	= 1229.133	P116	= 840.447
	= 1399.528		= 826.535
		P117	= 941.130
			= 629.38
		P118	= 905.393
			= 514.053
		POL	= 864.657 N
			= 483.712 E

APPLICATION # P-16-001
 ZONE - R2-2

- PROPERTY SUBJECT TO
- INST. NO. 80-04-6226 - 60' EASEMENT (ACCESS TO NORTH BAY RD.)
 - INST. NO. 81-04-0718 - 60' EASEMENT (ACCESS TO NORTH BAY RD.)
 - INST. NO. 90-02-0867 - 25' EASEMENT (ACCESS TO NORTH BAY RD.)
 - INST. NO. 94-01-0431 - PARTITION 1994 #2
 - INST. NO. 2014-39 - EASEMENT AGREEMENT
 - INST. NO. 2014-274 - DEED OF TRUST
 - INST. NO. 2015-497 - ROAD MAINTENANCE AGREEMENT
 - INST. NO. 2015-506 - ROAD EASEMENT - EXISTING ROAD CENTERLINE
 - INST. NO. 2015-10605 - PARTITION 2015 #15

- NOTES
- WATER - COOS BAY/NORTH BEND WATER BOARD - NOT PROVIDED
 - SEWAGE DISPOSAL - INDIVIDUAL SYSTEMS - NOT PROVIDED
 - SETBACKS - 35 FT. FROM CENTERLINE OR 5 FT. FROM THE RIGHT OF WAY, WHICHEVER IS GREATER

RE-PLAT OF PARCEL 1 OF PARTITION 2015 #15
 LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 35.
 T.24S.. R.13W.. W.M.. COOS COUNTY, OREGON

P 2016 #10
 Cab C-702

SURVEYOR'S CERTIFICATE:

I, TROY RAMBO, PROFESSIONAL LAND SURVEYOR OF OREGON #2665, STATE THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THIS PARTITION PLAT IN ACCORDANCE WITH ORS 92.060(1) AND THE BOUNDARIES OF SAID PLAT ARE AS FOLLOWS:
 PARCEL 1 OF PARTITION 2015 #15

PREPARED FOR:
 TAT ENTERPRISES, LLC
 P.O. BOX 97
 COOS BAY, OR 97420



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

COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS FOR ACCURACY AND COMPLETENESS PURSUANT TO ARTICLE 6.1 AND THAT ALL MONUMENTS HAVE BEEN SET PURSUANT TO THIS ORDINANCE.
 SIGNED THIS 8TH DAY OF December, 2016.

MICHAEL L. DADO
 COUNTY SURVEYOR *[Signature]*

OWNER'S DECLARATION:

KNOW ALL MEN BY THESE PRESENT THAT TAT ENTERPRISES, LLC IS THE OWNER OF RECORD RECORD OF THE LAND HEREON SHOWN AND REPRESENTED ON THE ATTACHED PLAT AND HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO PARCELS AS HEREON SHOWN IN ACCORDANCE WITH O.R.S. CHAPTER 92 AND AS A CONDITION OF APPROVAL OF THIS PLAT:

1. THE UNDERSIGNED HEREBY AGREE THAT HE WILL HOLD COOS COUNTY HARMLESS FROM AND INDEMNIFY THE COUNTY FOR ANY LIABILITY FOR ANY DAMAGE WHICH MAY OCCUR TO THE UNDERSIGNED OR HIS PROPERTY OR TO ANY OTHER PERSONS OR PROPERTY WHATSOEVER AS A RESULT OF THE UNDERSIGNED'S FAILURE TO BUILD, IMPROVE OR MAINTAIN ROADS IN THIS PROPOSED LAND DIVISION. 2. I HEREBY CREATE A PRIVATE 60 FT. EASEMENT, EXTENSION OF FIDDLE BACK ROAD FOR INGRESS, EGRESS AND UTILITIES, AS SHOWN ON THE ATTACHED PLAT, FOR THE CURRENT AND ANY FUTURE OF PARCELS. SAID EASEMENT SHALL BE MAINTAINED BY THE ALL OWNER'S OF PARCELS 1, 2 AND 3. 3. THE OWNER OF THE SUBJECT PROPERTY HEREBY AGREES TO HAVE THE CENTERLINE ON FIDDLE BACK ROAD MONUMENTED ONCE ALL OF THE ROAD CONSTRUCTION AND PAVING IS COMPLETED.
3. I HEREBY CREATE A 20 FT. UTILITY EASEMENT ACROSS PARCEL 2 OF PARTITION #15.
4. I HEREBY RESTRICT PARCEL 2 FROM BEING DIVIDED IN THE FUTURE.

COUNTY ASSESSOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL AD VALOREM TAXES AND ALL SPECIAL ASSESSMENTS, FEES, OR OTHER CHARGES REQUIRED BY LAW TO BE PLACED UPON THE TAX ROLL WHICH HAVE BECOME A LIEN UPON THE PARCEL HAVE BEEN PAID ON WHICH WILL BECOME A LIEN DURING THE NEXT YEAR HAVE BEEN PAID.
 SIGNED THIS 8TH DAY OF December, 2016.

STEVE JANSEN
 COUNTY ASSESSOR *[Signature]*

OWNER:

TAT ENTERPRISES, LLC
 P.O. BOX 97
 COOS BAY, OR 97420

[Signature] 12/8/16
 R. TODD GOERGEN, MANAGING MEMBER DATE
 OF TAT ENTERPRISES, LLC

COUNTY CLERK'S CERTIFICATE:

I, TERRI TURI, COUNTY CLERK OF COOS COUNTY, OREGON HEREBY CERTIFY THAT THIS LAND PARTITION PLAT WAS RECORDED INTO THE COOS COUNTY RECORDS IN

MICROFILM NO. 2016-11101 CABINET C PAGE 702

RECORD OF PLATS, THIS 16TH DAY OF DECEMBER, 2016.

TERRI TURI
 COUNTY CLERK
 COOS COUNTY, OREGON *[Signature]* Chief Deputy

STATE OF OREGON } ss
 COUNTY OF COOS }

THIS IS TO CERTIFY THAT R. TODD GOERGEN PERSONALLY APPEARED BEFORE ME ON THIS 8TH DAY OF December, 2016, WHO HAS ACKNOWLEDGED THAT HE HAS SIGNED THE ABOVE OWNER'S DECLARATION AS HIS VOLUNTARY ACT AND DEED.

PLANNING DIRECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SHOWN PLAT IS IN CONFORMITY WITH APPLICABLE COOS COUNTY ZONING AND LAND DEVELOPMENT ORDINANCES.

JILL ROLFE *[Signature]* 12/16/16
 DATE

[Signature]
 NOTARY SIGNATURE

STATEMENT OF SEWAGE DISPOSAL SYSTEMS

NO SEWAGE DISPOSAL FACILITY WILL BE PROVIDED TO ANY PURCHASER OF ANY PARCEL DEPICTED ON THE ATTACHED PLAT

[Signature]
 NOTARY PUBLIC - OREGON

COMMISSION NO. 476956

STATEMENT OF WATER AVAILABILITY

NO DOMESTIC WATER SUPPLY FACILITY WILL BE PROVIDED TO ANY PURCHASER OF ANY PARCEL DEPICTED ON THE ATTACHED PLAT

MY COMMISSION EXPIRES April 25, 2017

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PARTITION THE SUBJECT PROPERTY AS SHOWN. CONTROL FOR THIS SURVEY IS BASED ON CS# 9826, PARTITION 1994 #2, BT4 PG. 246, CS# 12A104, CS# 9A107, BT4 PG. 246 AND PARTITION 2015 #15.
 THE FOUND CORNERS PER SAID SURVEYS WERE ACCEPTED IN THIS SURVEY AND WERE HELD TO ESTABLISH THE CORNERS AS SHOWN.
 THE FIELD WORK WAS PERFORMED IN NOVEMBER 2016 BY MYSELF.

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

5-Dec-2018

TAT ENTERPRISES, LLC
 PO BOX 97
 COOS BAY, OR 97420-0010

Tax Account #	99919427	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	1301
Situs Address		Interest To	Dec 15, 2018

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$276.54	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$269.15	Nov 15, 2017
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$545.69	

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2019

NOT OFFICIAL VALUE

December 5, 2018 6:49:31 am

Account # 99919427
 Map # 24S1335C003706
 Code - Tax # 1301-99919427

Tax Status ASSESSABLE
 Acct Status ACTIVE
 Subtype NORMAL

Legal Descr See Record

Mailing Name TAT ENTERPRISES, LLC

Deed Reference # See Record

Agent

Sales Date/Price See Record

In Care Of

Appraiser

Mailing Address PO BOX 97
 COOS BAY, OR 97420-0010

Prop Class 100 MA SA NH Unit
 RMV Class 100 01 07 RRL 50011-1

Situs Address(s) Situs City

Code Area		RMV	MAV	Value Summary AV	RMV Exception	CPR %
1301	Land	57,120			Land	0
	Impr.	0			Impr.	0
Code Area Total		57,120	28,850	28,850		0
Grand Total		57,120	28,850	28,850		0

Code Area	ID#	RFPD Ex	Plan Zone	Value Source	Land Breakdown			Land Class	LUC	Trended RMV
					TD%	LS	Size			
1301	10	<input checked="" type="checkbox"/>	RR-2	Market	100	A	4.27	MV	002	57,120
Grand Total							4.27			57,120

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

Code Area	Type	Exemptions/Special Assessments/Potential Liability						
1301		SPECIAL ASSESSMENT:						
		■ FIRE PATROL TIMBER	Amount	18.75	Acres	4.27	Year	2019
		NOTATION(S):						
		■ NEW ACCOUNT ADDED 2017 2/24/17 New Acct w/ 4.27 ac bare land from partition of TL3700. Prop Class to 100. MJS						

RECORDING REQUESTED BY:
GRANTOR:
Brenda G Robbins

COOS COUNTY, OREGON 2014-00273
\$56.00 01/14/2014 03:04:58 PM
Pgs=3

GRANTEE:
TAT Enterprises, LLC



Terri L. Turi, Coos County Clerk

SEND TAX STATEMENTS TO:
TAT Enterprises, LLC
P O BOX 97
COOS BAY, OR 97420

AFTER RECORDING RETURN TO:
TAT Enterprises, LLC
P O BOX 97
COOS BAY, OR 97420

AFTER RECORDING
RETURN TO
Ticor Title Company
300 West Anderson Ave. - Box 1075
Coos Bay, OR 97420-0233
9709

Escrow No: 360613009709-TTCC006

24S-13-35C TL3700 & 24S-13-35D TL101
Coos Bay, OR 97420

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Brenda G Robbins, Grantor, conveys and warrants to

TAT Enterprises, LLC, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

SEE LEGAL DESCRIPTION ATTACHED HERETO

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$600,000.00. (See ORS 93.030)

Subject to and excepting:

2013/14 taxes, covenants, conditions, restrictions, easements, rights of way, homeowners association assessments, if any, and matters now of record.

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

DATED this 10th day of January, 2014

Brenda G Robbins

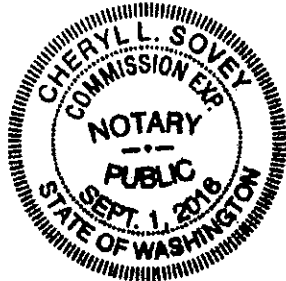
WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT (RCW 42.44.100)

State of Washington }
County of CLARK } ss.

I certify that I know or have satisfactory evidence that BRENDA G. ROBBINS
Name of Signer

is the person who appeared before me, and said
person acknowledged that he/she signed this
instrument and acknowledged it to be his/her
free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated: JANUARY 10, 2014
Month/Day/Year



Place Notary Seal and/or Stamp Above

Cheryl L. Sovey
Signature of Notarizing Officer
CHERYL L. SOVEY

NOTARY PUBLIC
Title (Such as "Notary Public")

STATE OF WASHINGTON
RESIDING AT: WASHOUGAL, WA.
My appointment expires 98671

SEPT. 1, 2016
Month/Day/Year of Appointment Expiration

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: STATUTORY WARRANTY DEED

Document Date: 1/10/2014 Number of Pages: _____

Signer(s) Other Than Named Above: N/A

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

LEGAL DESCRIPTION

Parcel I:

Parcel 1 of Final Partition Plat 1994 #02, CAB C/36, filed and recorded January 12, 1994 bearing Microfilm Reel No. 94-01-0431, Records Coos County, Oregon.

SAVE AND EXCEPT that property conveyed by Warranty Deed recorded November 14, 2005 bearing Microfilm Reel No. 2005-17306, Records Coos County, Oregon and re-recorded December 13, 2005 bearing Microfilm Reel No. 2005-18760, Records Coos County, Oregon.

ALSO SAVE AND EXCEPT that property conveyed by Property Line Adjustment Deed recorded August 17, 2010 as Instrument no. 2010-7497, records of Coos County, Oregon.

Parcel II:

Together with easement for ingress and egress as set forth in instrument recorded September 11, 1981 bearing Microfilm Reel No. 81-4-0718, Records Coos County, Oregon and together with easement for ingress and egress in instrument recorded February 15, 1990 bearing Microfilm Reel No. 90-02-0867, Records Coos County, Oregon.