



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

Official Use Only  
Fee \$ 700  
Receipt No. 206315  
Check No./Cash 1395  
Date 11/5/19  
Received By [Signature]  
File No. PLA-19-002

### 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): SMITH RIVER LAND CATTLE Telephone: 541-271-4940  
co.  
Address: 19678 LOWER SMITH RIVER ROAD  
City/State: REEDSPORT, OR Zip Code: 97467  
Lien Holder(s): NORTHWEST FARM CREDIT SERVICES  
Address: 2222 NW KLINE ST.  
City/State: ROSEBURG, OR Zip Code: 97471  
Township: 285 Section: 5  
Range: 13W Tax Lot: \_\_\_\_\_  
Tax Account: 900600 Zoning District: EFU  
Initial Lot Size: 20 ACRES Adjusted Lot Size: 58.30 AC.

**B. Property 2:**

Owner(s): SMITH RIVER LAND CATTLE Telephone: 541-271-4940  
co.  
Address: 19678 LOWER SMITH RIVER ROAD  
City/State: REEDSPORT, OR Zip Code: 97467  
Lien Holder(s): NORTHWEST FARM CREDIT SERVICES  
Address: 2222 NW KLINE ST.  
City/State: ROSEBURG, OR Zip Code: 97471  
Township: 285 Section: 5  
Range: 13W Tax Lot: \_\_\_\_\_  
Tax Account: 900600 Zoning District: EFU  
Initial Lot Size: 47.70 AC Adjusted Lot Size: 9.4 AC.

**C. Applicant:**

Name: MIKE MAST Telephone: 541-271-4940  
Address: 19678 Lower Smith River Rd.  
City/State: REEDSPORT, OR Zip Code: 97467

**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 RECONFIGURE THE 2 PROPERTIES

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**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.**

JM mm  
Property 1

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.

JM mm  
Property 2

JM mm  
Property 1

**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.

JM mm  
Property 2

JM mm  
Property 1

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.

JM mm  
Property 2

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

JM mm  
Property 1

JM mm  
Property 2

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.

JM mm  
Property 1

JM mm  
Property 2

*[Handwritten Signature]*

Applicant(s) Original Signature

Date

*Rachel Mast*

Applicant(s) Original Signature

*12-21-18*  
Date

*[Handwritten Signature]*

Applicant(s) Original Signature

*12-21-18*  
Date

Applicant(s) Original Signature

Date



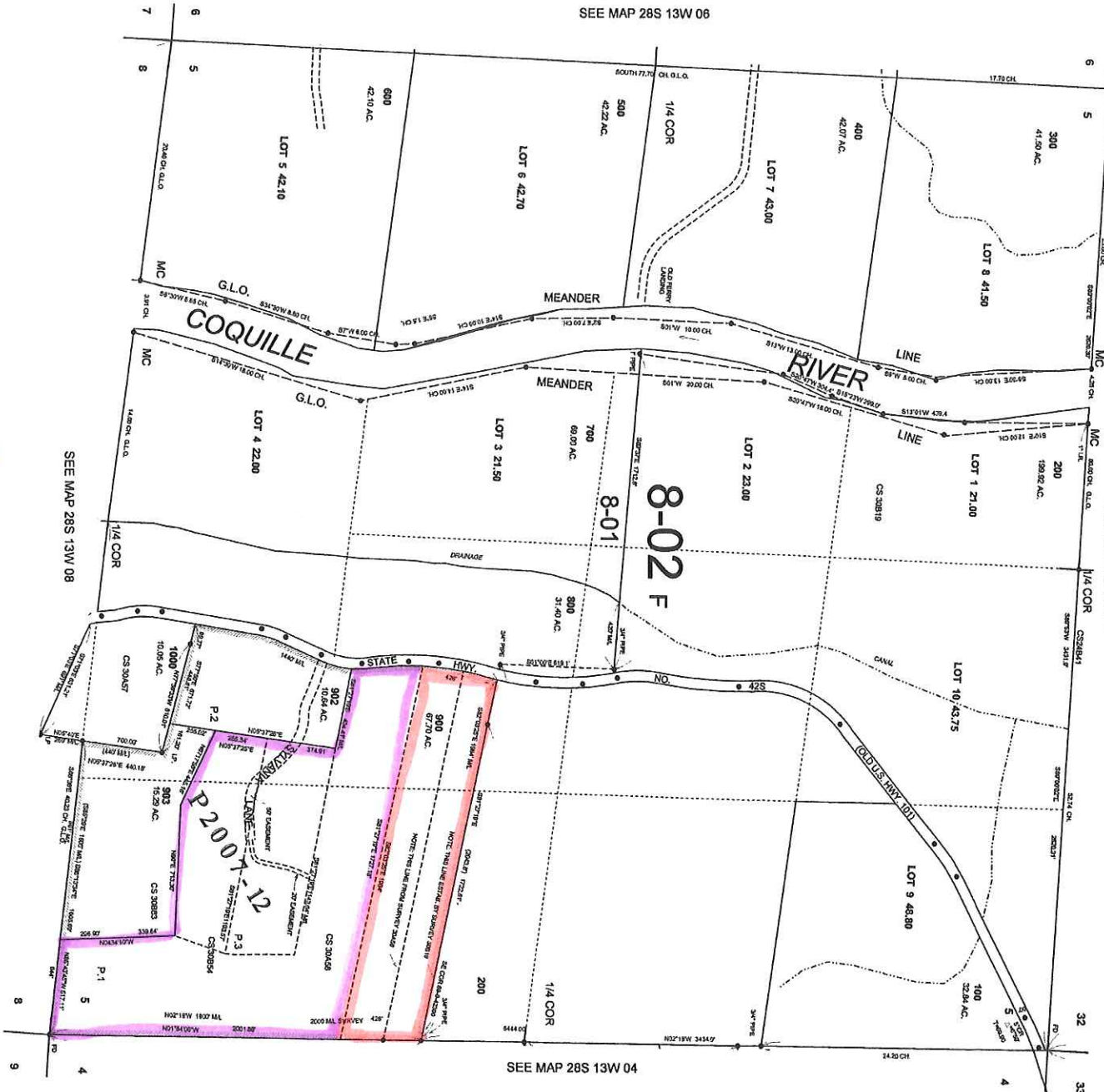
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SECTION 5 T28S R13W W.M.  
COOS COUNTY

1" = 400'

SEE MAP 27S 13W 32

28S 13W 05  
CANCELLED NO.  
1000M1  
900  
904  
905



SEE MAP 28S 13W 06

SEE MAP 28S 13W 08

SEE MAP 28S 13W 04

BEFORE ADJUSTMENT

07-23-2007  
28S 13W 05

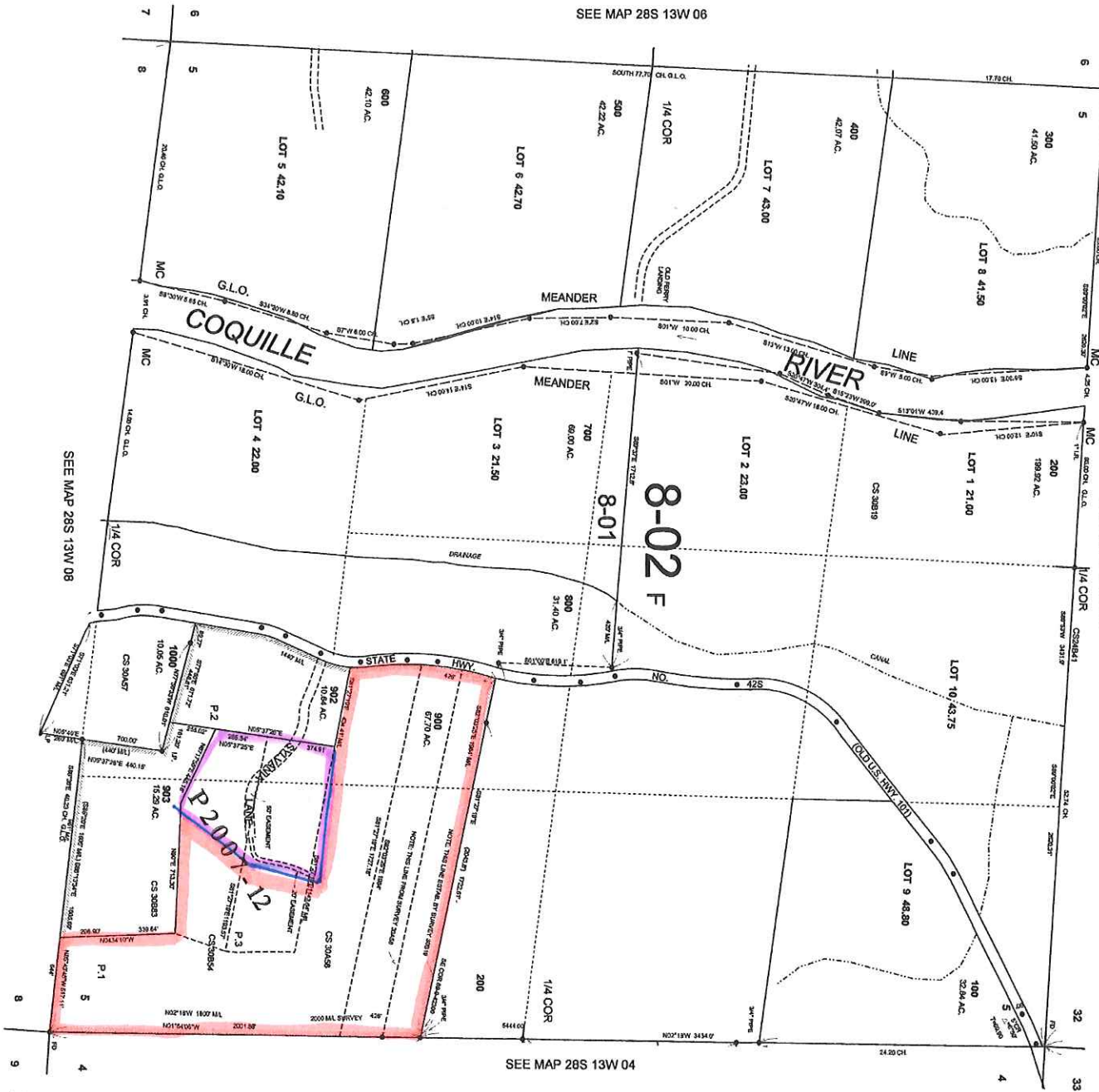
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SECTION 5 T28S R13W W.M.  
COOS COUNTY

1" = 400'

SEE MAP 27S 13W 32

28S 13W 05  
CANCELLED NO.  
1000M1  
900  
904  
905



AFTER ADJUSTMENT

07-23-2007

28S 13W 05

# The Oregon Map

New Directions



Copyright 2011 ORMAP. All rights reserved. Fri Jan 11 2019 07:19:22 AM.

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.:** 91771  
**Order No.:** 360618025982  
**Effective Date:** January 7, 2019 at 08:00 AM  
**Charge:** \$250.00

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

**THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.**

**Part One - Ownership and Property Description**

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

Smith River Land & Cattle Co., a general partnership

**Premises.** The Property is:

**(a) Street Address:**

91771 Sylvania Lane, Coquille, OR 97423

**(b) Legal Description:**

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

## **Part Two - Encumbrances**

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

### EXCEPTIONS

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

### SPECIFIC ITEMS AND EXCEPTIONS:

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

Granted to:	Pacific Power & Light Company
Purpose:	utilities
Recording Date:	November 14, 1979
Recording No:	79-5-3518
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  

Granted to:	Pacific Power & Light Company
Purpose:	utilities
Recording Date:	June 26, 1981
Recording No:	81-03-0903
10. 1984 Partition Plat  
Recording Date: August 6, 1984  
Recording No.: 84-4-0677
11. 2007 #12 Final Partition Plat

Recording Date: April 10, 2007, CAB C/539  
Recording No.: 2007-4562

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: 2007 #12 Final Partition Plat  
Purpose: Access and Maintenance  
Recording Date: April 10, 2007, CAB C/539  
Recording No.: 2007-4562

13. Road Maintenance Agreement, Septic Easement, Road Easement for Farm/Forest Practices Management Agreement, Restrictive Eastment, Driveway Maintenance Agreement, Driveway Easement Agreement

Executed by: Carlotte J. Mortenson and Paul W. Goettlich and Maureen D. Goettlich, Trustees of The Goettlich Revocable Trust, dated July 1, 2004  
Recording Date: November 12, 2008  
Recording No.: 2008-11463

Portions of the above document were terminated by Instrument  
Between: Paul Goettlich and Maureen Goettlich, Trustees, The Goettlich Revocable Trust; Michael Fuester; Thomas M. Fogarty and Anita Fogarty  
Recorded: April 4, 2011  
Recording No: 2011-2548

14. Reciprocal Easement Agreement

Executed by: Paul W. Goettlich and Maureen D. Goettlich, Trustees of the Goettlich Revocable Trust, dated July 1, 2004; Michael Fuester; Thomas M. Fogarty and Anita Fogarty  
Recording Date: April 4, 2011  
Recording No.: 2011-2549

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

Amount: \$750,000.00  
Dated: July 2, 2018  
Trustor/Grantor: Smith River Land & Cattle Co., a general partnership  
Trustee: Ticor Title Company of Oregon  
Beneficiary: Northwest Farm Credit Services, PCA, a corporation organized and existing under the laws of the United States  
Recording Date: July 6, 2018  
Recording No.: 2018-06526

16. The effect, if any, of Bargain and Sale Deed,

Recording Date: December 26, 2018  
Recording No.: 2018-12192

Ticor Title Company of Oregon  
Order No. 360618025982

**End of Reported Information**

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

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

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

**EXHIBIT "A"**  
Legal Description

Beginning at the Southeast corner of Section 5, Township 28 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, which is marked by an iron pipe with a brass cap; thence North 85° 43' 45" West for 517.11 feet along the South line of said Section 5; thence North 04° 34' 10" West for 296.90 feet; thence North 04° 34' 10" West for 339.64 feet; thence South 90° 00' 00" West for 713.30 feet; thence North 67° 17' 55" West for 445.16 feet; thence North 05° 37' 25" East for 285.34 feet; thence South 81° 27' 19" East for 1193.57 feet; thence North 01° 54' 06" West for 380.73 feet; thence North 81° 27' 19" West for 1143.64 feet; thence North 81° 27' 19" West for 434.41 feet; thence Northerly along the East right of way of Highway 242S for 746.67 feet, more or less; thence South 81° 27' 19" East for 252.65 feet; thence South 81° 27' 19" East for 1727.18 feet; thence South 01° 54' 06" East for 2001.88 feet to the True Point of Beginning.

Also the parcel of land depicted as Parcel 3, of Final Partition Plat 2007 #12, Recorded April 10, 2007, CAB C/539, as Microfilm No. 2007-4562, Records of 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

# COOS County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2019

NOT OFFICIAL VALUE

December 28, 2018 10:12:32 am

Account # 900600  
 Map # 28S1305000900  
 Code - Tax # 0802-900600

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Legal Descr See Record

Mailing Name SMITH RIVER LAND & CATTLE CO

Deed Reference # 2018-6525

Agent

Sales Date/Price 07-03-2018 / \$749,000.00

In Care Of

Appraiser DEANNA F. MOORE

Mailing Address 19678 LOWER SMITH RIVER RD  
 REEDSPORT, OR 97467-9766

Prop Class 661 MA SA NH Unit  
 RMV Class 600 05 22 RRL 16097-1

Situs Address(s)	Situs City
ID# 10 91771 SYLVANIA LN	COQUILLE

Value Summary						
Code Area		RMV	MAV	AV	RMV Exception	CPR %
0802	Land	16,588			Land	0
	Impr.	180,400			Impr.	0
<b>Code Area Total</b>		<b>196,988</b>	<b>144,150</b>	<b>157,663</b>		<b>0</b>
<b>Grand Total</b>		<b>196,988</b>	<b>144,150</b>	<b>157,663</b>		<b>0</b>

Land Breakdown											
Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV
0802	70	<input checked="" type="checkbox"/>		EFU	Forest Site	100	A	1.00	AVF	006*	3,182
0802					SITE AMENTIES	100					4,000
0802	80	<input checked="" type="checkbox"/>		EFU	Small Tract Forest land	100	A	4.00	STF-C	006*	564
0802	10	<input type="checkbox"/>		EFU	Small Tract Forest land	100	A	62.70	STF-C	006*	8,842
<b>Grand Total</b>								<b>67.70</b>			<b>16,588</b>

Improvement Breakdown										
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #	Trended RMV	
0802	1	1979	142	One story with basement-Class 4	100	1,928			151,240	
0802	2		303	General Purpose Building	100	840			15,930	
0802	3		319	GP SHED	100	320			8,420	
0802	4		319	GP SHED	100	320			4,810	
<b>Grand Total</b>						<b>3,408</b>			<b>180,400</b>	

Exemptions/Special Assessments/Potential Liability										
Code Area	Type									
0802	<b>SPECIAL ASSESSMENT:</b>									
	■ FIRE PATROL TIMBER	Amount	103.44	Acres	67.7	Year	2019			
	■ FIRE PATROL SRCHG	Amount	47.50			Year	2019			
	<b>NOTATION(S):</b>									
	■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST									
	■ FIRE PATROL ADDED 2014 AFFIDAVIT #20303 - #900690 COMBINED INTO #900600 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION									
	■ FOREST HOMESITE									
	■ REVIEW BY APPRAISER ADDED 2016 2016 Reappraisal									

Comments: PARTITION PLAT 2007-4562 PARCEL 1 NOW: POR PARCEL 1, PARCEL 3

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

28-Dec-2018

SMITH RIVER LAND & CATTLE CO  
 19678 LOWER SMITH RIVER RD  
 REEDSPORT, OR 97467-9766

Tax Account #	900600	Lender Name	IND - SMITH RIVER LAND & CATTLE CO.,
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0802
Situs Address	91771 SYLVANIA LN COQUILLE, OR 97423	Interest To	Jan 15, 2019

**Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,861.74	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,818.45	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,771.11	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,595.00	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,618.07	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$183.84	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$180.03	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$178.60	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$170.76	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$166.13	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$174.97	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$132.72	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$145.38	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$151.81	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$141.34	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$159.24	Nov 15, 2003
<b>Total</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$10,449.19	

**TAX NOTATION...**

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #900690 COMBINED INTO #900600 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

RECORDING REQUESTED BY:



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

COOS COUNTY, OREGON 2018-06525  
\$96.00 07/06/2018 09:38:00 AM  
DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=3

**GRANTOR'S NAME:**  
Paul W. Goettlich and Maureen D. Goettlich, Trustees of the  
Goettlich Revocable Trust, dated July 1, 2004

**GRANTEE'S NAME:**  
Smith River Land & Cattle Co.

**AFTER RECORDING RETURN TO:**  
Order No.: 360618023624-LS  
Smith River Land & Cattle Co., a general partnership  
19678 Lower Smith Rover Road  
Reedsport, OR 97467

**SEND TAX STATEMENTS TO:**  
Smith River Land & Cattle Co.  
19678 Lower Smith Rover Road  
Reedsport, OR 97467

Map: 28-13-5 TL900  
91771 Sylvania Lane, Coquille, OR 97423

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STATUTORY WARRANTY DEED**

Paul W. Goettlich and Maureen D. Goettlich, Trustees of the Goettlich Revocable Trust, dated July 1, 2004, Grantor, conveys and warrants to Smith River Land & Cattle Co., a general partnership, 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:

Beginning at the Southeast corner of Section 5, Township 28 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, which is marked by an iron pipe with a brass cap; thence North 85 ° 43' 45" West for 517.11 feet along the South line of said Section 5; thence North 04 ° 34' 10" West for 296.90 feet; thence North 04 ° 34' 10" West for 339.64 feet; thence South 90 ° 00' 00" West for 713.30 feet; thence North 67 ° 17' 55" West for 445.16 feet; thence North 05 ° 37' 25" East for 285.34 feet; thence South 81 ° 27' 19" East for 1193.57 feet; thence North 01 ° 54' 06" West for 380.73 feet; thence North 81 ° 27' 19" West for 1143.64 feet; thence North 81 ° 27' 19" West for 434.41 feet; thence Northerly along the East right of way of Highway 242S for 746.67 feet, more or less; thence South 81 ° 27' 19" East for 252.65 feet; thence South 81 ° 27' 19" East for 1727.18 feet; thence South 01 ° 54' 06" East for 2001.88 feet to the True Point of Beginning.

Also the parcel of land depicted as Parcel 3, of Final Partition Plat 2007 #12, Recorded April 10, 2007, CAB C/539, as Microfilm No. 2007-4562, Records of Coos County, Oregon.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS SEVEN HUNDRED FORTY-NINE THOUSAND AND NO/100 DOLLARS (\$749,000.00). (See ORS 93.030).

Subject to:

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

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

STATUTORY WARRANTY DEED  
(continued)

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

Dated: July 3, 2018

Goettlich Revocable Trust, dated July 1, 2004

BY: [Signature]  
Paul W. Goettlich  
Trustee

BY: [Signature]  
Maureen D. Goettlich  
Trustee

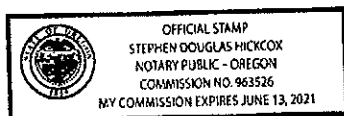
State of Oregon  
County of Multnomah

This instrument was acknowledged before me on July 3, 2018 by Paul W. Goettlich and Maureen D. Goettlich as, Trustees, for the Goettlich Revocable Trust, dated July 1, 2004.

[Signature]

Notary Public - State of Oregon

My Commission Expires: 6/13/2021



**EXHIBIT "A"**  
Exceptions

**Subject to:**

1. Property taxes in an undetermined amount, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2018/2019.
  
2. Tax Identification No.: 900600  
The Land has been classified as Forest, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
  
3. Rights of the public to any portion of the Land lying within the area commonly known as public streets, roads, alleys, highways..
  
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Pacific Power & Light Company  
Purpose: utilities  
Recording Date: November 14, 1979  
Recording No.: 79-5-3518
  
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Pacific Power & Light Company  
Purpose: utilities  
Recording Date: June 26, 1981  
Recording No.: 81-03-0903
  
6. 1984 Partition Plat  
Recording Date: August 6, 1984  
Recording No.: 84-4-0678
  
7. 2007 #12 Final Partition Plat  
Recording Date: April 10, 2007, CAB C/539  
Recording No.: 2007-4562
  
8. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;  
Reserved by: 2007 #12 Final Partition Plat  
Purpose: Access and Maintenance  
Recording Date: April 10, 2007, CAB C/539  
Recording No.: 2007-4562
  
9. Road Maintenance Agreement, Septic Easement, Road Easement for Farm/Forest Practices Management Agreement, Restrictive Eastment, Driveway Maintenance Agreement, Driveway Easement Agreement  
Executed by: Carlotte J. Mortenson and Paul W. Goettlich and Maureen D. Goettlich, Trustees of The Goettlich Revocable Trust, dated July 1, 2004  
Recording Date: November 12, 2008  
Recording No.: 2008-11463  
  
Portions of the above document were terminated by Instrument  
Between: Paul Goettlich and Maureen Goettlich, Trustees, The Goettlich Revocable Trust; Michael Fuester; Thomas M. Fogarty and Anita Fogarty  
Recorded: April 4, 2011  
Recording No: 2011-2548  
Affects: See document for further details
  
10. Reciprocal Easement Agreement  
Executed by: Paul W. Goettlich and Maureen D. Goettlich, Trustees of the Goettlich Revocable Trust, dated July 1, 2004; Michael Fuester; Thomas M. Fogarty and Anita Fogarty  
Recording Date: April 4, 2011  
Recording No.: 2011-2549

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SECTION 5 T28S R13W W.M.  
COOS COUNTY

28S 13W 05

CANCELLED NO.  
1000M1  
900  
904  
905

Township 28S Range 13W Section 05

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 28S 13W 08

07-23-2007  
28S 13W 05





File No. 105-2578  
ER/WO No. 31-710-105/10086

79 5 3518

RIGHT-OF-WAY EASEMENT  
(Individual)

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

The Southern Half of the Southeast Quarter of Section 5, Township 28 S, Range 13 W, W.4., for Coos County, State of Oregon, for the installation of an underground electrical circuit as more particularly shown on Exhibit "A" attached hereto and made a part hereof.

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

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

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

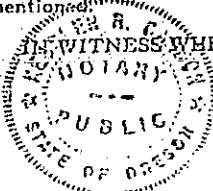
Dated this 14<sup>th</sup> day of November, 1979  
(SEAL) Peter C. Montenson (SEAL)  
(SEAL) Carlotta J. Montenson (SEAL)

STATE OF Oregon }  
County of Coos } ss.

On this 14<sup>th</sup> day of November, 1979, personally appeared before me a notary public in and for said State, the within named ~~Peter C. Montenson~~

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

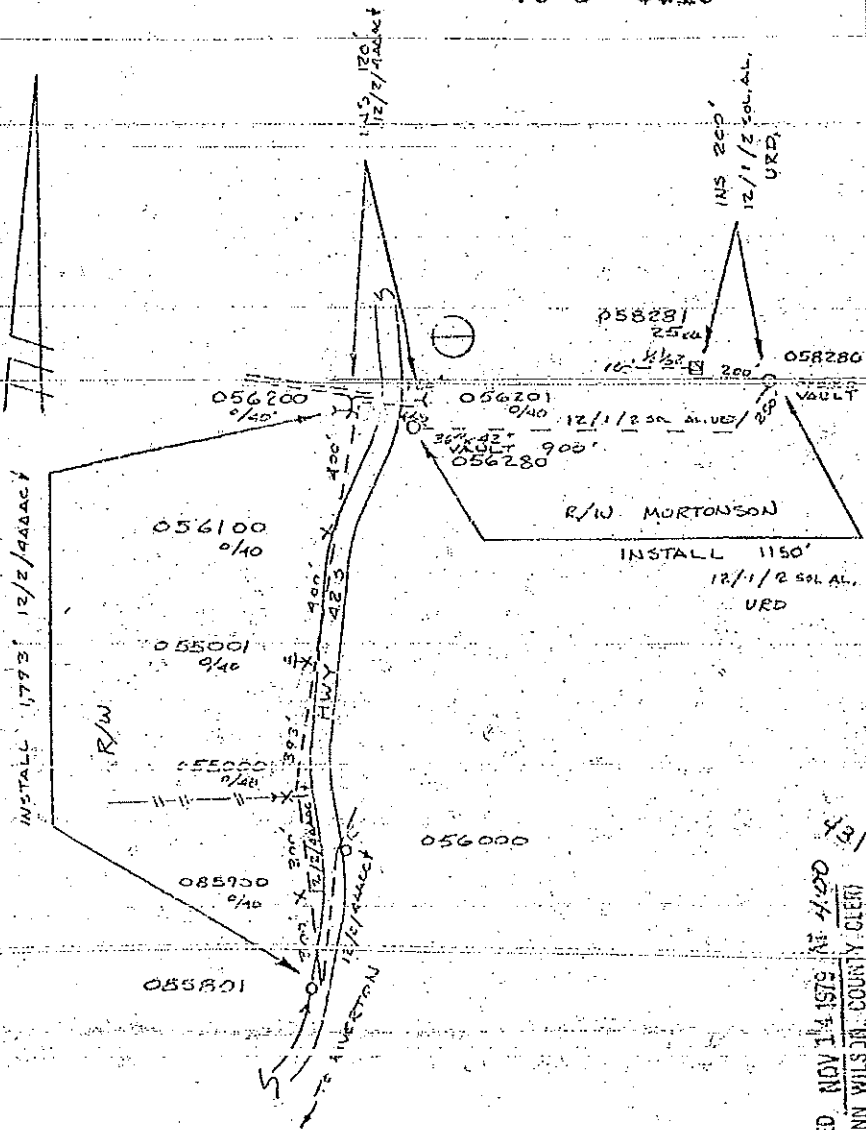
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.



*[Signature]*  
Notary Public for Oregon  
Residing at Coquille, Oregon  
My commission expires: My commission expires April 17, 1981.

EXHIBIT "A"

79 5 3519



RECORDED NOV 14 1979 AT 4:00  
MARY ANN WILSON, COUNTY CLERK

DISTRICT <u>COOS BAY</u>	
NAME <u>MORTONSON</u>	FILE NO. <u>106-2578</u>
LOCATION <u>HWY 423</u>	ER NO. <u>31-710-105</u>
MAP NO. <u>12-28-13-6</u>	W.O. <u>10086</u>
DRAWN <u>MLK 8-20 1978</u>	

PACIFIC POWER & LIGHT COMPANY

E R SKETCH

SCALE 1" = 900'

FORM 3703-474

2014

File No. 106-2901  
ER/NO No. 33-710-105  
11073

81-3 0903  
UNDERGROUND  
RIGHT-OF-WAY EASEMENT  
(Individual)

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

Located within the Southern Half of the Southeast Quarter of Section 5,  
Township 28 South, Range 13 W4, N7

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

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

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

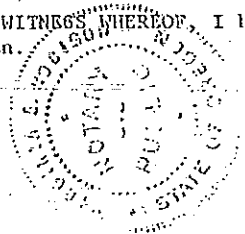
All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 23 day of April, 19 81.  
Peter C. Mortenson (SEAL) \_\_\_\_\_ (SEAL)  
Carlotta J. Mortenson (SEAL) \_\_\_\_\_ (SEAL)

STATE OF Oregon  
County of Coos

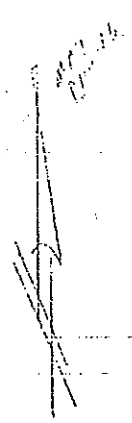
On this 23 day of April, 19 81, personally appeared before me a notary public in and for said State, the within named Peter C. Mortenson and Carlotta J. Mortenson to me known to be the identical person described therein and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

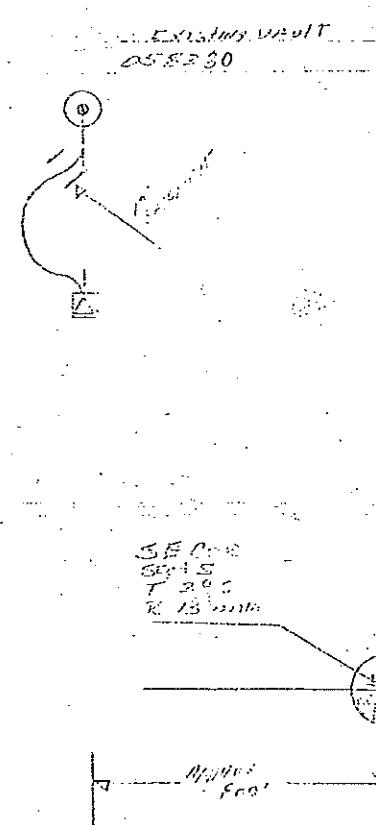


William E. Johnson  
Notary Public for Coos  
Residing at 1200 W. Main - Medford, Ore.  
My commission expires: 2/5/82

81 3 0904



Installed 8/2/42  
with permanent  
marker  
5.20'



Existing Vault  
058230

SE 1/4  
S 15  
T 20 S  
R 13 2016

RECORDED 106192 NOV AT 4: 41  
WILSON COUNTY DEPT

DISTRICT <i>Coos Bay Ore</i>	
NAME <i>W. J. ...</i>	FILE NO. <i>105 200</i>
LOCATION <i>W. J. ...</i>	ER NO. <i>31-210-45</i>
MAP NO. <i>13-20-B-C</i>	W.O. <i>11070</i>
DRAWN <i>10/25 5/11 1931</i>	

PACIFIC POWER & LIGHT COMPANY  
E R SKETCH  
SCALE *1" = 40'*  
FORM 2705-474

PREPARED BY:  
STUNTNER ENGR. & FORESTRY  
705 S. 4TH ST./PO BOX 118  
COOS BAY, OREGON 97420

OWNER:  
PETER C. & CARLOTTA J. WORTONSON  
8472 HWY 425  
COQUILLE, OREGON 97423

**FINAL PARTITION PLAT**  
LOCATED IN THE SOUTHEAST QUARTER OF SECTION  
5, TOWNSHIP 28 SOUTH, RANGE 13 WEST, W.M.,  
COOS COUNTY, OREGON  
(THIS LAND PARTITION WAS BASED ON A MEASURE 37 CLAIM WAIVER)

P 2007#12  
CAB C-539

**CASEFILES**  
INSTRUMENT #78-5-3518, PPAL  
INSTRUMENT #81-03-0903, PPAL  
WINDMILL PARTITION PLAT #66-8-0878

**LEGEND**  
● INITIAL POINT  
○ FOUND MONUMENT AS NOTED  
○ SET 5/8"X30" IRON ROD W/TYPE  
MCO "STUNTNER ENGR"  
( ) PER CS 30854

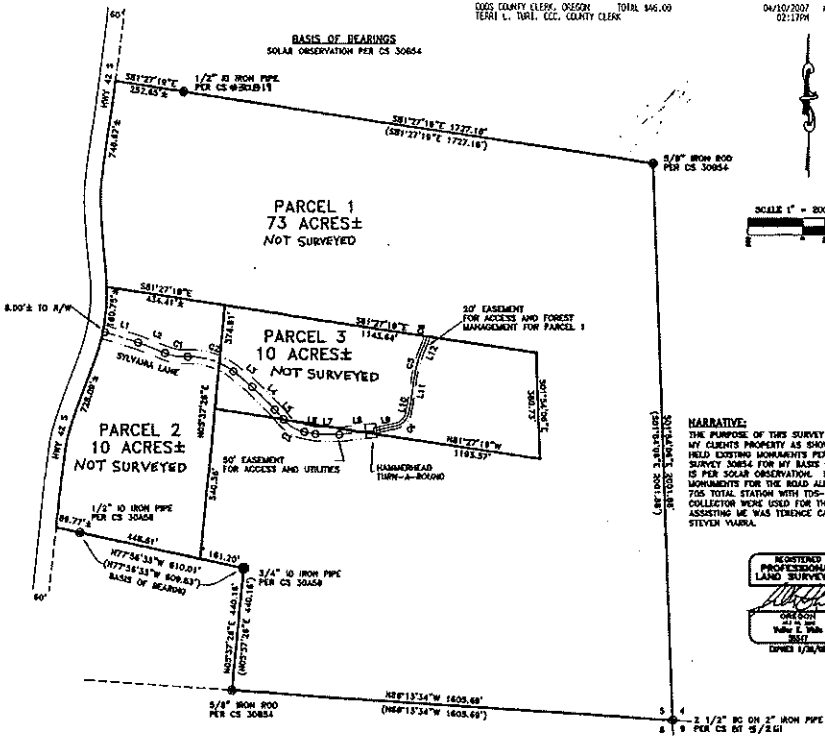
**RECORD SURVEY INFORMATION**  
CS 30456 BY HALEY, DATED 2/1972  
CS 30854 BY HOSHULL, DATED 2/1984

**DOMESTIC WATER SUPPLY**  
NO DOMESTIC WATER SUPPLY WILL BE  
PROVIDED TO THE PURCHASER OF ANY LOT  
ON PARCEL DEPICTED IN THE PROPOSED LAND  
DIVISION, EVEN THROUGH A DOMESTIC WATER  
SUPPLY MAY EXIST.

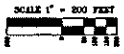
**SEWAGE DISPOSAL**  
NO SEWAGE DISPOSAL FACILITY WILL BE  
PROVIDED TO THE PURCHASER OF ANY LOT  
ON PARCEL DEPICTED IN THE PROPOSED LAND  
DIVISION.

LINE	LENGTH	BEARING
L1	127.72	S73°03'59"E
L2	155.13	S89°14'28"E
L3	87.09	S96°21'25"E
L4	115.11	S41°19'37"E
L5	48.24	S41°40'37"E
L6	41.88	S90°07'41"E
L7	88.21	S88°48'21"E
L8	137.74	N83°36'53"E
L9	71.46	N78°07'29"E
L10	58.90	N11°01'18"E
L11	75.53	N08°46'01"E
L12	30.45	N48°34'28"E

CURVE	LENGTH	RADIUS	DELTA	LONG CHORD
C1	84.87	180.68	26°56'39"	S81°10'20"E 84.18
C2	175.83	272.81	36°48'09"	S72°21'52"E 122.84
C3	88.49	131.71	36°27'36"	S58°32'12"E 88.78
C4	74.48	92.84	71°00'58"	N54°17'37"E 89.83
C5	117.03	485.55	1°23'14"	N18°31'58"E 116.78
C6	19.87	147.50	7°42'41"	N18°34'28"E 19.89



COOS COUNTY ELEV. 025524 TOTAL 146.00  
TERMI L. T. W. L. ECL. COUNTY CLERK  
04/10/2007 #2007-6562  
02:13PM 1 OF 2



**NARRATIVE:**  
THE PURPOSE OF THIS SURVEY WAS TO PARTITION  
MY CLIENT'S PROPERTY AS SHOWN. I FOUND AND  
FIELD EXISTING MONUMENTS PER COOS COUNTY  
SURVEY 30854 FOR MY BASES OF BEARING WHICH  
IS PER SOLAR OBSERVATION. I SET NEW  
MONUMENTS FOR THE ROAD ALIGNMENT. A LEICA  
705 TOTAL STATION WITH TOP-BANNER DATA  
COLLECTOR WERE USED FOR THIS SURVEY.  
ASSISTING ME WAS TERENCE CAMPBELL AND  
STEVEN VANDAL.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*[Signature]*  
OREGON  
Walter E. Wills  
2007  
DPW# 1/36/W

Sheet 1 of 2  
Job Name: PETER WORTONSON  
State: OREGON  
Job No.: 2007-12  
Scale: AS SHOWN  
Date: 04/10/2007  
Job Title: SURVEYOR  
Firm: STUNTNER ENGINEERING & FORESTRY, LLC





After recording return to:  
Paul W. Goettlich and Maureen D.  
Goettlich, Trustees of the Goettlich  
Revocable Trust dated July 1, 2004  
2754 Piedmont Avenue  
Berkley, CA 94705  
Until a change is requested all tax statements  
shall be sent to the following address:  
Same as above  
2754 Piedmont Avenue  
Berkley, CA 94705

File No.: 7132-1303281 (VRR)  
Date: October 30, 2008

THIS SPACE RESERVED FOR RECORDER'S USE

### STATUTORY WARRANTY DEED

**Carlotta J. Mortenson**, Grantor, conveys and warrants to **Paul W. Goettlich and Maureen D. Goettlich, Trustees of The Goettlich Revocable Trust, dated July 1, 2004**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

**Subject to:**

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.
2. Exhibit "B" attached hereto and made a part hereof by this reference.

The true consideration for this conveyance is **\$600,000.00**. (Here comply with requirements of ORS 93.030)





**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Coos, State of Oregon, described as follows:

**Beginning at the Southeast corner of Section 5, Township 28 South, Range 13 West, W.M., Coos County, Oregon, which is marked by an iron pipe with a brass cap, thence N 85 43' 45" W for 517.11 feet along the South line of said section 5; thence N 04 34' 10" W for 296.90 feet; thence N 04 34' 10" for 339.64 feet thence S 90 00' 00" W for 713.30 feet; thence N 67 17' 55" W for 445.16 feet; thence N 05 37' 25" E for 285.34 feet; thence S 81 27' 19" E for 1193.57 feet; thence N 01 54' 06" W for 380.73 feet; thence N 81 27' 19" W for 1143.64 feet; thence N 81 27' 19" W for 434.41 feet; thence Northerly along the East right-of-way of Highway 242S for 746.67 feet more or less; thence S 81 27' 19" E for 252.65 feet; thence S 81 27' 19" E for 1727.18 feet; thence S 01 54' 06" E for 2001.88 feet, to the True Point of Beginning.**

**Also the parcel of land depicted as Parcel 3, of Final Partition Plat 2007 #12, Recorded April 10, 2007 as Microfilm No. 2007-4562, Records of Coos County, Oregon.**

EXHIBIT "B"

Road Maintenance Agreement for Sylvania Lane

WHEREAS, Peter and Carlotta Mortenson, owners of Parcel #1 on Coos County survey record 30 B 83, and Maureen and Paul Goettlich, owners of Parcel #3 on survey 30 B 83, and Michael Fuester owner of Parcel #2 on survey 30 B 83, (hereinafter referred to collectively as "the Parties") do intend to provide for the joint and several maintenance of a road (hereinafter referred to as "the Road") to be shared and used equally by them and agree to the following terms and conditions:

**1. Description of Road.** The road to be maintained is known as Sylvania Lane, as identified on the Final Partition Plat P2007-12 Recorded as Microfilm No. 2007-4562 CAB c-539.

**2. Duties.** The Parties owning Parcel #1 and Parcel #3 shall be jointly and severally responsible for the maintenance of Sylvania Lane, including but not limited to the resurfacing, grading, removal or installation of culverts and drainage pipes, and removal of any obstructions of the road. Said maintenance shall include equal responsibility of the owners of Parcels #1 and #3 for all costs involved.

At the time of this signing, the owner of Parcel #2 uses Sylvania Lane infrequently and so will not share in the cost for maintenance and repair, unless the owner of Parcel #2 causes damage to the roadway. In this instance, the owner of Parcel #2 will be responsible for repairing any damage to the satisfaction of the owners of Parcels #1 and #3 within 30 days written notice of the occurrence of said damage.

In the event the owner of Parcel #2 begins to use Sylvania Lane on a regular basis in conjunction with a new dwelling located on the southern portion of Parcel #2, the owner of Parcel #2 shall then be jointly and severally responsible, along with the owners of Parcel #1 and #3, for the maintenance of Sylvania Lane, including but not limited to the resurfacing, grading, removal or installation of culverts and drainage pipes, and removal of any obstructions of the road. Said maintenance shall include equal responsibility of the Parties for all costs involved.

Allocation of costs for repairs and maintenance of Sylvania Lane shall be as per ORS 105.170 to 105.185 or its successor statutes.

**3. Failure to Agree.** If either of the Parties does not agree to an expenditure of maintenance, the dispute shall be referred to an independent arbitrator, selected by mutual agreement by the Parties, who shall act as arbitrator in the matter and whose decision shall be accepted by the Parties as being final in the disputed matter. Cost of the arbitrator shall be borne equally between the Parties.

**4. Use of the Road.** The Parties agree that the use of the road shall be shared equally and neither shall have the right to interfere with the use of the road by the other. Further, the Parties agree that each and the other may extend the right of use of the Road to guests and visitors.

**5. Term and Termination.** This agreement shall extend from and after the date of signing by all Parties in perpetuity, unless and until such time that all Parties, and/or their successors in interest, mutually agree to terminate this agreement.

**6. Addresses of Parties.** The addresses of the respective Parties to this Agreement for notice purposes are as follows:

Peter & Carlotta Mortenson  
91770 Sylvania Lane  
Coquille, Oregon 97423

Maureen & Paul Goettlich  
91771 Sylvania Lane  
Coquille, Oregon 97423

Michael Fuester  
91661 Sylvania Lane  
Coquille, Oregon 97423

**7. Successors in interest.** The Parties agree that this Agreement shall run with the land as a covenant and shall be binding upon their successors in interest, assigns, heirs and personal representatives.

**8. Applicable Law.** The Parties agree that this Agreement shall be subject to and construed in accordance with the laws of the State of Oregon.

**9. Severability.** The Parties agree that in the event that any of the terms or conditions of this Agreement are found to be invalid by a court of competent jurisdiction, then the remainder of the Agreement shall be accorded the fullest effect feasible under then existing circumstances.

This agreement shall supersede all other prior agreements with regard to driveway maintenance and repair.

**10. Advice to Seek Legal Consul.** The Parties acknowledge they have been advised by First American Title Insurance Company of Oregon and Bandon Property LLC to seek legal counsel prior to signing this document.

Paul W. Goettlich and Maureen D. Goettlich, Trustees of The Goettlich Revocable Trust dated July 1, 2004

[Signature]

Paul W. Goettlich, Trustee

[Signature]

Maureen D. Goettlich, Trustee

[Signature]

Peter C. Mortenson

[Signature]

Carlotta J. Mortenson

[Signature]

Michael Fuester

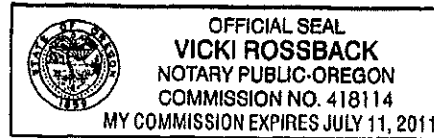
State of: OR  
County of: COOS

This instrument was acknowledged before me on this 12 day of November, 2008 by Paul W. Goettlich, Trustee of The Goettlich Revocable Trust dated July 1, 2004, on behalf of the Trust.

[Signature]

Notary Public for: OR  
My commission expires: 7/11/11

State of: CALIFORNIA  
County of: ALAMEDA



This instrument was acknowledged before me on this 10<sup>th</sup> day of November, 2008 by Maurcen D. Goettlich, Trustee of The Goettlich Revocable Trust dated July 1, 2004, on behalf of the Trust.

[Signature]

Notary Public for:  
My commission expires: 3-11-11

State of: OR  
County of: COOS

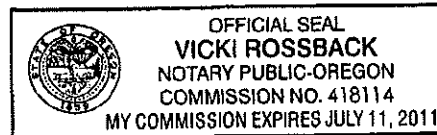


This instrument was acknowledged before me on this 12 day of November, 2008 by Peter C. Mortenson and Carlotta J. Mortenson.

[Signature]

Notary Public for: OR  
My commission expires: 7/11/11

State of: Oregon  
County of: COOS



This instrument was acknowledged before me on this 12 day of November, 2008 by Michael Fuester.

*Katy Downard*  
Notary Public for: Oregon  
My commission expires: 8/21/2011



EXHIBIT "B" continued

Septic Easement

**Servient Property:** Common 91771 Sylvania Lane, Coquille, OR 97423  
Legal Parcel #3 on Coos County survey record 30 B 83

**Servient Property Owners:** Paul W. Goettlich and Maureen D. Goettlich, Trustees of  
The Goettlich Revocable Trust, dated July 1, 2004

**Dominant Property:** Common 91770 Sylvania Lane, Coquille, OR 97423  
Legal Parcel #1 on Coos County survey record 30 B 83

**Dominant Property Owner:** Peter C. and Carlotta J. Mortenson, tenants by the entirety

Owner of Servient Property and Owner of Dominant Property agree as follows:

1. There is a permanent, perpetual, appurtenant, nonexclusive easement burdening the Servient Property and benefiting the Dominant Property.
2. The purpose of this easement is to provide for a septic sewer line easement, a septic drain field easement and a septic drain field repair easement located on the Servient Property. This easement is for a septic system servicing one dwelling and only one dwelling located on the Dominant Property.
3. The septic easement is described as follows:

Beginning at the Southeast Corner of Section 5, Township 28 South, Range 13 West, W.M., Coos County, Oregon; thence N 62° 29' 43" W for 1517.60 feet to a septic tank which is the true point of beginning for an easement 10 feet in width on each side of the following centerline; thence N 00° 00' 00" E for 55.00 feet to the south line of the drain field easement described below.

Beginning at the north end of the sewer line easement described above; thence S 90° 00' 00" W for 60.00 feet; thence N 00° 00' 00" E for 100.00 feet; thence N 90° 00' 00" E for 120.00 feet; thence S 00° 00' 00" E for 100.00 feet; thence S 90° 00' 00" W for 60.00 feet to the point of beginning.

Drawing of this easement is on Coos County survey record 30 b 83.

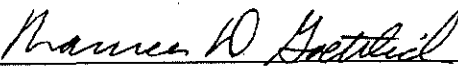
4. The easement allows access for ingress and egress for necessary maintenance and repair with 24 hours written notice to the owner of the Servient Property. Following completion of any repair, the owner of the

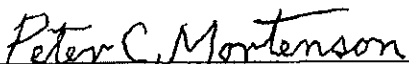
Dominant Property will immediately return the land to its original state as it had been prior to the repair.

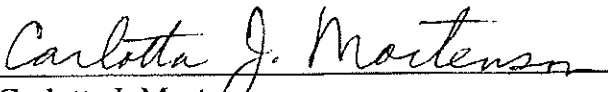
5. If the Parties fail to agree on any aspect of this easement, the dispute shall be referred to an independent arbitrator, selected by mutual agreement by the Parties, who shall act as arbitrator in the matter and whose decision shall be accepted by the Parties as being final in the disputed matter. Cost of the arbitrator shall be borne equally between the Parties.
6. The Parties acknowledge they have been advised by First American Title Insurance Company of Oregon and Bandon Property LLC to seek legal counsel prior to signing this document.

Paul W. Goettlich and Maureen D. Goettlich, Trustees of The Goettlich Revocable Trust dated July 1, 2004

  
\_\_\_\_\_  
Paul W. Goettlich, Trustee

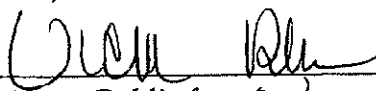
  
\_\_\_\_\_  
Maureen D. Goettlich, Trustee

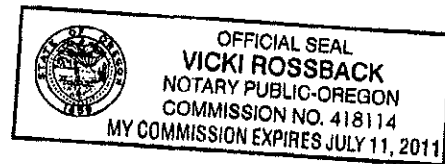
  
\_\_\_\_\_  
Peter C. Mortenson

  
\_\_\_\_\_  
Carlotta J. Mortenson

State of: OR  
County of: COOS

This instrument was acknowledged before me on this 12 day of November, 2008 by Paul W. Goettlich, Trustee of The Goettlich Revocable Trust dated July 1, 2004, on behalf of the Trust.

  
\_\_\_\_\_  
Notary Public for: OR  
My commission expires: 11/11





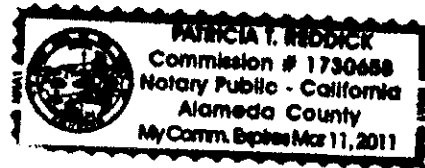
State of: CALIFORNIA  
County of: ALAMEDA

This instrument was acknowledged before me on this 10<sup>th</sup> day of November, 2008 by Maureen D. Goettlich, Trustee of The Goettlich Revocable Trust dated July 1, 2004, on behalf of the Trust.

Patricia T. Heddick

Notary Public for:

My commission expires: 3-11-11



State of: OR  
County of: COOS

This instrument was acknowledged before me on this 12 day of November, 2008 by Peter C. Mortenson and Carlotta J. Mortenson.

Vicki Rossback

Notary Public for: OR

My commission expires: 7/11/11

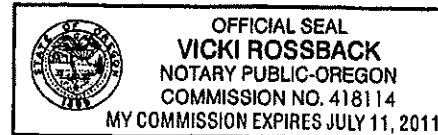


EXHIBIT "B" continued

**Road Easement for Farm/Forest Practices Management Agreement**

**Servient Property:** Common 91770 Sylvania Lane, Coquille, OR 97423  
Legal Parcel #1 on Coos County survey record 30 B 83

**Servient Property Owners:** Peter C. and Carlotta J. Mortenson, tenants by the entirety

**Dominant Property:** Common 91771 Sylvania Lane, Coquille, OR 97423  
Legal Parcel #3 on Coos County survey record 30 B 83

**Dominant Property Owners:** Paul W. Goettlich and Maureen D. Goettlich, Trustees of  
The Goettlich Revocable Trust, dated July 1, 2004

Owners of Servient Property and Owners of Dominant Property agree as follows:

1. There is a permanent, perpetual, appurtenant, nonexclusive easement burdening the Servient Property and benefiting the Dominant Property.
2. The purpose of this easement is to provide ingress and egress across Servient Property, to allow the Owners of the Dominant Property access to the eastern most portion of the Dominant Property located at or near the topographic apex of the Dominant Property.
3. The easement specifically allows access for ingress and egress across the Servient Property for purposes of Farm and Forest Management Practices on the Dominant Property.
4. The road easement is located in the eastern one-third of the Servient Property and shall be 30 feet in width for the Owner of the Dominant Property to construct and maintain a roadway. The precise location of the roadway to be built in the eastern one-third of the Servient Property is not known at the time of signing this document. The precise location of the roadway shall be mutually agreed upon within three years of signing this document. In the event the precise location of the roadway is not determined within this three year period, the Dominant Property's right to the easement will be extinguished and paragraph one of this document will become null and void of any legal effect.
5. At the time the precise location of the easement roadway is determined, the Owners of the Dominant Property shall pay for a surveyor's description formally defining the area of the easement.

6. The Owners of the Dominant Property shall pay any and all costs to create/improve/maintain the roadway. The Owners of the Dominant Property shall pay Owners of the Servient Property for any trees on the Servient Property that are taken out to accommodate the roadway. Compensation for the trees will be based on prevailing industry stumpage rates at the time the trees are cut. Owner of the Dominant Property will pay all logging costs.
7. Owner of the Dominant Property will construct and maintain the easement roadway in accordance with the Oregon Department of Forestry Road Construction and Maintenance rules as specified in OAR 629 and will pay any such fees required by the Department of Forestry.
8. Owners of the Dominant Property grant the Owners of the Servient Property the right to use the roadway for purposes of Forest Management Practices on the Servient Property. Owner of the Dominant Property further grants the Owners of the Servient Property an easement along the roadway to the extent the roadway runs over the Dominant Property. Owners of the Servient Property shall repair any damage to the roadway caused by their use, returning the roadway to its original condition as it had been prior to their use.
9. If the Parties fail to agree on any aspect of this easement, the dispute shall be referred to an independent arbitrator, selected by mutual agreement by the Parties, who shall act as arbitrator in the matter and whose decision shall be accepted by the Parties as being final in the disputed matter. Cost of the arbitrator shall be borne equally between the Parties.
10. This agreement shall supersede all other prior agreements with regard to this roadway easement.
11. The Parties acknowledge they have been advised by First American Title Insurance Company of Oregon and Bandon Property LLC to seek legal counsel prior to signing this document.

Paul W. Goettlich and Maureen D. Goettlich, Trustees of The Goettlich Revocable Trust dated July 1, 2004



Paul W. Goettlich, Trustee

Maureen D. Goettlich  
Maureen D. Goettlich, Trustee

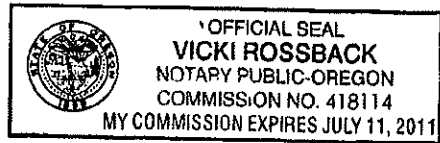
Peter C. Mortenson  
Peter C. Mortenson

Carlotta J. Mortenson  
Carlotta J. Mortenson

State of: OR  
County of: COOS

This instrument was acknowledged before me on this 12 day of November, 2008 by Paul W. Goettlich, Trustee of The Goettlich Revocable Trust dated July 1, 2004, on behalf of the Trust.

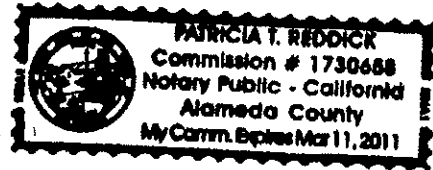
Vicki Rossback  
Notary Public for: OR  
My commission expires: 7/11/11



State of: CALIFORNIA  
County of: ALAMEDA

This instrument was acknowledged before me on this 10<sup>th</sup> day of November, 2008 by Maureen D. Goettlich, Trustee of The Goettlich Revocable Trust dated July 1, 2004, on behalf of the Trust.

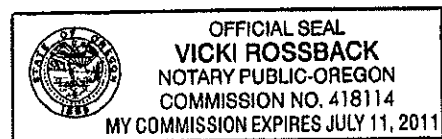
Patricia T. Reddick  
Notary Public for:  
My commission expires: 3-11-11



State of: OR  
County of: COOS

This instrument was acknowledged before me on this 12 day of November, 2008 by Peter C. Mortenson and Carlotta J. Mortenson.

Vicki Rossback  
Notary Public for: OR  
My commission expires: 7/11/11



**EXHIBIT "B" continued**  
**Restrictive Easement**

**Grantor Property:** Common 91770 Sylvania Lane, Coquille, OR 97423  
Legal Parcel #1 on Coos County survey record 30 B 83

**Grantor Property Owner:** Peter C. and Carlotta J. Mortenson, tenants by the entirety

**Grantee Property:** Common 91771 Sylvania Lane, Coquille, OR 97423  
Legal Parcel #3 on Coos County survey record 30 B 83

**Grantee Property Owners:** Paul W. Goettlich and Maureen D. Goettlich, Trustees of  
The Goettlich Revocable Trust, dated July 1, 2004

**1. PURPOSE**

(A) This Restrictive Easement is granted for the purpose of assuring that the Grantees' use and enjoyment of the Parcel #3 described above is protected against any increase in the density of development or use of the Grantor's remaining Parcel #1 described herein. This Easement shall burden all of Grantor's abutting land located in Coos County, Oregon, ('Subject Property') and more particularly described as: Parcel #1 on Coos County survey record 30 B 83. This Easement shall benefit and be appurtenant to the land conveyed from Grantor to the Grantees as described above.

**2. RIGHTS GRANTED; VIOLATIONS; DAMAGES AND COSTS OF REMOVAL**

(A) This Restrictive Easement grants to Grantees the right to be free from any division, subdivision, lot creation, parcel creation, partition, or de facto division, subdivision, lot creation, parcel creation or partition of the Subject Property in fee simple, by boundary line adjustment, ground lease, lease, foreclosure, or any other arrangement granting more than temporary possession, or effecting a conveyance or transfer of less than all of the Subject Property. No foreclosure, trustee's sale, sheriff's sale, forfeiture or other event pursuant to any mortgage, trust deed, installment sale contract or other lien shall have any force or effect to the contrary.

(B) This Restrictive Easement also grants to Grantees the right to be free from the use or development of more than one dwelling on the Subject Property. There currently exists only one dwelling on the Subject Property.

(C) In the event that any of the foregoing restrictions are violated, then the parties agree as follows:

(1) In the event of a violation of paragraph 2(A) of this Easement, the Grantor, at his or her sole cost and expense, shall take all necessary action to withdraw, vacate, revoke, invalidate, or otherwise undo the attempted or actual division of the parcel within 90 days of receiving written notice from Grantees demanding that the attempted or actual division be undone. If the division cannot be undone for whatever reason, Grantor agrees to pay Grantees liquidated damages. The payment of liquidated damages shall not serve to terminate or otherwise remove or cancel this Restrictive Easement, which shall remain in effect on the entirety of the Subject Property.

(2) In the event of a violation of paragraph 2(B) of this Easement, the Grantor, at his or her sole cost and expense, will remove the offending dwelling(s) within 30 days of receiving written notice from Grantees demanding its removal.

### 3. DURATION OF EASEMENT

(A) This Restrictive Easement shall run with the land, and is binding upon the Grantor, his or her successors, assigns, heirs, distributees, and grantees.

(B) This Restrictive Easement shall terminate only upon the written agreement of the Grantor and Grantees, recorded in the deed records of Coos County and specifically referencing this Easement.

### 4. ADDITIONAL PROVISIONS

(A) Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Easement, to rescind this Easement, or otherwise with respect to the subject matter of this Easement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

(B) Severability. If any provision of this Easement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Easement will not be in any way impaired.



(C) Advice to Seek Legal Consul. The Parties acknowledge they have been advised by First American Title Insurance Company of Oregon and Bandon Property LLC to seek legal counsel prior to signing this document.

Paul W. Goettlich and Maureen D. Goettlich, Trustees of The Goettlich Revocable Trust dated July 1, 2004

\_\_\_\_\_  
Paul W. Goettlich, Trustee

\_\_\_\_\_  
Maureen D. Goettlich, Trustee

Peter C. Mortenson

Peter C. Mortenson

Carlotta J. Mortenson

Carlotta J. Mortenson

State of: OR  
County of: COOS

This instrument was acknowledged before me on this \_\_\_\_ day of November, 2008 by Paul W. Goettlich, Trustee of The Goettlich Revocable Trust dated July 1, 2004, on behalf of the Trust.

\_\_\_\_\_  
Notary Public for:  
My commission expires:  
State of: OR  
County of: COOS

This instrument was acknowledged before me on this \_\_\_\_ day of November, 2008 by Maureen D. Goettlich, Trustee of The Goettlich Revocable Trust dated July 1, 2004, on behalf of the Trust.

\_\_\_\_\_  
Notary Public for:  
My commission expires:

State of:



County of: Coos

This instrument was acknowledged before me on this 12 day of November, 2008 by Peter C. Mortenson and Carlotta J. Mortenson.

Vicki Rossback  
Notary Public for: OK  
My commission expires: 7/11/11

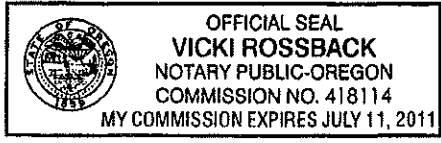


EXHIBIT "B" continued

**Driveway Maintenance Agreement  
Driveway Easement for Access to TL900 & the Southerly Portion of TL902**

WHEREAS, Peter and Carlotta Mortenson, owners of Parcel #1 on Coos County survey record 30 B 83, and Maureen and Paul Goettlich, owners of Parcel #3 on survey 30 B 83, and Michael Fuester owner of Parcel #2 on survey 30 B 83, (hereinafter referred to collectively as "the Parties") do intend to provide for the joint and several maintenance of a driveway (hereinafter referred to as "the Driveway") to be shared and used equally by them and agree to the following terms and conditions:

**1. Description of Driveway.** The Driveway to be maintained falls within a roadway easement, 25 feet in width, on either side of the following described centerline.

Beginning at a 5/8" rebar which is at the end of Sylvania Lane, a legal road created on Partition 2007-12, Coos County, Oregon; thence S 83° 38' 29" W for 58.36 feet along the centerline of Sylvania Lane to the true point of beginning; thence S 85° 22' 02" E for 29.11 feet; thence S 35° 39' 29" E for 21.59 feet; thence S 01° 38' 28" E for 17.39 feet; thence S 25° 04' 28" W for 16.96 feet; thence S 37° 14' 39" W for 87.82 feet; thence S 33° 08' 00" W for 172.85 feet; thence S 35° 28' 41" W for 80.71 feet; thence S 67° 44' 38" W for 14.23 feet; thence N 83° 48' 06" W for 33.76 feet; thence N 67° 26' 53" W for 89.37 feet; thence N 61° 42' 46" W for 62.39 feet; thence N 61° 29' 35" W for 81.68 feet; thence N 68° 08' 50" W for 63.05 feet; thence N 68° 47' 02" W for 87.42 feet to a point on the West line of Parcel 1 of said Partition 2007-12.

Drawing of this easement is on Coos County survey record 30 b 83.

**2. Duties.** The Parties owning Parcel #1 and Parcel #3 shall be jointly and severally responsible for the maintenance of said Driveway, including but not limited to the resurfacing, grading, removal or installation of culverts and drainage pipes, and removal of any obstructions of the road. Said maintenance shall include equal responsibility of the owners of Parcels #1 and #3 for all costs involved.

At the time of this signing, the owner of Parcel #2 uses the Driveway infrequently and so will not share in the cost for maintenance and repair, unless the owner of Parcel #2 causes damage to the Driveway. In this instance, the owner of Parcel #2 will be responsible for repairing any damage to the satisfaction of the owners of Parcels #1 and #3 within 30 days written notice of the occurrence of said damage.

In the event the owner of Parcel #2 begins to use the Driveway on a regular basis in conjunction with a new dwelling located on the southern portion of Parcel #2, the owner of Parcel #2 shall then be jointly and severally responsible, along with the owners of Parcel #1 and #3, for the maintenance of said Driveway, including but not limited to the resurfacing, grading, removal or installation of culverts and drainage

pipes, and removal of any obstructions of the road. Said maintenance shall include equal responsibility of the Parties for all costs involved.

Allocation of costs for repairs and maintenance of this driveway shall be as per ORS 105.170 to 105.185 or its successor statutes.

**3. Failure to Agree.** If the Parties do not agree to an expenditure of maintenance, the dispute shall be referred to an independent arbitrator, selected by mutual agreement by the Parties, who shall act as arbitrator in the matter and whose decision shall be accepted by the Parties as being final in the disputed matter. Cost of the arbitrator shall be borne equally between the Parties.

**4. Use of the Road.** The Parties agree that the use of the road shall be shared equally and neither shall have the right to interfere with the use of the road by the other. Further, the Parties agree that each and the other may extend the right of use of the Road to guests and visitors.

**5. Term and Termination.** This agreement shall extend from and after the date of signing by all Parties in perpetuity, unless and until such time that all Parties, and/or their successors in interest, mutually agree to terminate this agreement.

**6. Addresses of Parties.** The addresses of the respective Parties to this Agreement for notice purposes are as follows:

Peter & Carlotta Mortenson  
91770 Sylvania Lane  
Coquille, Oregon 97423

Maureen & Paul Goettlich  
91771 Sylvania Lane  
Coquille, Oregon 97423

Michael Fuester  
91661 Sylvania Lane  
Coquille, Oregon 97423

**7. Successors in Interest.** The Parties agree that this Agreement shall run with the land as a covenant and shall be binding upon their successors in interest, assigns, heirs and personal representatives.

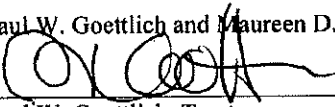
**8. Applicable Law.** The Parties agree that this Agreement shall be subject to and construed in accordance with the laws of the State of Oregon.

9. **Severability.** The Parties agree that in the event that any of the terms or conditions of this Agreement are found to be invalid by a court of competent jurisdiction, then the remainder of the Agreement shall be accorded the fullest effect feasible under then existing circumstances.

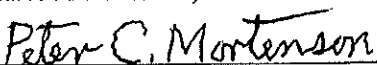
This agreement shall supersede all other prior agreements with regard to driveway maintenance and repair.

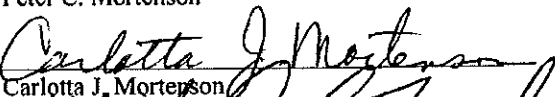
10. **Advice to Seek Legal Consul.** The Parties acknowledge they have been advised by First American Title Insurance Company of Oregon and Bandon Property LLC to seek legal counsel prior to signing this document.

Paul W. Goettlich and Maureen D. Goettlich, Trustees of The Goettlich Revocable Trust dated July 1, 2004

  
\_\_\_\_\_  
Paul W. Goettlich, Trustee

  
\_\_\_\_\_  
Maureen D. Goettlich, Trustee

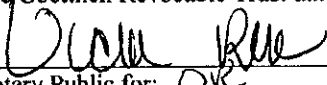
  
\_\_\_\_\_  
Peter C. Mortenson

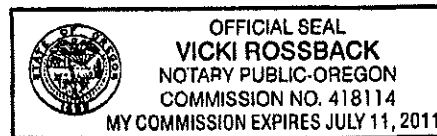
  
\_\_\_\_\_  
Carlotta J. Mortenson

  
\_\_\_\_\_  
Michael Fuester

State of: OR  
County of: COOS

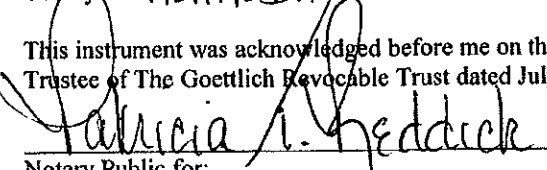
This instrument was acknowledged before me on this 12 day of November, 2008 by Paul W. Goettlich, Trustee of The Goettlich Revocable Trust dated July 1, 2004, on behalf of the Trust.

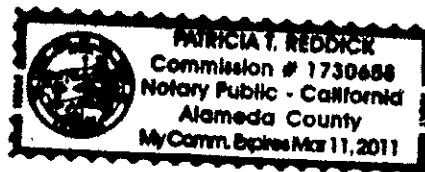
  
\_\_\_\_\_  
Notary Public for: OR  
My commission expires: 7/11/11



State of: CALIFORNIA  
County of: ALAMEDA

This instrument was acknowledged before me on this 12<sup>th</sup> day of November, 2008 by Maureen D. Goettlich, Trustee of The Goettlich Revocable Trust dated July 1, 2004, on behalf of the Trust.

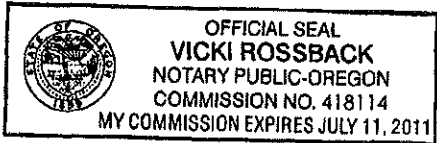
  
\_\_\_\_\_  
Notary Public for:  
My commission expires: 3-11-11



State of: OR  
County of: COOS

This instrument was acknowledged before me on this 12 day of November, 2008 by Peter C. Mortenson and Carlotta J. Mortenson.

[Signature]  
Notary Public for: OR  
My commission expires: 7/11/11



State of: Oregon  
County of: COOS

This instrument was acknowledged before me on this 12 day of November, 2008 by Michael Fuester.

[Signature]  
Notary Public for: Oregon  
My commission expires: 8/21/2011



EXHIBIT "B" continued

**Driveway Easement Agreement**

**Servient Property:** Common 91771 Sylvania Lane, Coquille, OR 97423  
Legal Parcel #3 on Coos County survey record 30 B 83

**Servient Property Owners:** Paul W. Goettlich and Maureen D. Goettlich, Trustees of  
The Goettlich Revocable Trust, dated July 1, 2004

**Dominant Property #1:** Common 91770 Sylvania Lane, Coquille, OR 97423  
Legal Parcel #1 on Coos County survey record 30 B 83

**Dominant Property Owner #1:** Peter C. and Carlotta J. Mortenson, tenants by the entirety

**Dominant Property #2:** Common 91661 Sylvania Lane, Coquille, OR 97423  
Legal Parcel #2 on Coos County survey record 30 B 83

**Dominant Property Owner #2:** Michael Fuester

Owner of Servient Property and Owners of Dominant Properties agree as follows:

1. There is a permanent, perpetual, appurtenant, nonexclusive easement burdening Servient Property and benefiting Dominant Properties.
2. The purpose of this easement is to provide ingress and egress across Servient Property, to allow the Owners of Dominant Property #1 access to their home at 91770 Sylvania Lane, and to allow the Owner of Dominant Property #2 access to planned future improvements at or near the topographic apex of Dominant Property #2.
3. The easement specifically allows access for ingress and egress and utilities for one dwelling only on each of the Dominant Properties.
4. The roadway easement is 25 feet in width on either side of the following described centerline:

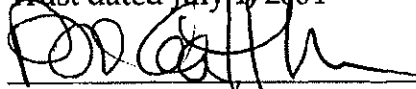
Beginning at a 5/8" rebar which is at the end of Sylvania Lane, a legal road created on Partition 2007-12, Coos County, Oregon; thence S 83° 38' 29" W for 58.36 feet along the centerline of Sylvania Lane to the true point of beginning; thence S 85° 22' 02" E for 29.11 feet; thence S 35° 39' 29" E for 21.59 feet; thence S 01° 38' 28" E for 17.39 feet;

thence S 25° 04' 28" W for 16.96 feet; thence S 37° 14' 39" W for 87.82 feet; thence S 33° 08' 00" W for 172.85 feet; thence S 35° 28' 41" W for 80.71 feet; thence S 67° 44' 38" W for 14.23 feet; thence N 83° 48' 06" W for 33.76 feet; thence N 67° 26' 53" W for 89.37 feet; thence N 61° 42' 46" W for 62.39 feet; thence N 61° 29' 35" W for 81.68 feet; thence N 68° 08' 50" W for 63.05 feet; thence N 68° 47' 02" W for 87.42 feet to a point on the West line of Parcel 1 of said Partition 2007-12.

Drawing of this easement is on Coos County survey record 30 b 83.

5. A road maintenance agreement has been signed by all parties.
6. Allocation of costs for repairs and maintenance of this easement shall be as per ORS 105.170 to 105.185 or its successor statutes.
7. If the Parties fail to agree on any aspect of this easement, the dispute shall be referred to an independent arbitrator, selected by mutual agreement by the Parties, who shall act as arbitrator in the matter and whose decision shall be accepted by the Parties as being final in the disputed matter. Cost of the arbitrator shall be borne equally between the Parties.
8. This agreement shall supersede all other prior agreements with regard to this driveway easement.
9. The Parties acknowledge they have been advised by First American Title Insurance Company of Oregon and Bandon Property LLC to seek legal counsel prior to signing this document.

Paul W. Goettlich and Maureen D. Goettlich, Trustees of The Goettlich Revocable Trust dated July 1, 2004



Paul W. Goettlich, Trustee



Maureen D. Goettlich, Trustee

Peter C. Mortenson

Peter C. Mortenson

Carlotta J. Mortenson

Carlotta J. Mortenson

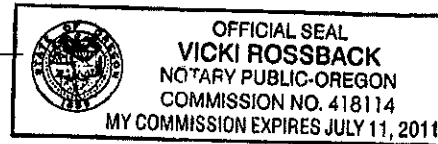
Michael R. Fuester

Michael Fuester

State of: OR  
County of: COOS

This instrument was acknowledged before me on this 12 day of November, 2008 by Paul W. Goettlich, Trustee of The Goettlich Revocable Trust dated July 1, 2004, on behalf of the Trust.

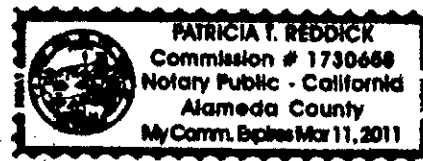
Vicki Rossback  
Notary Public for: OR  
My commission expires: 7/11/11



State of: CALIFORNIA  
County of: ALAMEDA

This instrument was acknowledge before me on this 10<sup>th</sup> day of November, 2008 by Maureen D. Goettlich, Trustee of The Goettlich Revocable Trust dated July 1, 2004, on behalf of the Trust.

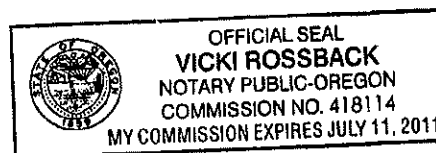
Patricia T. Reddick  
Notary Public for:  
My commission expires: 3-11-11



State of: OR  
County of: COOS

This instrument was acknowledged before me on this 12 day of November, 2008 by Peter C. Mortenson and Carlotta J. Mortenson.

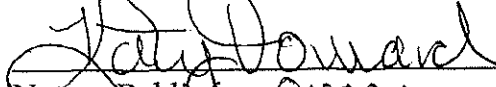
Vicki Rossback  
Notary Public for: OR  
My commission expires: 7/11/11





State of:  
County of:

This instrument was acknowledged before me on this 12 day of November,  
2008 by Michael Fuester.

  
\_\_\_\_\_  
Notary Public for: Oregon  
My commission expires: 8/21/2011



After recording return to:  
Robert S. Miller III, Attorney at Law  
1010 First Street S.E., Suite 210  
Bandon, OR 97411

Send tax statements to:  
No Change

## TERMINATION AGREEMENT

**Owner of Parcel 1:** Paul Goettlich and Maureen Goettlich, Trustees, The Goettlich Revocable Trust.  
**Parcel 1:** Parcel 1 of Coos County, Oregon Partition Plat #2007-12, CAB C-539, filed and recorded April 10, 2007, recorded as Coos County, Oregon Instrument #2007-4562, as adjusted by Property Line Adjustment Deeds recorded as Coos County, Oregon Instruments #2008-11261 and #2008-11321, which are memorialized by Coos County, Oregon Survey filed as 30B83, recorded on November 17, 2008.

**Owner of Parcel 2:** Michael Fuester  
**Parcel 2:** Parcel 2 of Coos County, Oregon Partition Plat # 2007-12, CAB C-539, filed and recorded April 10, 2007, recorded as Coos County, Oregon Instrument # 2007-4562.

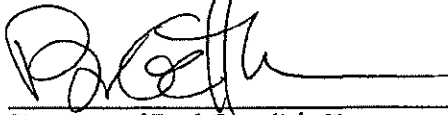
**Owner of Parcel 3:** Thomas M. Fogarty and Anita Fogarty  
**Parcel 3:** Parcel 3 of Coos County, Oregon Partition Plat #2007-12, CAB C-539, filed and recorded April 10, 2007, recorded as Coos County, Oregon Instrument #2007-4562, as adjusted by Property Line Adjustment Deeds recorded as Coos County, Oregon Instruments #2008-11261 and #2008-11321, which are memorialized by Coos County, Oregon Survey filed as 30B83, recorded on November 17, 2008.

**Consideration:** No monetary consideration; the mutual promises contained herein constitute the consideration for this Termination Agreement.

Owner of Parcel 1, Owner of Parcel 2, and Owner of Parcel 3 agree to terminate the following easements and restrictions:

1. Those certain easements and restrictions contained within Coos County, Oregon Instrument #2008-11463 as follows: the "Road Maintenance Agreement for Sylvania Lane" (pages 4-7); the "Road Easement for Farm/Forest Practices Management Agreement" (pages 11-13); the "Driveway Maintenance Agreement" (pages 19-22); and the "Driveway Easement Agreement" (pages 23-26). (Note: the "Septic Easement" (pages 8-10) and the "Restrictive Easement" (pages 14-18) are not terminated and remain in full force and effect.)
2. The "Declaration of Covenants, Conditions and Restrictions" recorded as Coos County, Oregon Instrument #2007-4561.
3. The "Driveway Easement Agreement" recorded as Coos County, Oregon Instrument #2007-12651.
4. The "Water Easement Agreement" recorded as Coos County, Oregon #2007-12652.

So agreed by the Owner of Parcel 1:



Signature of Paul Goettlich, Trustee,  
The Goettlich Family Trust

4/1/11

Date Signed

STATE OF OREGON        )  
                                  )        ss.  
County of Coos         )  
\_\_\_\_\_ )

This Termination Agreement was acknowledged before me by Paul Goettlich, in his capacity as Trustee of the Goettlich Family Trust, on the Date Signed, above.

  
Signature of Oregon Notary Public

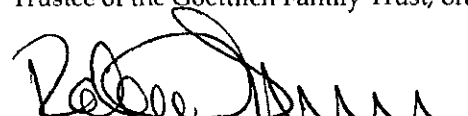


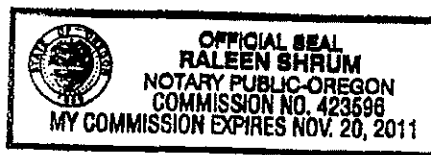
  
Signature of Maureen Goettlich, Trustee,  
The Goettlich Family Trust

4/1/11  
Date Signed

STATE OF OREGON        )  
                                  )        ss.  
County of Coos         )  
\_\_\_\_\_ )

This Termination Agreement was acknowledged before me by Maureen Goettlich, in her capacity as Trustee of the Goettlich Family Trust, on the Date Signed, above.

  
Signature of Oregon Notary Public





After recording return to:  
Robert S. Miller III, Attorney at Law  
1010 First Street S.E., Suite 210  
Bandon, OR 97411

Send tax statements to:  
No Change

## RECIPROCAL EASEMENT AGREEMENT

**Owner of Parcel 1:** Paul Goettlich and Maureen Goettlich, Trustees, The Goettlich Revocable Trust.  
**Parcel 1:** Parcel 1 of Coos County, Oregon Partition Plat #2007-12, CAB C-539, filed and recorded April 10, 2007, recorded as Coos County, Oregon Instrument #2007-4562, as adjusted by Property Line Adjustment Deeds recorded as Coos County, Oregon Instruments #2008-11261 and #2008-11321, which are memorialized by Coos County, Oregon Survey filed as 30B83, recorded on November 17, 2008.

**Owner of Parcel 2:** Michael Fuester  
**Parcel 2:** Parcel 2 of Coos County, Oregon Partition Plat # 2007-12, CAB C-539, filed and recorded April 10, 2007, recorded as Coos County, Oregon Instrument # 2007-4562.

**Owner of Parcel 3:** Thomas M. Fogarty and Anita Fogarty  
**Parcel 3:** Parcel 3 of Coos County, Oregon Partition Plat #2007-12, CAB C-539, filed and recorded April 10, 2007, recorded as Coos County, Oregon Instrument #2007-4562, as adjusted by Property Line Adjustment Deeds recorded as Coos County, Oregon Instruments #2008-11261 and #2008-11321, which are memorialized by Coos County, Oregon Survey filed as 30B83, recorded on November 17, 2008.

**Easement Description:** A 50 foot roadway easement which is in the Southeast 1/4 of Section 5, Township 28 South, Range 13 West, W.M., Coos County, Oregon, 25 feet on each side of the following described centerline: Beginning at a point on the East Right-of-Way boundary of Highway 42 South, said point being S 77°53'07"W, 452.54 feet from the Northeast Corner of Parcel 2 of Partition 2007 #12; thence South 73° 05' 34" East for 135.72; thence South 69° 12' 36" East for 105.15; thence to the beginning point of a curve to the Left having a radius of 180.68 from which the radius point bears North 22° 18' 02" East, thence Left along said curve for an arc length of 84.97, said curve having a chord bearing of South 81° 10' 20" East for 84.19; thence to the beginning point of a curve to the Right having a radius of 273.82 from which the radius point bears South 00° 46' 23" East, thence Right along said curve for an arc length of 175.95, said curve having a chord bearing of South 72° 21' 52" East for 172.94; thence South 50° 21' 23" East for 87.09; thence South 44° 19' 37" East for 115.11; thence South 41° 40' 37" East for 46.26; thence to the beginning point of a curve to the Left having a radius of 131.72 from which the radius point bears North 49° 16' 30" East, thence Left along said curve for an arc length of 88.41, said curve having a chord bearing of South 59° 57' 12" East for 86.76; thence South 80° 07' 41" East for 41.88; thence South 88° 49' 23" East for 88.21; thence North 83° 38' 29" East for 79.40; thence South 85° 22' 02" East for 29.11; thence South 35° 39' 29" East for 21.59; thence South 01° 38' 28" East for 17.39; thence South 25° 04' 28" West for 16.96; thence South 37° 14' 39" West for 87.82; thence South 33° 08' West for 172.85; thence South 35° 28' 41" West for 80.71; thence South 67° 44' 38" West for 14.23; thence North 83° 48' 06" West for 33.76; thence North 67° 26' 53" West for 89.37; thence North 61° 42' 46" West for 62.39; thence North 61° 29' 35" West for 81.68; thence North 68° 08' 50" West for 63.05; thence North 68° 47' 02" West for 87.42 to a point on the East Boundary of said Parcel 2.

**Consideration:** No monetary consideration; the mutual promises contained herein constitute the consideration for this Reciprocal Easement Agreement.

COOS COUNTY CLERK, OREGON  
TERRI L. TURI, CCC, COUNTY CLERK  
TOTAL \$51.00

04/04/2011 02:10:06PM  
PAGE 1 OF 3

2011 2549

Owner of Parcel 1, Owner of Parcel 2, and Owner of Parcel 3 agree as follows:

1. There is a permanent, perpetual, appurtenant, nonexclusive easement burdening Parcel 1, Parcel 2, and Parcel 3, for the benefit of Parcel 1, Parcel 2, and Parcel 3.
2. The purpose of this easement is to allow for the location, and maintenance and repair, of a roadway for ingress and egress.
3. This easement has the location and width as described by Easement Description, but it is intended that the roadway itself shall be no more wide than is practicably necessary to accomplish the purpose of providing ingress and egress and to comply with state and local laws and regulations.
4. Allocation of costs for repairs and maintenance of the easement shall be as per ORS 105.170 to 105.185 or its successor statutes.

So agreed by the Owner of Parcel 1:



Signature of Paul Goettlich, Trustee,  
The Goettlich Family Trust

4/1/11  
Date Signed

STATE OF OREGON )  
County of Coos ) SS.  
\_\_\_\_\_ )

This Reciprocal Easement Agreement was acknowledged before me by Paul Goettlich, in his capacity as Trustee of the Goettlich Family Trust, on the Date Signed, above.



Signature of Oregon Notary Public



Signature of Maureen Goettlich, Trustee,  
The Goettlich Family Trust

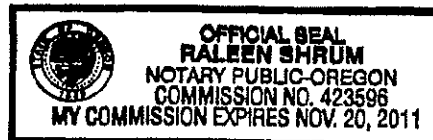
4/1/11  
Date Signed

STATE OF OREGON )  
County of Coos ) SS.  
\_\_\_\_\_ )

This Reciprocal Easement Agreement was acknowledged before me by Maureen Goettlich, in her capacity as Trustee of the Goettlich Family Trust, on the Date Signed, above.



Signature of California Notary Public



So agreed by the Owner of Parcel 2:

Michael L. Fuester  
Signature of Michael Fuester

4-1-11  
Date Signed

STATE OF OREGON )  
County of Coos ) ss.

This Reciprocal Easement Agreement was acknowledged before me by Michael Fuester on the Date Signed, above.

Raleen Shrum  
Signature of Oregon Notary Public



So agreed by the Owner of Parcel 3:

Thomas M. Fogarty  
Signature of Thomas M. Fogarty

4-1-11  
Date Signed

Anita Fogarty  
Signature of Anita Fogarty

4-1-11  
Date Signed

STATE OF OREGON )  
County of Coos ) ss.

This Reciprocal Easement Agreement was acknowledged before me by Thomas M. Fogarty and Anita Fogarty on the Date Signed, above.

Raleen Shrum  
Signature of Oregon Notary Public



**AFTER RECORDED RETURN TO:**  
Smith River Land & Cattle Co.  
19678 Lower Smith River Road  
Reedsport, OR 97467

COOS COUNTY, OREGON **2018-12192**  
\$91.00 12/26/2018 09:47:42 AM  
Pgs=2



00089052201800121920020028

DEBBIE HELLER, CCC, COOS COUNTY CLERK

Until a change is requested all tax statements shall be sent to the following address:  
Smith River Land & Cattle Co.  
19678 Lower Smith River Road  
Reedsport, OR 97467

**CONSIDERATION:**  
The true consideration for this conveyance is \$0.00

### **BARGAIN AND SALE DEED**

Known all men by these presents, that Smith River Land & Cattle Co., a general partnership, Grantor, conveys and warrants to Smith River Land & Cattle Co., a general partnership, it's heirs, successor's or assigns, Grantee, a parcel of land described as Parcel 2 of the Minor Partition recorded in Microfilm Reel No. 84-4-0677 and 0678, Deed Records of Coos County, Oregon, which is located in the SE1/4 of Section 5, Township 28 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, and more particularly described as follows:

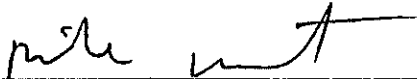
Beginning at a 5/8" rebar from which the Southeast corner of said Section 5 bears S1°54'06"E a distance of 2001.88 feet; thence N81°27'19"W a distance of 1727.18 feet; thence N81°27'19"W a distance of 252.65 feet, more or less, to the Easterly boundary of Highway 42S; thence South along said boundary to a point that is perpendicular and South a distance of 445' of the North line of this described property; thence S81°27'19"E to the intersection with the East line of said Section 5; thence N1°54'06"W to the point of beginning.


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

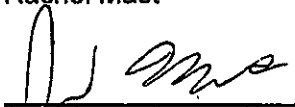


Dated this 21<sup>ST</sup> day of December, 2018.

GRANTOR:

  
Mike Mast

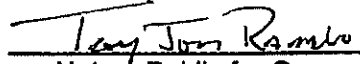
  
Rachel Mast

  
Jared Mast

STATE OF OREGON )  
County of Coos ) ss.



The foregoing instrument was acknowledged before me this 21<sup>ST</sup> day of December, 2018 by Mike Mast, Rachel Mast and Jared Mast, AS PARTNERS OF SMITH RIVER LAND : CATTLE CO.

  
Notary Public for Oregon

COOS COUNTY, OREGON **2018-06526**  
\$181.00 07/06/2018 09:38:00 AM  
DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=19

**RECORDING COVER SHEET (Please Print or Type)** this cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

**AFTER RECORDING RETURN TO:**

Northwest FCS -Roseburg  
2222 NW Kline St.  
Roseburg, OR 97471-1739

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

**TITLE(S) OF THE TRANSACTION(S) ORS  
205.234(a)**

Deed of Trust

Financing Statement

**DIRECT PARTY(S) / Grantor(s)** - (i.e., DEEDS: Seller/Grantor; MORTGAGES: Borrower/Grantor; LIENS: Creditor/Plaintiff)

ORS 205.125(1) (b) and 205.160

Smith River Land & Cattle Co.

Mast, Michael L. and Mast, Rachel A., doing business as Twin Rivers Ranch

Mast, Michael L. and Mast, Rachel A., a married couple

**INDIRECT PARTY(S) / Grantees** - (i.e., DEEDS: Buyer/Grantee; MORTGAGES: Beneficiary/Lender; LIENS: Debtor/Defendant)

ORS 205.125(1) (a) and 205.160

Northwest Farm Credit Services, PCA

**TRUE AND ACTUAL CONSIDERATION** - (Amount in dollars or other) ORS 93.030(5)

\$ 865,000.00

**8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244:**

**"RERECORDED AT THE REQUEST OF** \_\_\_\_\_

**TO CORRECT** \_\_\_\_\_

**PREVIOUSLY RECORDED IN BOOK/PAGE/FEE NUMBER** \_\_\_\_\_

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)



**Deed of Trust  
Financing Statement**

THIS DEED OF TRUST IS ALSO INTENDED TO BE A FILING AGAINST TIMBER TO BE CUT.

ATTENTION: COUNTY RECORDER: This Deed of Trust covers timber to be cut on the real property described herein and should be appropriately indexed, not only as a trust deed, but also as a financing statement.

NOTICE: THE SECURED OBLIGATIONS MAY PROVIDE FOR A VARIABLE INTEREST RATE. THE SECURED OBLIGATIONS MAY REVOLVE IF PROVIDED FOR IN THE LOAN DOCUMENTS. BORROWER MAY BORROW, REPAY AND RE-BORROW LOAN PROCEEDS PURSUANT TO THE NOTE(S), SUBJECT TO THE APPLICABLE TERMS OF THE LOAN DOCUMENTS.

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This Deed of Trust dated as of July 2, 2018, is executed by Smith River Land & Cattle Co., a General Partnership, Rachel A. Mast and Michael L. Mast, a married couple, and Rachel A. Mast and Michael L. Mast, doing business as Twin Rivers Ranch (collectively "Grantor"), whose address is 19678 Lower Smith River Road, Reedsport, OR 97476, in favor of Ticor Title Company of Oregon ("Trustee"), whose address is 300 W Anderson, PO Box 1075, Coos Bay, OR 97420, for the benefit of Northwest Farm Credit Services, PCA, a corporation organized and existing under the laws of the United States ("Beneficiary"), whose address is 2001 South Flint Road, Spokane, WA 99224-9198, P. O. Box 2515, Spokane, WA 99220-2515.

This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any note(s), Membership Agreement, loan agreement, security documents and any other documents or instruments signed in connection with the note(s) and security documents and any amendments (collectively, the "Loan Documents"). Pursuant to the terms and conditions of the Loan Documents, Grantor has agreed to grant this Deed of Trust in favor of Beneficiary to provide security for the Secured Obligations described herein, the related Loan Documents and any and all other documents entered into pursuant thereto.

**1. GRANT OF SECURITY.**

Grantor, in consideration of the indebtedness secured by this Deed of Trust, irrevocably bargains, sells, grants, mortgages, transfers, conveys, assigns and warrants to Trustee, IN TRUST, WITH POWER OF SALE, AND RIGHT OF ENTRY AND POSSESSION for the benefit and security of Beneficiary, all Grantor's existing and future rights, titles, interests, estates, powers and privileges in or to the following (collectively the "Collateral"):

**1.1 Property.** That certain real property located in Coos and Douglas County(ies), State of Oregon, more particularly described on Exhibit A attached hereto and incorporated herein (the "Land") and including the following:

a. All buildings, wells and other improvements now or hereafter located on the Land, including, but not limited to, the Fixtures (as defined below), timber, if applicable, and all other equipment, machinery, appliances and other articles attached to such buildings and other improvements (collectively the "Improvements");

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)

b. All fixtures (including without limitation, goods that are or become so related to the Land that an interest in them arises under the real estate law) and any additions or replacements (collectively the "Fixtures") now or hereafter located on, attached to, installed in or used in connection with the Land;

c. All personal property, appliances, equipment and goods now or hereafter owned or possessed by Debtor located upon, in, or about or used in connection with said Land or Improvements, including the maintenance thereof, together with all increases, substitutes, replacements, proceeds and products thereof and additions and accessions thereto;

d. All rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, tenements, hereditaments and appurtenances now owned or hereafter acquired by Grantor and used in connection with the Land and the Improvements or as a means of access to either or both, including without limitation, all rights over the property of third persons which are related thereto and all unaccrued trespass and surface damage claims appurtenant thereto, and all written operations plans and all permits and approvals related to the Land and Improvements;

e. All of Grantor's right, title and interest in and to any land within any right-of-way of any open or proposed street adjoining the Land, and any and all sidewalks, alleys, strips and gores of land adjacent to or used in connection with the Land and Improvements;

f. All of Grantor's existing and future rights in (including without limitation, royalty and leasehold rights) oil, gas and other mineral rights in or relating to the Land;

g. All existing and future leases and subleases relating to the Land and Improvements or any interest in them, including without limitation, all deposits, advance rentals and other similar payments, but not including the Rents, as defined and separately assigned herein;

h. All options to purchase, exchange or lease the Land, Fixtures or Improvements or any interest in them (and any greater estate in the Land, Fixtures or Improvements and acquired by exercise of such options);

i. All contracts and policies of insurance and proceeds thereof which may insure all or any portion of the Collateral against casualties and theft;

j. All Grantor's other existing or future estates, homestead or other claims or demands, both in law and in equity in the Land and Improvements, including without limitation, (i) all awards made for the partial or complete taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the Land or Improvements, and (ii) all proceeds, including general intangibles and payment intangibles, of any insurance covering any of the Collateral; and

k. All cash or non-cash proceeds of the sale, lease, license, exchange or other disposition of the Collateral, including accounts and general intangibles, arising therefrom. Proceeds include all subsidy payments, in cash or in kind, which may be made to Grantor by any person, entity or governmental agency, including but not limited to, payments and entitlements from state and federal farm programs, as well as any type of property insurance; and any rights arising out of Land or Improvements, collections and distributions on Land or Improvements.

1.2 **Water Assets.** All right, title, and interest at any time of Grantor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising

in, without limitation, the water, water rights and other assets and items more specifically described hereinafter (collectively the "Water Assets"). A description of some Water Assets may also be included with the description of the Land set forth above or in an exhibit hereto.

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever and howsoever evidenced, including but not limited to the following: (i) the groundwater on, under, pumped from or otherwise available to the Land, whether as the result of groundwater rights, contractual rights or otherwise, together with Grantor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easement, covenant, agreement, or contract with any person or entity; (ii) any rights to which the Land is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water; (iii) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Land by virtue of the Land being situated within the boundaries of any governmental district or agency, or within the boundaries of any private water company, mutual water company, irrigation company, ditch company or other non-governmental entity that owns, stores, diverts and/or delivers water including, any and all stock, interest or other rights Grantor has in such entity, including voting or decision rights, and any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset; and (iv) all water and existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes. References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the terms. The term "water" includes water rights and rights to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's share of any Water Assets in any water bank or with any water authority, or any other water reallocation rights.

b. All licenses, permits, approvals, contracts, decrees, rights and interests to acquire or appropriate any Water Assets, water bank or other credits evidencing any right to Water Assets, to store, carry, transport or deliver Water Assets, to sell, lease, exchange, or otherwise transfer any Water Asset, or to change the point for diversion of water, the location of any Water Asset, the place of use of any Water Asset, or the purpose of the use of any Water Asset.

c. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any Water Asset.

d. All storage and treatment rights for any Water Asset, whether on or off the Land or other property of Grantor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any Water Asset.

e. All irrigation and watering equipment, including all pumps, pumping plants, storage tanks, pump, motors, electrical generators (all of which are declared to be fixtures), and all systems, ditches, laterals, conduits, and rights-of-way used to convey water or to drain the Land, all of which rights are or are hereby made appurtenant to the Land.

f. All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, including joint use agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset.

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)

g. All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts and other rights to payment arising from or on account of any use, nonuse, sale, lease transfer or other disposition of any Water Asset.

## 2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties. Grantor represents and warrants to Beneficiary as follows:

a. Grantor has represented and warranted to Beneficiary the location of Grantor's chief executive office; the state of its formation; Grantor's state of residence; and Grantor's exact legal name is as set forth herein.

b. Grantor is the sole legal and equitable owner of the Collateral;

c. Except as otherwise previously disclosed to Beneficiary, Grantor has the exclusive right to harvest any timber, if any, from the Land and has the exclusive right to use the appurtenant rights and the operating permits;

d. Without thereby limiting the generality of the foregoing, and except as otherwise previously disclosed to Beneficiary, Grantor has not assigned or granted any harvest or access rights or interests, or sold or leased any part of the Land or the Improvements, if any, to any other person (individual, organization or governmental unit);

e. There are no claims, liens, encumbrances (including judgments, levies and the like), or security interest ("Liens") covering the Collateral or any part or item thereof except easements and reservations of record, that are listed on the title policy delivered by Grantor;

f. To the best of Grantor's knowledge, and other than have been disclosed to Beneficiary, there are no federal, state or local laws, regulations, rules or standards ("Laws"), or permits, orders, injunctions, citations, notices of civil penalty, restraining orders, judgments or the like issued by any governmental unit ("Orders") that are now in effect and that would restrict any material use of the Collateral;

g. Grantor has taken all actions necessary and has duly authorized this Deed of Trust and it is the legally valid and binding contract of Grantor, and is enforceable against Grantor in accordance with its terms; and

h. To the best of Grantor's knowledge, neither the execution of this Deed of Trust nor the payment and performance of the Secured Obligations will materially violate any Laws or Orders affecting Grantor or the Collateral or constitute a breach or Event of Default by Grantor under any agreement, contract, loan indenture, lease, instrument or like document to which Grantor is a party or the Collateral is bound.

The foregoing representations and warranties will survive and not be merged or otherwise eliminated by any conveyance, voluntarily or through foreclosure, of the Collateral to Beneficiary or its nominee. Grantor hereby agrees to indemnify, defend and hold harmless Beneficiary from and against any and all claims, loss, liability, damages, liens, penalties, costs and expenses of any nature or kind whatsoever arising from or related to any misstatement or omission of any material fact in the foregoing representations and warranties.

## 3. SECURED OBLIGATIONS

3.1 Secured Obligations. This Deed of Trust, and the lien it creates, is made for the purpose of securing the following obligations (collectively the "Secured Obligations"):

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)

a. The full and punctual payment of the indebtedness evidenced by that certain note(s) described below, in favor of Beneficiary (the "Note(s)") with interest thereon at the rates therein provided which interest rate and payment terms may be adjusted as provided in the Note(s) and Loan Documents, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced by the Note(s), as well as any prepayment fees provided for in the Note(s) or as it may be amended to provide for such prepayment fees;

Note No.	Date of Note	Principal Amount	Final Installment Date
6240505	July 2, 2018	\$750,000.00	January 1, 2020
6230460	November 3, 2016	\$115,000.00	November 1, 2018

b. Payment and performance of the obligations under the Note(s) and Loan Documents (including future advances) and under any and all other present and future agreements executed in relation to the Note(s);

c. Payment of such additional sums with interest thereon as may be due to Trustee or Beneficiary under any provisions of this Deed of Trust;

d. Payment of all indebtedness and performance of all other obligations which the then record owner of the Collateral may agree to pay and perform for the benefit of Beneficiary, and which are contained in a document which recites that it is secured by this Deed of Trust;

e. Payment of all amounts advanced by (or on behalf of) Beneficiary or Trustee to improve, protect or preserve the Collateral or the security of this Deed of Trust, with interest on such amounts as provided in this Deed of Trust;

f. Payment and performance of all amendments, modifications, extensions, renewals and replacements of any of the foregoing; and

g. Payment of charges as allowed by law, when such charges are made for any Beneficiary statement or other statement regarding the Secured Obligations.

3.2 **Separate Indemnities.** Notwithstanding the foregoing, this Deed of Trust does not secure any separate hazardous materials indemnity or any similar indemnity or indemnities in any of the Loan Documents.

3.3 **Indexing.** Notice is hereby given that the interest rate, payment terms or balance due on the Notes(s) may be indexed, adjusted, renewed or renegotiated.

3.4 **Continuing Validity.** The continuing validity and priority of this Deed of Trust for future extensions of credit and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Beneficiary or commitments from Beneficiary to make future extensions of credit or advances exists.

#### 4. COVENANTS

4.1 **Maintenance, Repair, Alterations.** Grantor shall: keep the Collateral in good condition and repair; complete promptly and in a good and workmanlike manner, any Improvement that may be constructed on the Land, and promptly restore in like manner any Improvement that may be damaged or destroyed, and pay when due all claims for labor performed and materials furnished for such construction or restoration; comply with all Laws and Orders of any court or governmental or regulatory body having jurisdiction over Grantor, the Land or Improvements; comply with any condominium or other plan, declaration of covenants, conditions and restrictions, and reciprocal easement agreements to which the Land is subject ("CC&Rs"), any owners' association articles and

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)

bylaws affecting the Land, and such exceptions to title as evidenced by a preliminary title report on the date of closing, acceptable to Beneficiary ("Permitted Liens"); keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good, neat order and repair; comply with the provisions of any leases constituting part of the Collateral; obtain and maintain in full force and effect all permits necessary for the use, occupancy and operation of the Collateral; and do any and all other acts, except as otherwise prohibited or restricted by the Loan Documents, that may be reasonably necessary to protect or preserve the value of the Collateral and the rights of Trustee and Beneficiary in it.

Grantor shall not, except upon the prior written consent of Beneficiary, which shall not be unreasonably withheld or delayed: remove, demolish or materially alter any of the Improvements, other than to make non-structural repairs in the ordinary course of business, that preserve or increase the value of the Land; commit or permit any waste or deterioration of the Collateral; abandon all or any part of the Collateral or leave the Collateral unprotected, unguarded, vacant or deserted; or initiate, join in or consent to any change in any zoning ordinance, general plan, specific plan, private restrictive covenant or other public or private restriction limiting the uses that may be made of the Land or Improvements by Grantor.

**4.2 Insurance.** Keep all material property useful and necessary in its business in reasonably good working order and condition (ordinary wear and tear excepted); maintain with financially sound and reputable insurance companies casualty, liability, and such other insurance (that may include plans of self-insurance) with such coverage and deductibles, and in such amounts as may be consistent with prudent business practice and in any event consistent with normal industry practice; and furnish to the Beneficiary, upon written request, full information as to the insurance carried.

**4.3 Condemnation and Other Awards.** Grantor shall take all actions reasonably required by Beneficiary or Trustee in connection with condemnation or other taking to defend and protect the interests of Grantor, Beneficiary and/or Trustee in the Land. Beneficiary shall be entitled to participate in, control and be represented by counsel of its choice in such proceeding. All condemnation proceeds shall first be applied to reimburse Beneficiary and Trustee for all their reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with the collection of such award or settlement. The balance of such award or settlement shall be applied by Beneficiary against the Secured Obligations in such order as Beneficiary may determine.

**4.4 Taxes, Assessments and Utilities.** Grantor shall pay, prior to delinquency, all of the following: all general and special real property taxes and assessments imposed on the Land; all other taxes, assessments and charges assessed on the Land (or on the owner and/or operator of the Land) that create or may create a lien on the Land (or on any Improvement or Fixture used in connection with the Land); including, without limitation, non-governmental levies and assessments under applicable covenants, conditions and restrictions; and all business taxes.

Grantor shall promptly pay all gas, irrigation, electricity, water, sewer and other utility charges incurred for the benefit of the Collateral or that may become a lien against the Collateral; and all other similar public or private assessments and charges relating to the Collateral, regardless of whether or not any such charge is or may become a lien on the Collateral.

**4.5 Liens.** Grantor shall not cause, incur or permit to exist any Liens upon all or any part of the Collateral or any interest in the Collateral other than Permitted Liens. Grantor shall pay and promptly discharge, at Grantor's sole cost and expense, all such Liens.

**4.6 Sale or Lease of Collateral; Due on Sale Clause.** Grantor shall not sell, lease, sublease or otherwise transfer all or any part of the Collateral or any interest in it, without the prior written consent of Beneficiary, which consent may be granted or withheld in Beneficiary's sole and absolute discretion. No sale, lease or other transfer shall relieve Grantor from primary liability for its obligations under the Loan Documents or relieve any guarantor

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)



from any liability under any guaranty. Upon any such transfer to which Beneficiary does not consent, Beneficiary at its option may, without prior notice, declare all Secured Obligations immediately due and payable without presentment, demand, protest or further notice of any kind, and may exercise all rights and remedies provided in this Deed of Trust, in the other Loan Documents or under applicable law.

**4.7 Inspections and Property Valuations.** Grantor authorizes Beneficiary and its agents, representatives and employees, upon reasonable notice to Grantor, to enter at any time upon any part of the Collateral for the purpose of inspecting the Collateral. Grantor agrees to pay the costs and expenses of Beneficiary incurred in such inspections and examinations, including without limitation, Beneficiary's attorneys' fees, if such inspection was made necessary because of an Event of Default, whether the services are provided by Beneficiary's employees, agents or independent contractors. Any inspection or review by Beneficiary is solely for Beneficiary's benefit to protect Beneficiary's security and preserve Beneficiary's rights under this Deed of Trust. No inspection by Beneficiary shall constitute a waiver of any Event of Default. Grantor shall cooperate in allowing Beneficiary or its agents reasonable access to the Collateral for the purpose of performing any subsequent valuation, whether it is in the form of an appraisal or any other method of valuing the Collateral. Grantor shall pay promptly to Beneficiary, on demand, the costs of any such subsequent valuation, whether performed by employees, agents, or independent contractors of Beneficiary.

**4.8 Defense of Actions.** Grantor shall notify Beneficiary of any action or proceeding purporting to affect (a) the security of this Deed of Trust, (b) all or any part of the Collateral or any interest in it, (c) any additional or other security for the Secured Obligations, or (d) the interests, rights, powers or duties of Beneficiary or Trustee under this Deed of Trust. Grantor, at no cost or expense to Beneficiary or Trustee, shall appear in and defend the same. If Beneficiary or Trustee elects to become or is made a party to such action or proceeding, Grantor shall indemnify, defend and hold Trustee and Beneficiary harmless from all related liability, damage, cost and expense reasonably incurred by either Trustee or Beneficiary, whether or not such action or proceeding is prosecuted to judgment or decision.

**4.9 Protection of Security.** If Grantor fails to make any payment or to do any act required by this Deed of Trust or any of the other Loan Documents, Beneficiary and/or Trustee may do so. Beneficiary or Trustee may decide to do so, each in its own discretion, without obligation to do so, without further notice or demand, and without releasing Grantor in such manner and to such extent as either may reasonably deem necessary to protect the security of this Deed of Trust.

**4.10 Beneficiary's Powers.** If Grantor fails to pay any sum, other than principal and interest on the Secured Obligations, or to perform or comply with any other obligation required by any Loan Document, Beneficiary at its election may pay such sum or comply with such obligation. Without affecting the liability of Grantor or any other person liable for the payment of any Secured Obligation, and without affecting the lien or charge of this Deed of Trust, Beneficiary may, from time to time, do any of the following: (a) release any person so liable, (b) release or reconvey all or any part of the Collateral, (c) take or release any other or additional security for any Secured Obligation, or (d) make arrangements with debtors in relation to the Secured Obligations. Waiver by Beneficiary of any right or remedy as to any transaction or occurrence shall not be deemed to be a waiver of any future transaction or occurrence. By accepting full or partial payment or performance of any Secured Obligation after due or after the filing of a notice of default and election to sell, Beneficiary shall not have thereby waived its right to (i) require prompt payment and performance in full, when due, of all other Secured Obligations, (ii) declare a default for failure to so pay or perform, or (iii) proceed with the sale under any notice of default and election to sell previously given by Beneficiary, or as to any unpaid balance of the indebtedness secured by this Deed of Trust.

**4.11 Reimbursement of Costs, Fees and Expenses; Secured by Deed of Trust.** Grantor shall pay, on demand, to the maximum allowable under applicable law, all reasonable costs, fees, expenses, advances, charges, losses and liabilities paid or incurred by Beneficiary and/or Trustee in administering this Deed of Trust, the

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)

collection of the Secured Obligations, and Beneficiary's or Trustee's exercise of any right, power, privilege or remedy under this Deed of Trust. Fees, costs and expenses of attorneys shall include the reasonable fees and disbursements of Beneficiary's outside and staff counsel and of any experts and agents, and including such fees incurred in the exercise of any remedy (with or without litigation), in any proceeding for the collection of the Secured Obligations, in any foreclosure on any of the Collateral, in protecting the lien or priority of any Loan Document, or in any litigation or controversy connected with the Secured Obligations, including any bankruptcy, receivership, injunction or other proceeding, or any appeal from or petition for review of any such proceeding.

## 5. RENTS, ISSUES AND PROFITS

**5.1 Assignment of Rents, Issues and Profits.** Grantor absolutely, unconditionally and irrevocably assigns and transfers to Beneficiary all of its right, title and interest in and to all rents, issues, profits, royalties, income and other proceeds and similar benefits derived from the Collateral (collectively the "Rents"), and gives to Beneficiary the right, power and authority to collect such Rents. Grantor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary, at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and or sue, in its name or in Grantor's name, for all Rents, and to apply them to the Secured Obligations. Beneficiary hereby grants to Grantor a license to collect and retain Rents (but not more than one month in advance unless the written approval of Beneficiary has first been obtained) so long as an Event of Default shall not have occurred and be continuing. The assignment of the Rents is intended to be an absolute assignment from Grantor to Beneficiary and not merely the passing of a security interest. This assignment of Rents is intended to be specific, perfected and choate upon recording.

**5.2 Collection Upon Default.** Upon the occurrence of an Event of Default, Grantor's license to collect the Rents shall automatically terminate. Upon such termination, Beneficiary may, at any time, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations, do any of the following: (a) enter upon and take possession of all or any part of the Collateral; (b) with or without taking possession of the Collateral in its own name, sue for or otherwise collect Rents (including those past due and unpaid, and all prepaid Rents and all other security or other deposits paid by tenants to Grantor); and (c) apply the Rents (less costs and expenses of operation and collection, including, without limitation, attorneys' fees, whether or not suit is brought or prosecuted to judgment) to any Secured Obligation, and in such order as Beneficiary may determine, even if payment or performance of said Secured Obligation may not then be due. Grantor agrees that, upon the occurrence of any Event of Default, Grantor shall promptly deliver all Rents and security deposits to Beneficiary.

**5.3 Further Assignments.** Upon Beneficiary's demand from time to time, Grantor shall execute and deliver to Beneficiary recordable assignments of Grantor's interest in any and all leases, subleases, contracts, rights, licenses and permits now or hereafter affecting all or any part of the Land. Beneficiary may, at its option, exercise its rights under this Deed of Trust or any such specific assignment and such exercise shall not constitute a waiver of any right under this Deed of Trust or any such specific assignment.

## 6. DEFAULT AND REMEDIES

**6.1 Events of Default.** The occurrence of any of the following events or conditions shall constitute an event of default ("Event of Default") under this Deed of Trust: Grantor fails to pay any amount owing under this Deed of Trust when due; Grantor fails to pay any taxes, insurance premiums, assessments or rents required under this Deed of Trust; Grantor fails to observe or perform any other obligation contained in this Deed of Trust; the occurrence of an Event of Default under any other Loan Document; all or any portion of the Improvements or Fixtures are destroyed by fire or other casualty and Grantor fails to satisfy restoration conditions; or all or any material part of the Land or other Collateral is condemned, taken in eminent domain, seized or appropriated by any governmental or quasi-governmental agency or entity.

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)

**6.2 Acceleration Upon Default: Additional Remedies.** Upon the occurrence of an Event of Default, Beneficiary may, at its option, exercise all of the applicable rights and remedies set forth herein and in the other Loan Documents and, in addition, declare all Secured Obligations to be immediately due and payable without any presentment, demand, protest or further notice of any kind; and whether or not Beneficiary exercises any said right or remedy. Beneficiary may: (a) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its Collateral enter upon and take possession of all or part of the Collateral, in its own name or in the name of Trustee. The entering and taking possession of the Collateral, the collection of Rents and their application to the Secured Obligations shall not cure or waive any Event of Default or notice of default or invalidate any act done in response to them. Regardless of whether possession of the Collateral or the collection, receipt and application of any of the Rents is by Trustee, Beneficiary or a receiver, Trustee or Beneficiary shall be entitled to exercise every right provided for in the Loan Agreement and other Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale; (b) commence an action to foreclose this Deed of Trust, appoint a receiver, or specifically enforce any of the covenants contained in this Deed of Trust; (c) deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to sell the Collateral, which notice Trustee or Beneficiary shall cause to be recorded in the official records of each County in which the Land is located; (d) exercise all of the rights and remedies available to a secured party under the applicable Uniform Commercial Code in such order and in such manner as Beneficiary, in its sole discretion, may determine, including without limitation, requiring Grantor to assemble the Collateral and make the Collateral available to Beneficiary at a reasonably convenient location. The expenses of retaking, holding, preparing for sale or the like shall include reasonable attorneys' fees and other expenses of Beneficiary and Trustee and shall be secured by this Deed of Trust; and/or (e) exercise all other rights and remedies provided in this Deed of Trust, in any other Loan Document or other document or agreement now or hereafter securing all or any portion of the Secured Obligations, or as provided by law or in equity.

**6.3 Appointment of Receiver.** Upon the occurrence of an Event of Default under this Deed of Trust, Beneficiary, without notice to Grantor, and without regard to the then value of the Collateral or the interest of Grantor in it, shall have the right to enter the Land in person or to apply to any court having jurisdiction to appoint a receiver or receivers of the Land, Fixtures or Improvements. Grantor irrevocably consents to such appointment and waives notice of any such application. The actions that Beneficiary or such receiver may take in connection with such entry may include, but are not limited to (a) modifying, compromising obligations under, terminating and implementing remedies with respect to any assigned leases or subleases, and (b) entering into, modifying or terminating any contractual arrangements, subject to Beneficiary's right at any time to discontinue any of the same without liability. Beneficiary is further authorized by this provision to request the court to appoint a general receiver and to empower the receiver to (i) sell or lease all or any portion of the Land, Fixtures or Improvements, (ii) collect and apply to the outstanding balances of the Secured Obligations all sales or lease proceeds, or hold the proceeds pending a court order approving the receiver's final report and account, and (iii) hold the collections as cash collateral pending such court order or foreclosure sale. Any such receiver(s) shall also have all the usual powers and duties of receivers in similar cases and all the powers and duties of Beneficiary in case of entry as provided in this Deed of Trust, and shall continue to exercise all such powers until the date of confirmation of sale of the Land, Fixtures or Improvements, unless such receivership is sooner terminated. If Beneficiary elects to enter or take possession of the Land, Fixtures or Improvements, it will not assume any liability to Grantor or any other person for operation or maintenance of the Land, Fixtures or Improvements, and Grantor expressly waives any such Beneficiary liability.

**6.4 Application of Funds After Default.** Except as otherwise provided in this Deed of Trust, upon the occurrence of an Event of Default, Beneficiary may at any time, with notice to Grantor if providing such notice will not adversely delay the exercise of Beneficiary's rights or remedies, apply to any Secured Obligation, in such manner and order as Beneficiary may elect, even if such Secured Obligation may not yet be due, any amounts

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)

received and held by Beneficiary to pay insurance premium or taxes or as Rents, or as insurance or condemnation proceeds, and all other amounts received by Beneficiary from or on account of Grantor or the Collateral, or otherwise. The receipt, use or application of any such amounts shall not affect the maturity of any Secured Obligation, any of the rights or powers of Beneficiary or Trustee under the terms of any Loan Document, or any of the obligations of Grantor or any guarantor under any Loan Document; or waive any Event of Default or notice of default under the Loan Documents; or invalidate any act of Trustee or Beneficiary.

**6.5 Remedies Not Exclusive.** Trustee and Beneficiary shall each be entitled to enforce payment and performance of any Secured Obligation and to exercise all rights and powers under this Deed of Trust or any other Loan Document or other agreement or any law, even if some or all of the Secured Obligations may be otherwise secured, whether by guaranty, deed of trust, mortgage, pledge, lien, assignment or otherwise. Trustee and Beneficiary shall each be entitled to enforce this Deed of Trust and any other security for the Secured Obligations held by Beneficiary or Trustee in such order and manner as they may in their absolute discretion determine. No remedy conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy in this Deed of Trust, and other agreement, or at law, but each shall be cumulative and in addition to every other remedy available to Beneficiary. Every power or remedy given by any of the Loan Documents to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue inconsistent remedies. Grantor may be joined in any action brought by Beneficiary to foreclose under or otherwise enforce this Deed of Trust.

**6.6 Foreclosure By Power of Sale.** Upon receipt of notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Grantor such notice of default and election to sell as is then required by law. After such lapse of time, recordation of notice of default, and giving of notice of sale as are required by law, Trustee shall, without demand on Grantor, sell the Land, Fixtures and Improvements at the time and place of sale fixed by it in said notice of sale, or as lawfully postponed. Trustee may sell the Land, Fixtures and Improvements either as a whole, or in separate lots or parcels or items and in such order as Beneficiary may direct Trustee to so do, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. A sale of less than the whole of the Land, Fixtures or Improvements or any defective or irregular sale made under this Deed of Trust shall not exhaust the power of sale provided for in this Deed of Trust; and subsequent sales may be made until all the Secured Obligations have been satisfied, or the entire Land, Fixtures or Improvements sold, without defect or irregularity. Trustee shall deliver to such purchaser or purchasers its good and sufficient deed conveying the Land, Fixture or Improvement so sold, but without any covenant or warrant, express or implied.

After deducting all fees, costs and expenses incurred by Beneficiary or Trustee in connection with such sale, including costs of evidence of title up to the maximum allowed by applicable law, Beneficiary shall apply the proceeds of sale to payment of (a) first, all amounts expended under the terms of this Deed of Trust which are not then repaid, with accrued interest at the Default Interest Rate; (b) second, all other Secured Obligations; and (c) the remainder, if any, to the person or persons legally entitled.

## 7. MISCELLANEOUS

**7.1 Amendments.** This instrument cannot be waived, modified, discharged or terminated except in writing signed by the party against whom enforcement of such changes is sought.

**7.2 Waivers.** Grantor waives, to the extent permitted by law, (a) the benefit of all laws (whenever enacted) providing for any appraisal before sale of any portion of the Collateral, (b) all rights of valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the Secured Obligations and marshaling in the event of foreclosure of this Deed of Trust, and (c) all rights and remedies that Grantor may have under the laws of the State of Washington regarding the rights and remedies of sureties. Further, Grantor hereby waives, to the fullest

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)

extent permitted by law, the right to plead, use or assert any statute of limitations as a plea, defense or bar to any Secured Obligation, or to any complaint or other pleading or proceeding filed, instituted or maintained for the purpose of enforcing this Deed of Trust or any rights under it.

**7.3 Further Assurances.** Grantor agrees to do or cause to be done such further acts and things and to execute and deliver or to cause to be executed and delivered such additional assignments, agreements, powers and instruments as Beneficiary or Trustee may reasonably require to: (a) correct any defect, error or omission in this Deed of Trust or the execution or acknowledgment of this Deed of Trust, (b) subject to the lien of this Deed of Trust any of Grantor's properties covered or intended to be covered by this Deed of Trust, (c) perfect, maintain and keep valid and effective such lien, (d) carry into effect the purposes of this Deed of Trust, or (e) better assure and confirm to Beneficiary or Trustee their respective rights, powers and remedies under this Deed of Trust.

**7.4 Notices.** All notices, demands, approvals and other communications shall be made in writing to the appropriate party at the address set forth in the first paragraph of this Deed of Trust. All such notices shall be made in accordance with the Loan Agreement.

**7.5 Headings.** Article and section headings are included in this Deed of Trust for convenience of reference only and shall not be used in construing this Deed of Trust.

**7.6 Severability.** Every provision of this Deed of Trust is intended to be severable. The illegality, invalidity or unenforceability of any provision of this Deed of Trust shall not in any way affect or impair the remaining provisions of this Deed of Trust, which provisions shall remain binding and enforceable.

**7.7 Subrogation.** To the extent that proceeds of the Secured Obligations are used, either directly or indirectly, to pay any outstanding lien, charge or prior encumbrance against the Collateral, Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, regardless of whether such liens, charges or encumbrances are released.

**7.8 Governing Law.** This Deed of Trust shall be governed by, and construed in accordance with, the substantive laws of the State of Washington, except where the location of the Land may require the application of the laws of another state or where federal laws, including the Farm Credit Act of 1971, as amended, may be applicable.

**7.9 Interpretation.** In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and the neuter and vice versa, if the context so requires; and the word "person" shall include corporation, partnership or other form of association. Any reference in this Deed of Trust to any document, instrument or agreement creating or evidencing an obligation secured hereby shall include such document, instrument or agreement both as originally executed and as it may from time to time be modified. The term "Trustors" shall be synonymous with the term "Grantors" as used in any of the laws of the state in which the Collateral is situated.

**7.10 Successors and Assigns.** This Deed of Trust applies to, inures to the benefit of and binds all parties to this Deed of Trust, their heirs, legatees, devisees, administrators, executors, successors and assigns.

**7.11 Security Agreement.** This Deed of Trust constitutes a security agreement for all purposes under the Uniform Commercial Code in effect in the State(s) where the Grantor resides. Grantor hereby authorizes Beneficiary to file, at any time, one or more financing statements and any amendments and continuations thereof, describing any personal property or fixtures described herein, without further signature of Grantor. In addition to all other rights and remedies provided for in this Deed of Trust, Beneficiary shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)

**7.12 Counterparts.** This Deed of Trust may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

**7.13 Fixture Filing and Financing Statement.** This Deed of Trust is intended to serve as a Fixture filing covering Fixtures, and if applicable, as a financing statement covering timber as-extracted collateral and timber to be cut pursuant to the terms of the applicable Uniform Commercial Code. This Deed of Trust is to be recorded in the real estate records of each County in which the Land is located. In that regard, Grantor is Debtor and Beneficiary is Secured Party.

**7.14 Trust Irrevocable.** The trust created by this Deed of Trust is irrevocable by Grantor. All Secured Obligations shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction. Grantor waives all rights conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any Secured Obligation.

**7.15 Acceptance By Trustee.** Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

**7.16 Reconveyance By Trustee.** Trustee shall reconvey the Land, Fixtures or Improvements, without warrant, to the person or persons legally entitled to it upon (a) written request of Beneficiary stating that all Secured Obligations have been paid and fully performed, which shall be in substantially the form of Exhibit B attached hereto and incorporated herein, (b) surrender by Beneficiary of this Deed of Trust, and (c) payment by Grantor of Trustee's fees and the costs and expenses of executing and recording any requested reconveyance. The grantee in any such reconveyance may be described as "the person or persons legally entitled thereto."

**7.17 Trustee's Powers.** Upon written request of Beneficiary, Trustee may (a) reconvey all or any part of the Land, Fixtures or Improvements, (b) consent in writing to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement, agreement subordinating the lien or charge hereof, or other agreement or instrument relating hereto or to all or any part of the Collateral. Trustee may take such action at any time, and from time to time, without liability and without notice, and without affecting the personal liability of any person for payment of the indebtedness or the performance of any other Secured Obligation or the effect of this Deed of Trust upon the remainder of the Collateral. Any Trustee lawfully appointed by Beneficiary as a substitute or successor Trustee shall succeed to all the powers and duties of Trustee named herein.

**7. Disclosures Regarding Insurance Coverage.** The following disclosure is made by Beneficiary and Trustee to Grantor pursuant to ORS 746.201:

**WARNING**

Unless you provide us with evidence of the insurance coverage as required by this Deed of Trust and the other Loan Documents, Beneficiary or Trustee may purchase insurance at your expense to protect its interest. This insurance may, but may not also protect your interest. If the collateral becomes damaged, the coverage Beneficiary or Trustee purchases may not pay any claim you make or any claim made against you. You may later request that Beneficiary cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by Beneficiary or Trustee. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)

The coverage Beneficiary or Trustee purchases may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

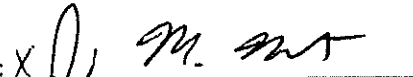
7. WAIVER OF JURY TRIAL. GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN DOCUMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS LOAN DOCUMENT AND ANY OTHER LOAN DOCUMENTS. IT IS INTENDED THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.


IN WITNESS WHEREOF, Grantor has duly executed this Deed of Trust as of the date first above written.

Smith River Land & Cattle Co., a General Partnership

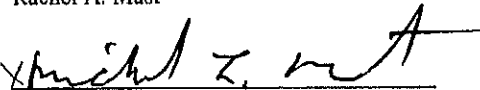
By: X   
Michael L. Mast, General Partner

By: X   
Jared M. Mast, General Partner

Michael L. Mast and Rachel A. Mast, doing  
business as Twin Rivers Ranch

By: X   
Michael L. Mast

By: X Rachel A. Mast  
Rachel A. Mast

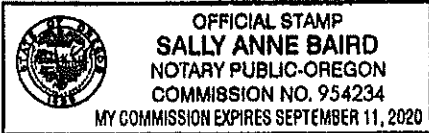
X   
Michael L. Mast

X Rachel A. Mast  
Rachel A. Mast

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)

STATE OF OR )  
County of Coos )ss.

On this 5 day of July, 2018, before me personally appeared Michael L. Mast, known to me to be the General Partner of the General Partnership which executed the within instrument, and acknowledged that he/she executed the same as one of the partners of Smith River Land & Cattle Co., and in the partnership name freely and voluntarily.

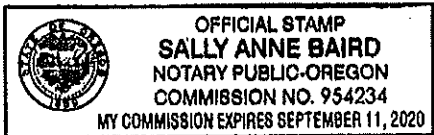


*SAB*

Printed name Sally Baird  
Notary Public for the State of OR  
Residing at Coguille, OR  
My commission expires 9/11/20

STATE OF OR )  
County of Coos )ss.

On this 5 day of July, 2018, before me personally appeared Jared M. Mast, known to me to be the General Partner of the General Partnership which executed the within instrument, and acknowledged that he/she executed the same as one of the partners of Smith River Land & Cattle Co., and in the partnership name freely and voluntarily.

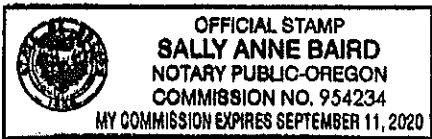


*SAB*

Printed name Sally Baird  
Notary Public for the State of OR  
Residing at Coguille, OR  
My commission expires 9/11/20

STATE OF OR )  
County of Coos )ss.

On this 5 day of July, 2018, before me personally appeared Michael L. Mast, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she does business under the name of Twin Rivers Ranch and executed the same as his/her free act and deed.



*SAB*

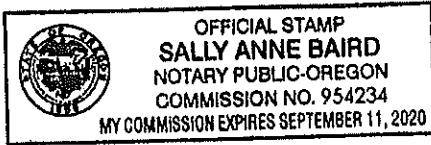
Printed name Sally Baird  
Notary Public for the State of OR  
Residing at Coguille, OR  
My commission expires 9/11/20

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)



STATE OF OR  
County of COOS )ss.

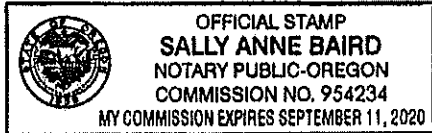
On this 5 day of July, 2018, before me personally appeared Rachel A. Mast, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she does business under the name of Twin Rivers Ranch and executed the same as his/her free act and deed.



SAB  
Printed name Sally Baird  
Notary Public for the State of OR  
Residing at Cogville, OR  
My commission expires 9/11/20

STATE OF OR  
County of COOS )ss.

On this 5 day of July, 2018, before me personally appeared Michael L. Mast, known to me to be the person described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.

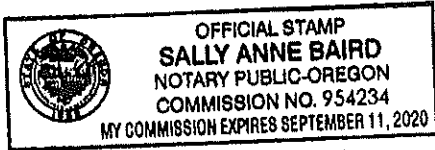


SAB  
Printed name Sally Baird  
Notary Public for the State of OR  
Residing at Cogville, OR  
My commission expires 9/11/20

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)

STATE OF OR )  
 )ss.  
County of COOS )

On this 5 day of July, 2018, before me personally appeared Rachel A. Mast, known to me to be the person described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



SAB  
Printed name Sally Baird  
Notary Public for the State of OR  
Residing at Coquille, OR  
My commission expires 9/11/20

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)

EXHIBIT A  
PROPERTY DESCRIPTION

PARCEL 1: Coos County Property:

Beginning at the Southeast corner of Section 5, Township 28 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, which is marked by an iron pipe with a brass cap; thence North 85° 43' 45" West for 517.11 feet along the South line of said Section 5; thence North 04° 34' 10" West for 296.90 feet; thence North 04° 34' 10" West for 339.64 feet; thence South 90° 00' 00" West for 713.30 feet; thence North 67° 17' 55" West for 445.16 feet; thence North 05° 37' 25" East for 285.34 feet; thence South 81° 27' 19" East for 1193.67 feet; thence North 01° 54' 06" West for 380.73 feet; thence North 81° 27' 19" West for 1143.64 feet; thence North 81° 27' 19" West for 434.41 feet; thence Northerly along the East right of way of Highway 242S for 746.67 feet, more or less; thence South 81° 27' 19" East for 252.65 feet; thence South 81° 27' 19" East for 1727.18 feet; thence South 01° 54' 06" East for 2001.88 feet to the True Point of Beginning.

Also the parcel of land depicted as Parcel 3, of Final Partition Plat 2007 #12, Recorded April 10, 2007, CAB C/539, as Microfilm No. 2007-4562, Records of Coos County, Oregon.

Levy Code: 0802  
Account No.: 900600  
Map No.: T28-13-05 TL# 900-COOS COUNTY

PARCEL 2: Douglas County Property:

Parcel 1: The Northeast quarter and the Northeast quarter of the Southeast quarter of Section 7, Township 20 South, Range 10 West, Willamette Meridian, Douglas County, Oregon.

Parcel 2: The West half of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 8, Township 20 South, Range 10 West, Willamette Meridian, Douglas County, Oregon.

LESS AND EXCEPTING THEREFROM the Northeast quarter of the Northwest quarter of the Northwest quarter of said Section 8.

Together with an easement for road use as set out in Instrument No. 2008-005285, records of Douglas County, Oregon.

ALSO The Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter, all in Section 8, Township 20 South, Range 10 West, Willamette Meridian, Douglas County, Oregon.

EXCEPTING THEREFROM that portion of the South half of the Northeast quarter of the Southwest quarter of said Section 8 lying West of the County Road.

ALSO EXCEPTING THEREFROM that portion lying Easterly of the Westerly boundary line of the North Fork Smith River County Road No. 48A.

Tax Identification No.: R12591 and R12647

Together with all timber (aka "forest tree species"), whether standing or down, cut or under contract to be cut, now or hereafter growing or located on the Land, and whether or not said timber is merchantable, all logs, lumber and forest products of any nature, all proceeds and products thereof.

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)

EXHIBIT B

EXAMPLE  
REQUEST FOR FULL RECONVEYANCE

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES  
OF FURTHER AND/OR ADDITIONAL ADVANCES  
MUST BE PRESENTED WITH THIS REQUEST

TO THE TRUSTEE: [Insert Name]

The undersigned hereby certifies that it is the legal owner and holder of the Note[s] and all other indebtedness secured by the Deed of Trust dated [date] between [Grantor name], Grantor, [Trustee name], Trustee, and [Beneficiary Name], Beneficiary, recorded [date], as Instrument No. [instrument no.], to secure an indebtedness in the amount of \$[amount], records of [County], [State]. Said indebtedness has been fully paid and satisfied, and you are hereby requested and directed to cancel said Note[s] above-mentioned and all other evidences of indebtedness secured by said Deed of Trust, and to reconvey without warranty all the estate now held by you thereunder.

Dated: [insert date]

[BENEFICIARY NAME]

[BENEFICIARY SIGNATURE BLOCK]

[ACKNOWLEDGEMENT]

Deed of Trust  
(Smith River Land & Cattle Co./Note No. 6240505)  
(Michael L. Mast/Note No. 6230460)