



Coos County
Planning Department
Property Line Adjustment
Application

Official Use Only

Fee 700
Receipt No. 212944
Check No./Cash _____
Date 9/16/19
Received By C.O.M
File No. _____

PLA-19-015

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): BANDON BLACK MOON FARMS Telephone: 925-994-8845
Address: 86814 SYDNAM LN
City/State: BANDON, OR. Zip Code: 97411
Lien Holder(s): N/A
Address: _____
City/State: _____ Zip Code: _____
Township: 30S Section: 14
Range: 15W Tax Lot: 500
Tax Account: 1367200 Zoning District: _____
Initial Lot Size: 67.63 ACRES Adjusted Lot Size: 67.52 ACRES

B. Property 2:

Owner(s): BANDON BLACK MOON FARMS Telephone: 925-994-8845
Address: 86814 SYDNAM LN
City/State: BANDON, OR Zip Code: 97411
Lien Holder(s): N/A
Address: _____
City/State: _____ Zip Code: _____
Township: 30S Section: 14
Range: 15W Tax Lot: 602
Tax Account: 1367200 Zoning District: _____
Initial Lot Size: .47 ACRES Adjusted Lot Size: .12 ACRES

C. Applicant:

Name: MICHAEL LOVAS Telephone: 925-577-0293

Address: 219 BARRAN ST UNIT 11D

City/State: SAN FRANCISCO, CA Zip Code: 94107

D. Surveyor

Name/Company: SHN ENGINEERS + GEODETS Telephone: 541-266-9890

Address: 275 MARKET AVE

City/State: COOS BAY, OR Zip Code: 97420

E. Purpose of the Property Line Adjustment

ESTABLISH A PARCEL THAT INCLUDES BARN WHERE
THERE IS MARIJUANA PRODUCTION SEPARATE FROM REST
OF FARM PROPERTY

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;

Property Line Adjustment Application

Revised 2018

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

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

I hereby attest that I am authorized to make the application for a discretionary decision and the statements within this application are true and correct to the best of my knowledge and belief. I affirm that this is a legally created tract, lot or parcel of land. I understand that I have the right to an attorney for verification as to the creation of the subject property. I understand that any action authorized by Coos County may be revoked if it is determined that the action was issued based upon false statements or misrepresentation.

M

Property 1

M

Property 2

FEES

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

M

Property 1

M

Property 2

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

M

Property 1

M

Property 2

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

[Signature]
Property 1
[Signature]
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.

[Signature]
Property 1
[Signature]
Property 2

[Signature]
Applicant(s) Original Signature
9/15/2019
Date

[Signature]
Applicant(s) Original Signature
9/15/2019
Date

[Signature]
Applicant(s) Original Signature
9/15/2019
Date

Applicant(s) Original Signature

Date

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

COOS COUNTY

30S 15W 14

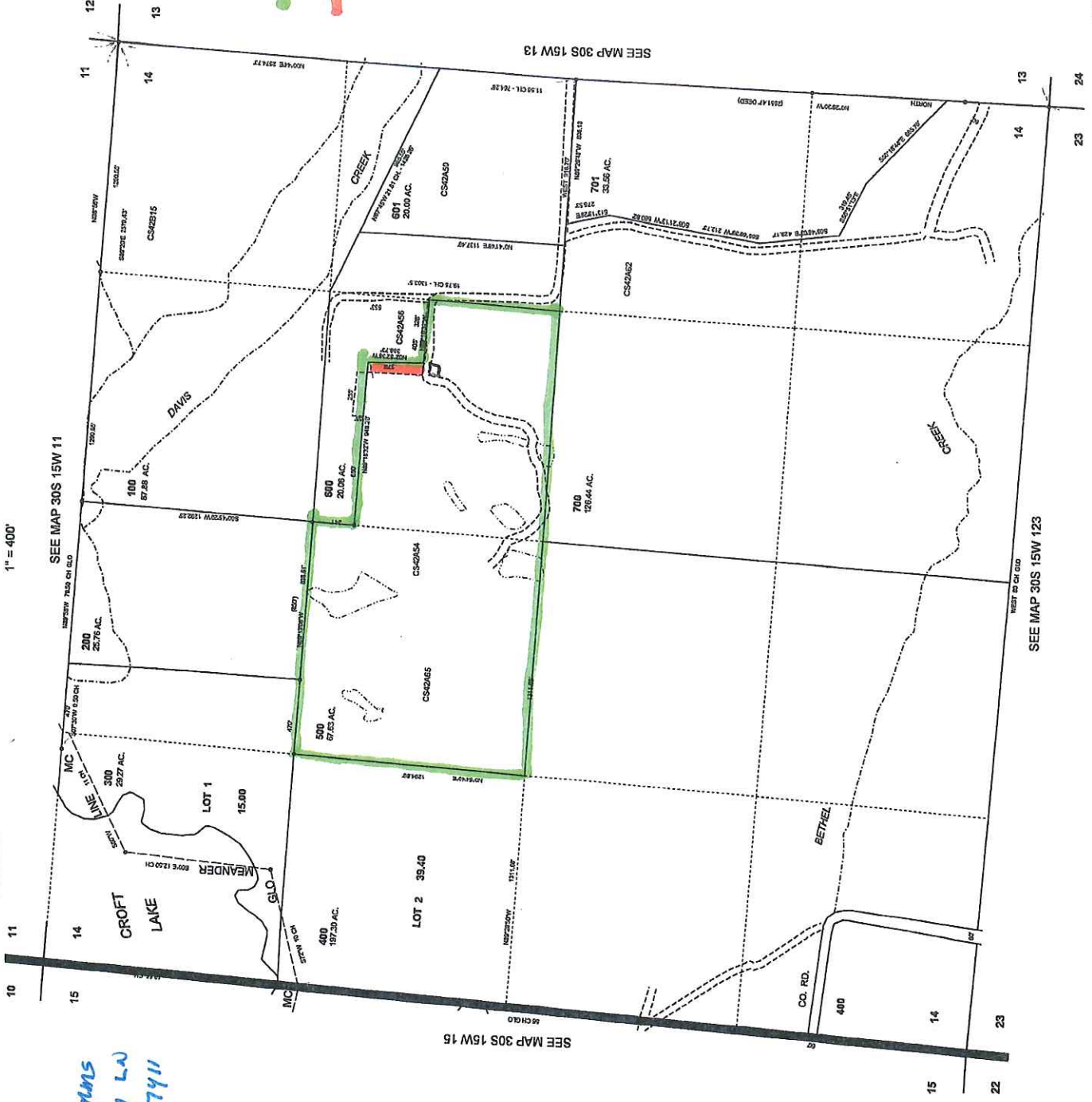
CANCELLED NO.
501
602

1" = 400'

BLACK MOON FARMS
86814 SYDNAM LN
BANDON, OR. 97411

VICINITY MAP

TAX LOT 500
TAX LOT 602



12-17-2008

30S 15W 14



30S15W14 500

Map_No	30S15W14
Parcel_No	500
Account Number	1367200
ACRES	67.63
OWNER1	BANDON BLACK MOON FARMS, LLC
OWNER2	
OWNER3	
SITUSSTR	86814 SYDNAM LN
SITUSCITY	BANDON
SITUSZIP	97411

[Zoom to](#)

Sydnam Ln

SEE MAP 30S 15W 15

50 CH GLO



SEE MAP 30S 15W 13

13

14

150.5'

CS&D2B15

100

57.88 AC.

DAVIS

15.00

LOT 1

MEANDER 500'E 12.50 CH

CROFT LAKE

300

29.27 AC.

400

197.20 AC.

LOT 2

39.40

500

67.63 AC.

CS&D2A65

CS&D2A64

600

20.06 AC.

CS&D2A58

CS&D2A59

700

126.44 AC.

CS&D2A62

701

33.56 AC.

CS&D2A60

601

20.00 AC.

CS&D2A57

CS&D2A56

(2651.47 DEED)

N00°44'E 2574.73'

11.58 CH - 764.26'

N0°41'40"E 1137.46'

18.75 CH - 1303.5'

N89°20'47"W 808.18'

276.53'

313.18'

297.00'

200.00'

212.73'

421.12'

3.00'

47.82'

800.00'

12.12'

12.12'

12.12'

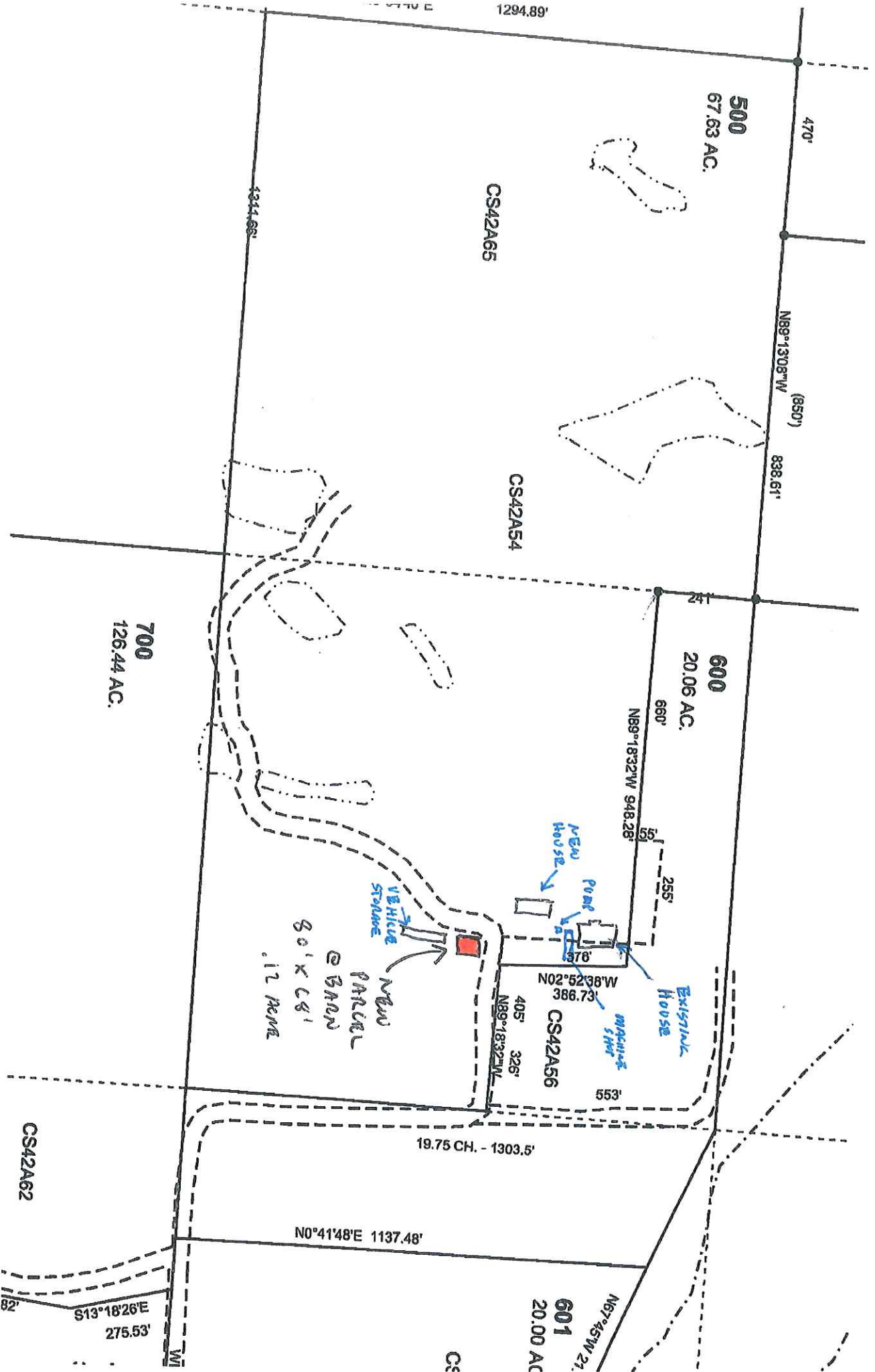
12.12'

12.12'

12.12'

BLACK MOON FARMS
86814 SYDNEY, OR.
BA ADDY, OR. 97411

PLOT PLAN





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

14-Sep-2019

BANDON BLACK MOON FARMS, LLC
 219 BRANNAN ST UNIT 11D
 SAN FRANCISCO, CA 94107-4037

Tax Account # 1367200	Lender Name
Account Status A	Loan Number
Roll Type Real	Property ID 4602
Situs Address 86814 SYDNAM LN BANDON, OR 97411	Interest To Sep 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	\$940.34	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$918.50	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$888.88	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$861.93	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$852.13	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$144.67	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$141.90	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$141.49	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$134.40	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$130.70	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$161.27	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$114.14	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$203.47	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$242.42	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$226.60	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$209.27	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$6,312.11	

TAX NOTATION...

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #1367290 COMBINED INTO #1367200 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2019

NOT OFFICIAL VALUE

September 14, 2019 10:39:53 am

Account # 1367200
 Map # 30S15140000500
 Code - Tax # 4602-1367200

Tax Status ASSESSABLE
 Acct Status ACTIVE
 Subtype NORMAL

Legal Descr See Record

Mailing Name BANDON BLACK MOON FARMS, LLC

Deed Reference # 2014-08524
 Sales Date/Price 10-21-2014 / \$530,000.00
 Appraiser GREG DALTON

Agent
 In Care Of

Mailing Address 219 BRANNAN ST UNIT 11D
 SAN FRANCISCO, CA 94107-4037

Prop Class 562 MA SA NH Unit
 RMV Class 500 06 27 RRL 23626-1

Situs Address(s)		Situs City
ID# 60 86814 SYDNAM LN		BANDON

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
4602 Land Impr.	17,172 124,880					Land Impr. 0	
Code Area Total	142,052	76,150	88,212	17,172	12,062	0	
Grand Total	142,052	76,150	88,212	17,172	12,062	0	

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown				Trended RMV	
						TD%	LS	Size	Land Class		
4602	80	<input checked="" type="checkbox"/>		F/EFU	Farm Site	100	A	1.00	AV	006*	4,160
4602	110	<input checked="" type="checkbox"/>		F/EFU	Farm Use Zoned	100	A	0.80	B4	006*	315
4602	90	<input checked="" type="checkbox"/>		F/EFU	Farm Use Zoned	100	A	2.13	BOGL	006*	3,680
4602	100	<input checked="" type="checkbox"/>		F/EFU	Farm Use Zoned	100	A	1.07	DIKE	006*	1,267
4602	60	<input type="checkbox"/>		F/EFU	SITE AMENTIES	100				006*	4,000
					Small Tract Forest land	100	A	62.63	STF-F	006*	3,750
Grand Total								67.63			17,172

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown			Trended RMV
					TD%	Total Sq. Ft.	Ex% MS Acct #	
4602	2		303	General Purpose Building	111	750		11,820
4602	3		308	MACHINE SHED	111	1,200		14,440
4602	1	1950	121	One story-Class 2	111	1,800		78,070
4602	4		316	FEEDER BARN	111	2,880		20,550
Grand Total						6,630		124,880

Code Area	Type	Exemptions/Special Assessments/Potential Liability

NOTATION(S):

- FARM/FOREST POT'L ADD'L TAX LIABILITY FARM/FORST
- FARM HOMESITE

4602

FIRE PATROL:

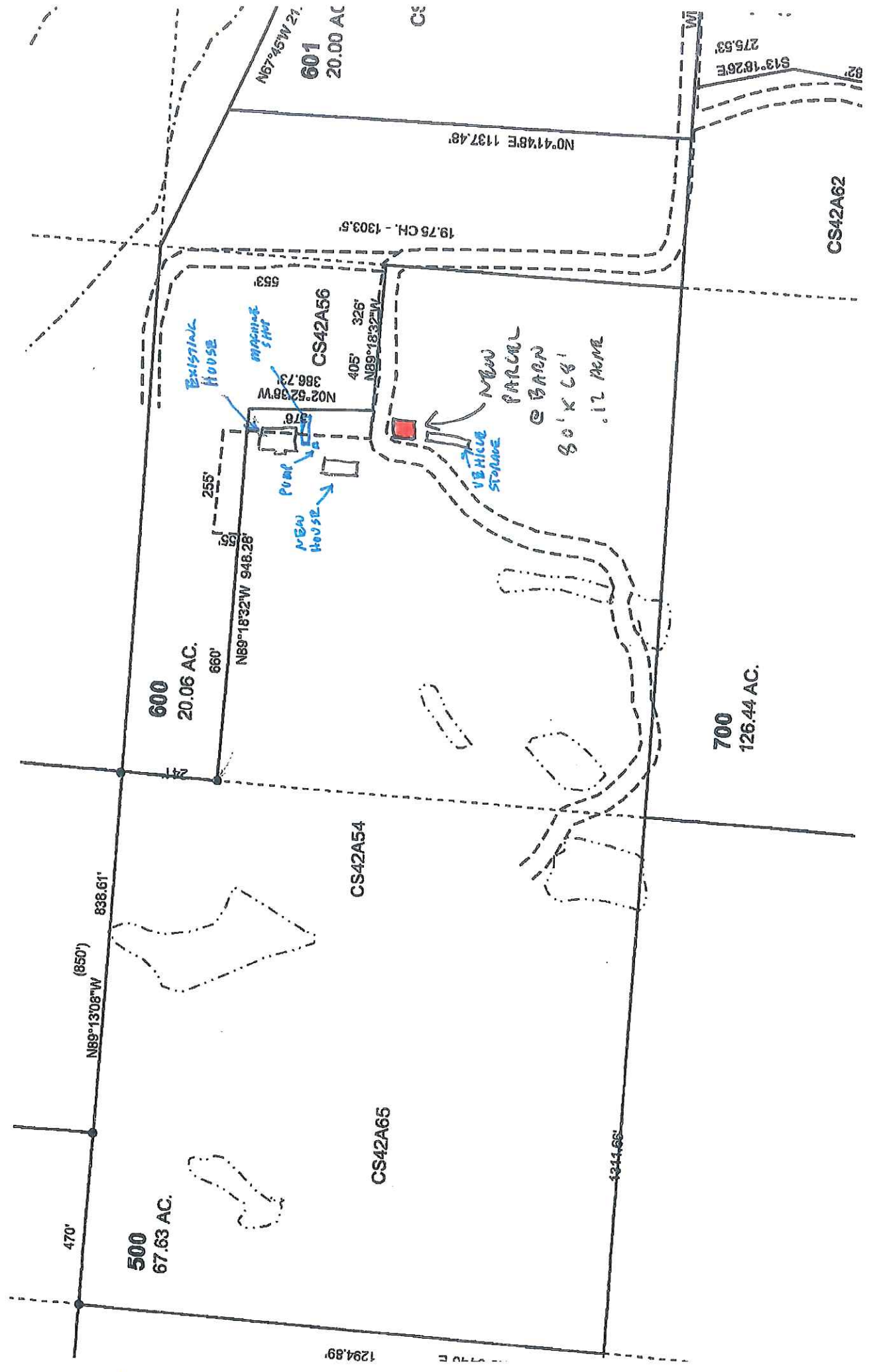
- FIRE PATROL TIMBER
- FIRE PATROL SURCHARGE

Amount	108.90	Acres	67.63	Year	2019
Amount	47.50			Year	2019

Appr Maint: 2019 - NEW CONSTRUCTION - RESIDENTIAL (% COMPLETE SINGLE FAMILY DWELL), 2020 - REQUEST FOR REVIEW (REQUEST FOR REVIEW)

BLAKE MOON FARMS
86814 SYDNEY LN
BANDON, OR. 97411

PLOT PLAN





First American

First American Title Company of Oregon
172 Anderson Ave, Ste. 105
Coos Bay, OR 97420
Phn - (541)269-0119
Fax - (541)269-0470

DEBBIE GRABER
TITLE OFFICER
dgraber@firstam.com

Order No.: 7132-2325225
October 01, 2014

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

KATY DOWNARD, Escrow Officer/Closer
Phone: (541)347-5241 - Fax: (866)493-6614- Email:kdownard@firstam.com
First American Title Company of Oregon
780 Second St SE, Ste 2, Bandon, OR 97411

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Debbie Graber, Title Officer
Toll Free: (541)269-0119 - Direct: (541)269-0119 - Email: dgraber@firstam.com

Preliminary Title Report

2006 ALTA Owners Standard Coverage	Liability \$	530,000.00	Premium \$	1,395.00
2006 ALTA Owners Extended Coverage	Liability \$		Premium \$	
2006 ALTA Lenders Standard Coverage	Liability \$		Premium \$	
2006 ALTA Lenders Extended Coverage	Liability \$		Premium \$	
Endorsement 9, 22 & 8.1			Premium \$	
Govt Service Charge			Cost \$	
Other			Cost \$	

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit A attached hereto.

and as of September 22, 2014 at 5:00 p.m., title to the fee simple estate is vested in:

Thomas C. Forgatsch and Virginia R. Forgatsch, as Trustees of the Forgatsch Family Revocable Living Trust, dated October 1, 2008

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

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.

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

2. 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, 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 subject 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.

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the company
 - B. Affidavit regarding possession
 - C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
 7. Taxes for the fiscal year 2014-2015 a lien due, but not yet payable.
 8. The assessment roll and the tax roll disclose that the premises herein described were specially assessed as Forest Land pursuant to O.R.S. 321.358 to 321.372. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last five (5) or lesser number of years in which the land was subject to the special land assessment.
 9. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
 10. Notwithstanding paragraph 4 of the insuring clauses of the policy or policies to be issued, the policy of policies will not insure against loss arising by reason of any lack of a right of access to and from the land.

11. Easement, including terms and provisions contained therein:
Recording Information: November 03, 1955 in Book 246, Page 182, Deed Records of Coos County, Oregon
In Favor of: Coos-Curry Electric Co-operative, Inc.
For: power line
12. Boundary Line Agreement and the terms and conditions thereof:
Between: Thomas C. Forgatsch, Virginia R. Forgatsch, Kenneth William Daoust and Earls J. Daoust
Recording Information: December 20, 1982 as Microfilm No. 82-5-4200, Records of Coos County, Oregon
13. Easement, including terms and provisions contained therein:
Recording Information: August 31, 1989 as Microfilm No. 89-08-2048, Records of Coos County, Oregon
In Favor of: Coos-Curry Electric Cooperative, Inc.
For: right-of-way
14. Notice of Lien, including terms and provisions thereof.
Recorded: August 31, 1989 as Microfilm No. 89-08-2049, Records of Coos County, Oregon
15. Easement, including terms and provisions contained therein:
Recording Information: November 21, 1994 as Microfilm No. 94-11-0648, Records of Coos County, Oregon
In Favor of: Coos-Curry Electric Cooperative, Inc.
For: right-of-way
16. Easement, including terms and provisions contained therein:
Recording Information: January 08, 1996 as Microfilm No. 96-01-0233, Records of Coos County, Oregon
In Favor of: Coos-Curry Electric Cooperative, Inc.
For: right-of-way
17. Notice of Lien, including terms and provisions thereof.
Recorded: January 08, 1996 as Microfilm No. 96-01-0234, Records of Coos County, Oregon
18. This Preliminary Title Report does not include a search for Financing Statements filed in the Office of the Secretary of State, or in a County other than the County wherein the premises are situated and no liability is assumed if a Financing Statement is recorded in the Office of the County Clerk (Recorder) covering timber, fixtures or crops, on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system.
19. Terms, provisions, conditions of the Trust Agreement of Forgatsch Family Living Trust dated October 1, 2008, and any subsequent modifications, a copy of which should be submitted to this office for inspection.

- END OF EXCEPTIONS -

NOTE: We find no judgments or United States Internal Revenue liens against The Lovas Joint Trust UTA DTD 11/13/2002

NOTE: Taxes for the year 2013-2014 PAID IN FULL

Tax Amount: \$144.67
Map No.: 30-15-14 TL 500
Property ID: 1367200
Tax Code No.: 4602

NOTE: Taxes for the year 2013-2014 PAID IN FULL

Tax Amount: \$689.19
Map No.: 30-15-14 TL 500
Property ID: 1367290
Tax Code No.: 4600

Situs Address as disclosed on Coos County Tax Roll:

86814 Sydnam Lane, Bandon, OR 97411

NOTE: Terms, provisions, conditions of the Trust Agreement of Lovas Joint Trust, dated 11/13/2002, and any subsequent modifications, a copy of which should be submitted to this office for inspection.

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!**

RECORDING INFORMATION

Filing Address: **Coos County**
250 North Baxter
Coquille, OR 97423

As of September 28, 2009 Coos County recording fees are as follows:

Recording Fees: \$ **41.00** indexing fee per document
\$ **5.00** for each additional page

Additional fees will be imposed by the county clerk if a document presented for recording fails to meet the requirements established by ORS Chapter 205.

Note: Some documents may have different recording fees, all fees will be established at closing.

cc: The Lovas Joint Trust UTA DTD 11/13/2002

cc: Forgatsch Family Living Trust



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (06/17/06)

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

ALTA OWNER'S POLICY (06/17/06)

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

SCHEDULE OF STANDARD 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. 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, 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 subject 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.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

TI 149 Rev. 7-22-08



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Form 50-PRIVACY (9/1/10)

Page 1 of 1

Privacy Information (2001-2010 First American Financial Corporation)

Exhibit "A"

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

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 15, WEST OF THE WILLAMETTE MERIDIAN IN COOS COUNTY, OREGON.

ALSO, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 15, WEST OF THE WILLAMETTE MERIDIAN IN COOS COUNTY, OREGON, EXCEPTING THEREFROM THE FOLLOWING:

ALSO: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 33 SOUTH, RANGE 15 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE SOUTH 0° 39' 33" WEST ALONG THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 553.00 FEET TO A 3/4 INCH IRON ROD AS SHOWN ON SURVEY 42 A 54, SAID IRON ROD ALSO BEING NORTH 0° 39' 33" EAST, 755.27 FEET, MORE OR LESS, FROM THE TRUE POINT OF BEGINNING OF A BOUNDARY LINE AGREEMENT AND QUITCLAIM DEED RECORDED ON MICROFILM REEL NO. 82-5-4200, COOS COUNTY, OREGON RECORDS; THENCE ALONG SAID BOUNDARY LINE AGREEMENT NORTH 89° 18' 32" WEST, 326 FEET TO A 3/4 INCH IRON ROD; THENCE NORTH 2° 52' 38" WEST, 336.73 FEET, MORE OR LESS, TO A 3/4 INCH IRON ROD; THENCE NORTH 89° 18' 32" WEST, 943.28 FEET, MORE OR LESS, TO A 3/4 INCH IRON ROD ON THE NORTH-SOUTH CENTER LINE OF SAID SECTION 14; THENCE NORTH 0° 45' 09" EAST, 241 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14; AND THE TERMINUS OF THE COMMON BOUNDARY; THENCE SOUTH 89° 18' 32" EAST, 1292.71 FEET TO THE POINT OF BEGINNING.

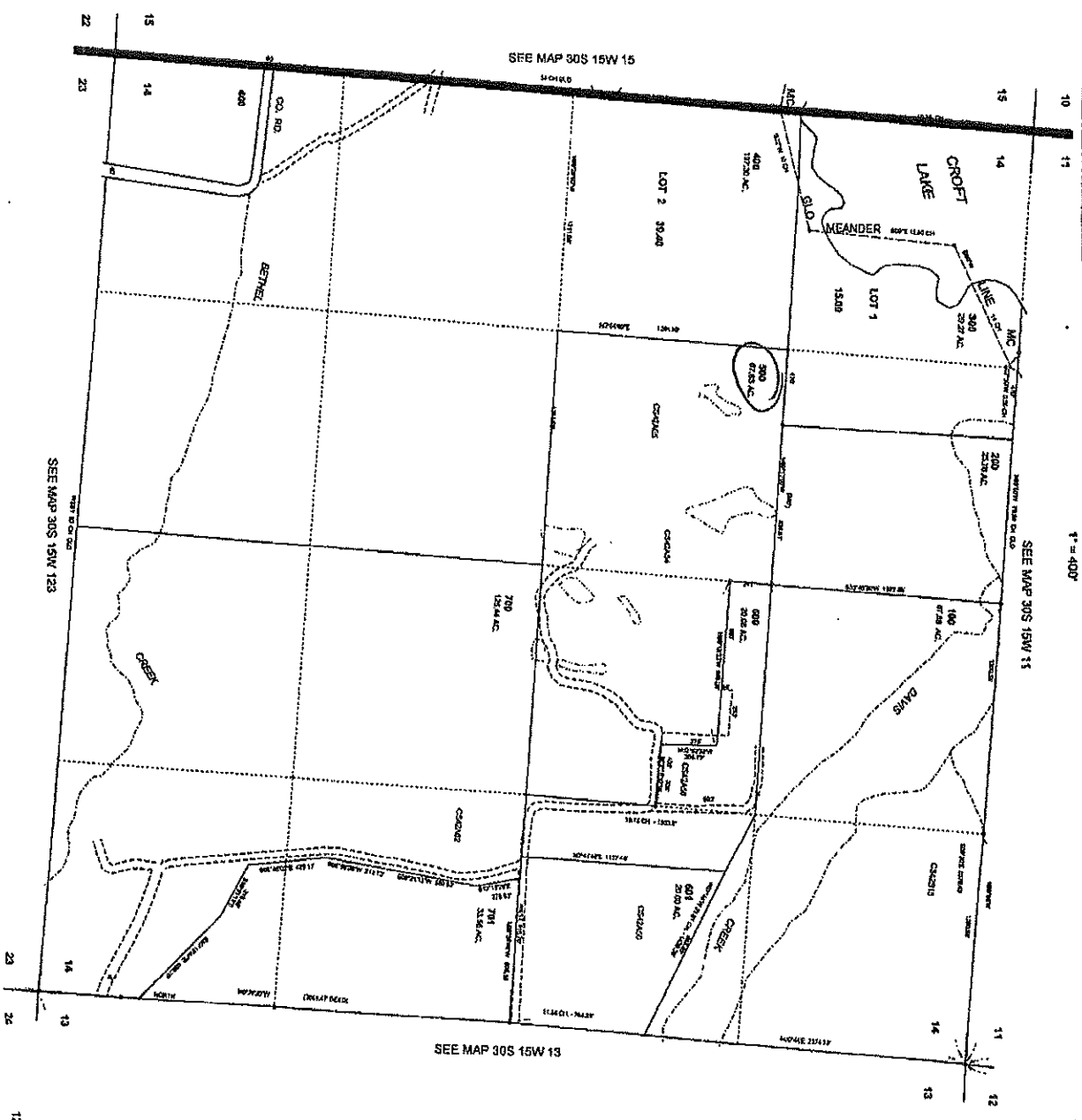
ALSO, GRANTING UNTO THE BUYERS THE RIGHT TO USE A PERMANENT RIGHT OF WAY AND EASEMENT FOR POWER LINE PURPOSES AS RESERVED IN MEMORANDUM OF LAND SALE CONTRACT DATED MAY 1, 1978, BETWEEN GLADE M. KREWSON AS SELLER AND NATHAN D. HOLT AND CAROLINE D. HOLT, HUSBAND AND WIFE, RECORDED MAY 3, 1978 AS MICROFILM NO. 78-4-4707, AS BUYERS, AS RECORDED IN RECORDS OF COOS COUNTY, OREGON.

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

SECTION 14 T30S R15W W.M.
COOS COUNTY

1" = 400'

30S 15W 14
CANCELLED NO.
501
602



12-17-2008
30S 15W 14

95040
1955, ALBERT A. MEYER and PANSY E. MEYER, husband and wife.

Grantor
to the effect of DEED NO. 1100
WILLIAM F. JOHNSTON and OPAL M. JOHNSTON, husband and wife.

Grantor
do hereby grant, bargain, sell and convey unto the said grantees, heirs and assigns, all the title and good property, with the tenements, hereditaments and appurtenances, situated in the County of COOS and State of Oregon, bounded and described as follows, to-wit:

Land situated in Coos County, Oregon described as follows: Beginning at the Southeast corner of the Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) of Section fourteen (14), Township thirty (30) South, Range fifteen (15) West of the Willamette Meridian; thence North along the section line 178.83 chains; thence North 67° 45' West 21.61 chains to west line of East half (E 1/2) of the Northeast quarter (NE 1/4); thence South 19° 25' chains along the West line of East half (E 1/2) of Northeast quarter (NE 1/4) to the East and West quarter section line; thence East 20 chains to place of beginning, together with an easement 20 feet wide in East half (E 1/2) of Northeast quarter (NE 1/4) of Section fourteen (14), Township thirty (30) South, Range fifteen (15) West of the Willamette Meridian for pipe line and pumping station from North boundary above described tract to Davis Creek, excepting that particular right-of-way easement granted unto Coos-Curry Electric Cooperative, Inc., a cooperative corporation, whose post-office address is Coquille, Oregon and to its successors or assigns, by Albert A. Meyer and Pansy E. Meyer, on the 22nd day of March, 1946.

To have and to hold the above described and granted premises unto the said grantees, heirs and assigns forever.

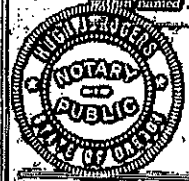
And the grantor do covenant (but not warranty) seized in fee simple of the above granted premises free from all encumbrances.

and that we will and lawfully execute and administer, shall warrant and defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

Witness our hands and seals this 1st day of November, 1955.

Albert Meyer (GRN)
Pansy E. Meyer (GRN)

STATE OF OREGON,
County of Coos
On this 1st day of November, 1955,
before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named ALBERT A. MEYER and PANSY E. MEYER, husband and wife,



who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Joseph J. Glass
Notary Public for Oregon
My Commission expires 1959

WARRANTY DEED
ALBERT A. MEYER, GRN
to PANSY E. MEYER
WILLIAM F. JOHNSTON, GRN

95040

STATE OF OREGON,
County of Coos

I certify that the within instrument was received for record on the day of NOV 19, 1955, at 11:00 A.M. and recorded in book 222 on page 116 of Record of Deeds of said County. Witness my hand this 1st day of County of Coos.

GEORGIANN A. COGAN

By: [Signature]

TITLE GUARANTEE & ABSTRACT CO.
COQUILLE, ORE.

825 4200

BOUNDARY LINE AGREEMENT AND QUIT CLAIM DEED

WHEREAS, Thomas C. Forgatsch and Virginia R. Forgatsch, husband and wife, by virtue of a land sales contract, memorandum of which is recorded at 79-4-5340 and a warranty deed which is recorded at 81-2-4675, records of Coos County, Oregon, are the owners of certain real property in Coos County, Oregon, and Kenneth William Daoust and Earla J. Daoust, husband and wife, by virtue of a warranty deed recorded at 80-1-1039 and a warranty deed recorded at 80-1-1040, records of Coos County, Oregon, are the owners of real property in Coos County, Oregon, and

WHEREAS, both the Forgatsches and the Daousts trace their title to Glade N. Krewson, their common grantor, and

WHEREAS, certain differences have arisen between the legal description of the real property and the land actually intended to be conveyed by the parties common grantor, Glade N. Krewson, and

WHEREAS, the parties desire to enter into a boundary line agreement more particularly defining the common boundary between them, and providing for the maintenance of fencing on that common boundary.

NOW, THEREFORE, Thomas C. Forgatsch and Virginia R. Forgatsch, husband and wife grant, bargain, sell, quitclaim and convey unto Kenneth William Daoust and Earla J. Daoust, all of that certain real property located North and East of the line described in Exhibit A attached hereto and incorporated herein, and Kenneth William Daoust and Earla J. Daoust, husband and wife, grant, bargain, sell and

ORIG MAY 4

4

- 1 -

14-30-15

54200

DEC 20 1982

DEC 20 1982

DEC 20 1982

82 5 4201

quitclaim and convey unto Thomas C. Forgatsch and Virginia R. Forgatsch, husband and wife, all of that certain real property located South and West of the line described in Exhibit A attached hereto and incorporated herein.

FURTHER, Forgatsches and Daousts grant to each other an easement five feet in width on either side of the line described in Exhibit A for the purposes of constructing and maintaining boundary line fences.

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

The actual consideration consists of or includes other property or value given or promised which is the whole consideration.

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

IN WITNESS WHEREOF, the parties have executed this agreement this 12th day of November, 1982.

Thomas C. Forgatsch
Thomas C. Forgatsch
Virginia R. Forgatsch
Virginia R. Forgatsch

STATE OF OREGON)
COUNTY OF COOS) ss.

Aug 25, 1982.

Personally appeared the above named Thomas C. Forgatsch and Virginia R. Forgatsch and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:

Robert J. [Signature]
Notary Public for Oregon
My Commission Expires *8/2/85*

- 2 -

54201

DEC 29 1982

82 5 4202

Kenneth William Daoust
Kenneth William Daoust

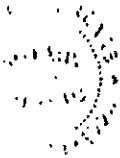
Earla J. Daoust
Earla J. Daoust

STATE OF OREGON)
COUNTY OF COOS) SS.

November 15, 1982

Personally appeared the above named Kenneth William Daoust and Earla J. Daoust, and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:

Pauline E. Blake
Notary Public for Oregon
My Commission Expires 2-28-84



- 3 -

54202

DEC 29 1982

82 5 4203

EXHIBIT A
DESCRIPTION OF A COMMON BOUNDARY LINE

Beginning at the NE corner of the SW 1/4 of the NE 1/4 of Section 14, Township 30 South, Range 15 West of the Willamette Meridian, Coos County, Oregon; thence South along the East line of said SW 1/4 of the NE 1/4, 1312.27 feet, more or less, to an existing fence line and the true point of beginning; thence North 0° 39' 33" East 755.27 feet, more or less, to a 3/4 inch rebar; thence North 89° 18' 32" West 326 feet to a 3/4 inch rebar; thence North 2° 52' 38" West 376.73 feet, more or less, to a 3/4 inch rebar; thence North 89° 18' 32" West 943.28 feet, more or less, to a 3/4 inch rebar set on a North-South centerline of Section 14; thence North 0° 45' 9" East 241 feet to a 3/4 inch rebar and the terminus of the common boundary.

Kenneth William Daoust Thomas C. Forgatech
Kenneth William Daoust Thomas C. Forgatech
Earle J. Daoust Virginia J. Forgatech
Earle J. Daoust Virginia J. Forgatech

STATE OF OREGON,

FORM NO. 22 - ACKNOWLEDGMENT
FOR REAL PROPERTY INTERESTS

County of Coos

BE IT REMEMBERED, That on this 29th day of November, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Kenneth William Daoust and Earle J. Daoust.

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

Caroline D. Blake
Notary Public for Oregon
My Commission expires 2-15-84

Forgatech
Exhibit A

54203

DEC 29 1982

RIGHT-OF-WAY EASEMENT

W.O.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, for a good and valuable consideration, receipt thereof acknowledged, do hereby grant unto COOS-CURRY ELECTRIC COOPERATIVE, INC., a cooperative corporation whose post office address is P.O.B. 1268, Port Orford, Oregon, and to its successors or assigns, the right to enter upon the land of the undersigned, situated in the County of Coos, State of Oregon, described as follows:

The Southeast quarter of the Northwest quarter of Section 14, Township 30 South, Range 15, West of the Willamette Meridian in Coos County, Oregon.

ALSO, the Southwest quarter of the Northeast quarter of Section 15, Township 30 South, Range 15, West of the Willamette Meridian in Coos County, Oregon, excepting therefrom the following:

Beginning at the Northeast corner of the Southwest quarter of the Northeast quarter of Section 14, Township 30 South, Range 15, west of the Willamette Meridian in Coos County, Oregon; thence South along the East line of said Southwest quarter of the Northeast quarter, a distance of 553 feet; thence west parallel to the North line of said Southwest quarter of the Northeast quarter 405 feet; thence North parallel to the East line of said Southwest quarter of the Northeast quarter 378 feet; thence West parallel to the North line of said Southwest quarter of the Northeast quarter 255 feet; thence South parallel to the East line of said Southwest quarter of the Northeast quarter 66 feet; thence West parallel to the North line of the South half of the North half of said Section 14, a distance of 660 feet; thence North to the North line of said South half of the North half of Section 14; thence East along said North line to the point of beginning.

89 08 2048

and to construct, reconstruct, operate and maintain on the above described land and/or upon all streets, road, or highways abutting said land, an electric transmission or distribution line or system.

- OVERHEAD SYSTEM : To remove and trim trees and brush to the extent necessary to keep said electric line or system clear and to cut down from time to time all dead, weak, leaning or danger trees that are tall enough to strike the wire in falling.
- UNDERGROUND SYSTEM : To remove and trim trees and brush to the extent necessary in the event maintenance is required.

The undersigned covenant that they are owners of the above described lands and that said lands are free and clear of all encumbrances and liens whatsoever character, except those held by the following persons:

IN WITNESS THEREOF, the undersigned have set their hands and seal this 31 day of August, 1989.

OWNER'S SIGNATURE:

Thomas C. Forgatsch
Virginia R. Forgatsch

STATE OF OREGON
County of Curry

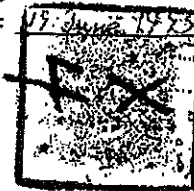
BE IT REMEMBERED, that on this 31 day of August, 1989, personally appeared the within named Thomas C and Virginia R Forgatsch and acknowledged to me that They executed the foregoing freely and voluntarily.

(This Space Reserved For Recording Label)

State of Oregon
County of Coos 89-08-2048
I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at 2:10 pm Aug 24, 1989
By D. Taylor Deputy
Pages 1 Fee \$ 5.2

Custer H. Bunn
Notary Public for Oregon

My Commission Expires: 19 June 1993
NOTARIAL SEAL:



COO M T
AUG 24 1989
2018

3/86

AUG 24 1989

WILLAMETTE MERIDIAN

O. 4863

LIEN made 31 day of Aug, 1989, by a agent:
Thomas C. and Virginia R. Forgasch

hereinafter referred to and designated as "OWNER" to COOS-CURRY ELECTRIC COOPERATIVE, INC., an Oregon Cooperative corporation, hereinafter referred to as "LIENOR".

WITNESSETH that OWNER, in consideration of COOPERATIVE providing electrical distribution facilities as set forth in Distribution Line Extension Contract of this date, does hereby grant, bargain, sell and convey unto LIENOR, its successor and assigns, a lien on that certain real property situated in Coos County, State of Oregon, bounded and described as follows:

The Southeast quarter of the Northwest quarter of Section 14, Township 30 South, Range 15, West of the Willamette Meridian in Coos County, Oregon.

ALSO the Southwest quarter of the Northeast quarter of Section 14, Township 30 South, Range 15, West of the Willamette Meridian in Coos County, Oregon, excepting therefrom the following:

Beginning at the Northeast corner of the Southwest quarter of the Northeast quarter of Section 14, Township 30 South, Range 15, West of the Willamette Meridian in Coos County, Oregon; thence South along the East line of said Southwest quarter of the Northeast quarter, a distance of 553 feet; thence West parallel to the North line of said Southwest quarter of the Northeast quarter 405 feet; thence North parallel to the East line of said Southwest quarter of the Northeast quarter 378 feet; thence West parallel to the North line of said Southwest quarter of the Northeast quarter 255 feet; thence South parallel to the East line of said Southwest quarter of the Northeast quarter 66 feet; thence West parallel to the North line of the South half of the North Half of said Section 14, a distance of 660 feet; thence North to the North line of said South half of the North half of Section 14; thence East along said North line to the point of beginning.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging at any time during the term of this lien.

TO HAVE AND TO HOLD, the said premises with the purtenances attached, unto the said LIENOR, provided if owner keeps and performs the agreements by it contained in said Distribution Line Extension Contract, and pays the amounts according to its terms and tenor, this lien shall be void, but otherwise shall remain in full force as a lien to secure the performance of the covenants herein, and payment of said Distribution Line Extension Contract. In the event said contract is not performed and paid according to its terms and tenor, this lien may be foreclosed for principal, interest, and all sums due LIENOR, and in the event suit or action be instituted to foreclose this lien, the owner agrees to pay all reasonable costs incurred by LIENOR for title reports and title search, all statutory costs and disbursements, and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fee in such suit or action, and if appeal is taken from any judgment or decree entered thereon, owner further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this agreement and included in the decree of foreclosure.

IN WITNESS WHEREOF said owner has hereunto set his hand the day and year first above written.

COOS-CURRY ELECTRIC COOPERATIVE, INC.

OWNER:

By [Signature]
General Manager

Thomas C. Forgasch
Virginia R. Forgasch

STATE OF OREGON)
County of)

Personally appeared the above named: Thomas C and Virginia R. Forgasch
and acknowledged the foregoing instrument to be their voluntary act and deed.

State of Oregon
County of Coos
I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record
2:40 pm Aug 24, 1989
By [Signature] Deputy
Pages 1-2

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires:



89 08 2049

AUG 2 1989
COOS COUNTY

Work Order No. 942181

(Space reserved for recording number)

94 11 0648

RIGHT-OF-WAY EASEMENT 30-15-14

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, for a good and valuable ^{TL 500+6} consideration, receipt thereof acknowledged, do hereby grant unto COOS-CURRY ELECTRIC COOPERATIVE, INC., a cooperative corporation whose po office address is P.O.B. 1268, Port Orford, Oregon, and to its successors or assigns, the right to enter upon the land of th undersigned, situated in the County of Coos, State of Oregon, as described in the official County Records.

Instrument No. _____, being located in Township 30 South, Range 15 West, Section 14 and more particularly described as follows:
The Southeast quarter of the Northwest quarter of Section 14, Township 30 South, Range 15, West of the Willamette Meridian in Coos County, Oregon.

ALSO, the Southwest quarter of the Northeast quarter of Section 14, Township 30 South, Range 15, West of the Willamette Meridian in Coos County, Oregon, excepting therefrom the following:

Beginning at the Northeast corner of the Southwest quarter of the Northeast quarter of Section 14, Township 30 South, Range 15, west of the Willamette Meridian in Coos County, Oregon; thence South along the East line of said Southwest quarter of the Northeast quarter, a distance of 553 feet; thence west parallel to the North line of said Southwest quarter of the Northeast quarter 405 feet; thence North parallel to the East line of said Southwest quarter of the Northeast quarter 378 feet; thence West parallel to the North line of said Southwest quarter of the Northwest quarter 255 feet; thence South parallel to the East line of said Southwest quarter of the Northeast quarter 66 feet; thence West parallel to the North line of the South half of the North half of said Section 14, a distance of 660 feet; thence North to the North line of said South half of the North half of Section 14; thence East along said North line to the point of beginning. 70 Acres more or Less TL 500

and to construct, reconstruct, operate and maintain on the above described land and/or upon all streets, roads or highways abutting said land, an electric transmission or distribution line or system.



OVERHEAD SYSTEM:

To remove and trim trees and brush within 20 feet of electric facilities and to remove all dead, wet leaning and other dangerous trees beyond that distance which are tall enough to strike the facilities in falls. Also, to require that no fence or structure be constructed within 10 feet of the base of any pole.



UNDERGROUND SYSTEM:

To remove and trim trees and brush within 10 feet of electric facilities and to require that no structure foundation, pad driveway and the like be constructed over the facilities. Also, no fence located closer th 5 feet from the centerline of the facility.

Owners covenant that they, their heirs, successors & assigns shall not site fences or structures upon this right-of-way that attach to or interfere with acc to the electric facilities or violate the clearance provisions of the then current edition of the National Electrical Safety Code. Further, the undersigned coven they are owners of the above described lands and that said lands are free and clear of all encumbrances and liens whatsoever character, except those held the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands this 14 day of September, 1994

OWNER SIGNATURE(S):

Thomas C Forrester Virginia R Forrester

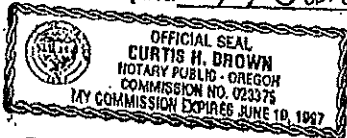
STATE OF OREGON

County of Coos

BE IT REMEMBERED on this 14 day of September 1994, personally appeared the within named Thomas C Virginia R Forrester and acknowledged to me that they executed the foregoing freely and voluntarily.

Curtis H Brown
Notary Public for Oregon

My Commission Expires: 19 June 1997



(NOTARY SEAL)

Return To:

County Label - DO NOT WRITE IN THIS SPACE!

RECORDING # 94110648

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

11:53 ON 11/21/1994
J. WILSON

By _____ Deputy

#pages 1 Fee \$ 13.00

NOV 21 94

Work Order No. 952156

96 01 0233

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, for a good and valuable consideration, receipt ther acknowledged, do hereby grant unto COOS-CURRY ELECTRIC COOPERATIVE, INC., a cooperative corporation whose office address is P.O.B. 1268, Port Orford, Oregon, and to its successors or assigns, the right to enter upon the land of undersigned, situated in the County of Coos, State of Oregon, as described in the official County Record

Instrument No. _____, being located in Township 30 South, Range 15 West, Section 14 and more particularly described as follows: Tax Lot 500

The Southeast quarter of the Northwest quarter of Section 14, Township 30 South, Range 15, West of the Willamette Meridian in Coos County, Oregon.

ALSO, the Southwest quarter of the Northeast quarter of Section 14, Township 30 South, Range 15, West of the Willamette Meridian in Coos County, Oregon, excepting therefrom the following:

Beginning at the Northeast corner of the Southwest quarter of the Northeast quarter of Section 14, Township 30 South, Range 15, west of the Willamette Meridian in Coos County, Oregon; thence South along the East line of said Southwest quarter of the Northeast quarter, a distance of 553 feet; thence west parallel to the North line of said Southwest quarter of the Northeast quarter 405 feet; thence North parallel to the East line of said Southwest quarter of the Northeast quarter 378 feet; thence West parallel to the North line of said Southwest quarter of the Northeast quarter 255 feet; thence South parallel to the East line of said Southwest quarter of the Northeast quarter 66 feet; thence West parallel to the North line of the South half of the North half of said Section 14, a distance of 660 feet; thence North to the North line of said South half of the North half of Section 14; thence East along said North line to the point of beginning.

and to construct, reconstruct, operate and maintain on the above described land and/or upon all streets, roads or highways abutting said land, an electric transmission or distribution line or system.

30-15-14 TL 500

OVERHEAD SYSTEM:

To remove and trim trees and brush within 20 feet of electric facilities and to remove all dead, leaning and other dangerous trees beyond that distance which are tall enough to strike the facilities in the future, to require that no fence or structure be constructed within 10 feet of the base of any pole.

UNDERGROUND SYSTEM:

To remove and trim trees and brush within 10 feet of electric facilities and to require that no structure, foundation, pad driveway and the like be constructed over the facilities. Also, no fence located closer than 3 feet from the centerline of the facility.

Owners covenant that they, their heirs, successors & assigns shall not site fences or structures upon this right-of-way that attach to or interfere with or to the electric facilities or violate the clearance provisions of the then current edition of the National Electrical Safety Code. Further, the undersigned covenants that they are owners of the above described lands and that said lands are free and clear of all encumbrances and liens whatsoever character, except those in the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands this 29 day of September, 1996

OWNER SIGNATURE(S):

Thomas C. Forgatsch Virginia R. Forgatsch

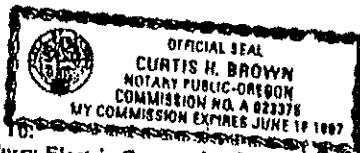
STATE OF OREGON

County of Coos

BE IT REMEMBERED on this 29 day of September, 1996, personally appeared the within named Thomas C. and/or Virginia R. Forgatsch and acknowledged to me that They executed the foregoing freely and voluntarily.

Curtis H. Brown
Notary Public for Oregon

My Commission Expires: 19 June 1997



(NOTARY SEAL)

Return To: Coos Curry Electric Cooperative, Inc.

County Label - DO NOT WRITE IN THIS SPACE

RECORDING # 96010233

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

1:54 PM ON 01/08/1996
H. BRIGHT

By _____ Deputy

pages 1 Fee \$ 13.00

Work Order No. 952156

96 01 0234

(This space reserved for recording number)

NOTICE OF LIEN

THIS LIEN, made this 29 day of September, 19 95, by and between:

Thomas C. and/or Virginia R. Forgatsch
hereinafter referred to and designated as "OWNER", to COOS-CURRY ELECTRIC COOPERATIVE, INC., an Oregon Cooperative corporation, hereinafter referred to as "LIENOR."

WITNESSETH that OWNER, in consideration of LIENOR providing electrical distribution facilities as set forth in Distribution Line Extension Contract of this date, does hereby grant, bargain, sell and convey unto LIENOR, its successors and assigns, a lien on that certain real property situated in Coos County, State of Oregon, as described in the County Records at Instrument No. _____, being located in Township 30 South, Range 15 West, Section 14, and more particularly described as follows: The southeast quarter of the Northwest quarter of Sec 14, TWP 30 South, Range 15, West of the Willamette Meridian in Coos county, Oregon.
ALSO, the Southwest quarter of the Northeast quarter of Sect. 14, TWP 30 South, Range 15, West of the Willamette Meridian in Coos county, Oregon, excepting therefrom the following: Beginning at the Northeast corner of the Southwest quarter of the Northeast quarter of Sec. 14, TWP 30 South, Range 15, West of the Willamette Meridian in Coos County, Oregon; thence South along the East line of said Southwest quarter of the Northeast quarter, a distance of 553 feet; thence West parallel to the North line of said Southwest quarter of the Northeast quarter 405 feet; thence North parallel to the East line of said Southwest quarter of the Northeast quarter 378 feet; thence West parallel to the North line of said Southwest quarter of the Northeast quarter 255 feet; thence South parallel to the East line of said Southwest quarter of the Northeast quarter 66 feet; thence West parallel to the North line of the South half of the North half of said Sec 14, a distance of 660 feet; thence North to the North line of said South half of said South half of the North half of Section 14; thence East along said North line to the point of beginning.

Tax Lot 500

Estimated amount of this lien \$ 5,354.43 (Costs will be adjusted upon job completion)

30-15-14
TL 500

together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging at any time during the term of this lien.

TO HAVE AND TO HOLD, the said premises with the pertences attached, unto the said LIENOR, provided if OWNER keeps and performs the agreements by it contained in said Distribution Line Extension Contract, and pays the amounts according to its terms and tenor, this lien shall be void, but otherwise shall remain in full force as a lien to secure the performance of the covenants herein, and payment of said Distribution Line Extension Contract. In the event said contract is not performed and paid according to its terms and tenor, this lien may be foreclosed for principal, interest, and all sums due LIENOR, and in the event suit or action be instituted to foreclose this lien, the owner agrees to pay all reasonable costs incurred by LIENOR for title reports and title search, all statutory costs and disbursements, and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fee in such suit or action, and if appeal is taken from any judgment or decree entered thereon, OWNER further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this agreement and included in the decree of foreclosure.

IN WITNESS WHEREOF, said OWNER has hereunto set his hand the day and year first above written.

OWNER(S): Thomas C. Forgatsch
Virginia R. Forgatsch

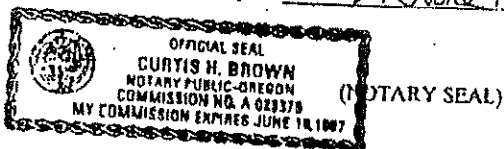
COOS-CURRY ELECTRIC COOPERATIVE, INC.

General Manager

STATE OF OREGON }
County of Coos }

BE IT REMEMBERED on this 29 day of September, 19 95, personally appeared the within named Virginia R. and/or Thomas C. Forgatsch and acknowledged to me that They executed the foregoing freely and voluntarily.

Curtis H. Brown
Notary Public for Oregon
My Commission Expires: 19 June 1997



County Label - DO NOT WRITE IN THIS SPACE

RECORDING # 96010234

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

1:54 ON 01/08/1996
M. BRIGHT Deputy

pages 1 Fee \$ 13.00



First American Title Company of Oregon

780 Second St SE, Ste 2 • Bandon, OR 97411

Office Phone:(541)347-7042 Office Fax:(541)347-9188

Buyer's Estimated Settlement Statement

Property: 86814 Sydnam Lane, Bandon, OR 97411 **File No:** 7132-2325225
Officer: Katy Downard/kad
Estimated Settlement Date: 10/25/2014
Disbursement Date:
Print Date: 10/16/2014, 12:17 PM

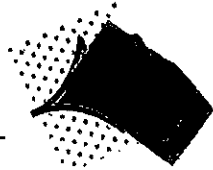
Buyer: Bandon Black Moon Farms, LLC
Address: 681 Norante Court, Pleasanton, CA 94566
Seller: Forgatsch Family Living Trust
Address: 86814 Sydnam Lane, Bandon, OR 97411

Charge Description	Buyer Charge	Buyer Credit
Consideration:		
Total Consideration	530,000.00	
Deposits in Escrow:		
Receipt No. 71324573 on 09/29/2014 by The Lovas Joint Trust UTA DTD 11/13/2002		20,000.00
Receipt No. 71324597 on 10/16/2014 by Bandon Black Moon Farms, LLC		30,000.00
Prorations:		
County Tax 10/24/14 to 07/01/15 @\$852.13/yr	583.65	
Title/Escrow Charges to:		
Escrow/Closing Fee to First American Title Company of Oregon	675.00	
Record Warranty Deed-First to First American Title Company of Oregon	61.00	
Cash (X From) (To) Buyer		481,219.65
Totals	531,219.65	531,219.65

BUYER(S):

Bandon Black Moon Farms, LLC, an Oregon limited liability company

By: Michael Lovas, President/Treasurer



First American Title Company of Oregon

By: Katy Downard

Initials: MSL



First American



First American Title Company of Oregon
172 Anderson Ave, Ste. 105
Coos Bay, OR 97420
Phn - (541)269-0119
Fax - (541)269-0470

DEBBIE GRABER
TITLE OFFICER
dgrab@firstam.com

APPROVED AND ACCEPTED

DATED

Order No.: 7132-2325225
October 14, 2014

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

KATY DOWNARD, Escrow Officer/Closer
Phone: (541)347-5241 - Fax: (866)493-6614- Email: kdownard@firstam.com
First American Title Company of Oregon
780 Second St SE, Ste 2, Bandon, OR 97411

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Debbie Graber, Title Officer
Toll Free: (541)269-0119 - Direct: (541)269-0119 - Email: dgrab@firstam.com

2nd Amended Preliminary Title Report

2006 ALTA Owners Standard Coverage	Liability \$	530,000.00	Premium \$	1,395.00
2006 ALTA Owners Extended Coverage	Liability \$		Premium \$	
2006 ALTA Lenders Standard Coverage	Liability \$		Premium \$	
2006 ALTA Lenders Extended Coverage	Liability \$		Premium \$	
Endorsement 9, 22 & 8.1			Premium \$	
Govt Service Charge			Premium \$	
Other			Cost \$	
			Cost \$	

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit A attached hereto.

and as of September 22, 2014 at 5:00 p.m., title to the fee simple estate is vested in:

Thomas C. Forgatsch and Virginia R. Forgatsch, as Trustees of the Forgatsch Family Revocable Living Trust, dated October 1, 2008

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

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.

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

- 2. 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, 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 subject 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.

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the company
- B. Affidavit regarding possession
- C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon

6. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.

*Pay
Pay
@ col*

7. Taxes for the year 2014-2015

Tax Amount	\$	852.13
Unpaid Balance:	\$	852.13, plus interest and penalties, if any
Code No.:		4602
Map & Tax Lot No.:		30-15-14 TL 500
Property ID No.:		1367200

8. The assessment roll and the tax roll disclose that the premises herein described were specially assessed as Forest Land pursuant to O.R.S. 321.358 to 321.372. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last five (5) or lesser number of years in which the land was subject to the special land assessment.

9. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.

- 10. Notwithstanding paragraph 4 of the insuring clauses of the policy or policies to be issued, the policy of policies will not insure against loss arising by reason of any lack of a right of access to and from the land.
- 11. Easement, including terms and provisions contained therein:
 Recording Information: November 03, 1955 in Book 246, Page 182, Deed Records of Coos County, Oregon
 In Favor of: Coos-Curry Electric Co-operative, Inc.
 For: power line
- 12. Boundary Line Agreement and the terms and conditions thereof:
 Between: Thomas C. Forgatsch, Virginia R. Forgatsch, Kenneth William Daoust and Earls J. Daoust
 Recording Information: December 20, 1982 as Microfilm No. 82-5-4200, Records of Coos County, Oregon
- 13. Easement, including terms and provisions contained therein:
 Recording Information: August 31, 1989 as Microfilm No. 89-08-2048, Records of Coos County, Oregon
 In Favor of: Coos-Curry Electric Cooperative, Inc.
 For: right-of-way
- 14. Easement, including terms and provisions contained therein:
 Recording Information: November 21, 1994 as Microfilm No. 94-11-0648, Records of Coos County, Oregon
 In Favor of: Coos-Curry Electric Cooperative, Inc.
 For: right-of-way
- 15. Easement, including terms and provisions contained therein:
 Recording Information: January 08, 1996 as Microfilm No. 96-01-0233, Records of Coos County, Oregon
 In Favor of: Coos-Curry Electric Cooperative, Inc.
 For: right-of-way
- 16. This Preliminary Title Report does not include a search for Financing Statements filed in the Office of the Secretary of State, or in a County other than the County wherein the premises are situated and no liability is assumed if a Financing Statement is recorded in the Office of the County Clerk (Recorder) covering timber, fixtures or crops, on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system.
- 17. Terms, provisions, conditions of the Trust Agreement of Forgatsch Family Living Trust dated October 1, 2008, and any subsequent modifications, a copy of which should be submitted to this office for inspection.

Handwritten initials

- END OF EXCEPTIONS -

NOTE: We find no judgments or United States Internal Revenue liens against Bandon Black Moon Farms, LLC

NOTE: Taxes for the year 2013-2014 PAID IN FULL

Tax Amount: \$144.67
Map No.: 30-15-14 TL 500
Property ID: 1367200
Tax Code No.: 4602

NOTE: Taxes for the year 2013-2014 PAID IN FULL

Tax Amount: \$689.19
Map No.: 30-15-14 TL 500
Property ID: 1367290
Tax Code No.: 4600

Situs Address as disclosed on Coos County Tax Roll:

86814 Sydnam Lane, Bandon, OR 97411

NOTE: Terms, provisions, conditions of the Trust Agreement of Lovas Joint Trust, dated 11/13/2002, and any subsequent modifications, a copy of which should be submitted to this office for inspection.

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!**

RECORDING INFORMATION

Filing Address: **Coos County**
250 North Baxter
Coquille, OR 97423

As of September 28, 2009 Coos County recording fees are as follows:

Recording Fees: \$ **41.00** indexing fee per document
\$ **5.00** for each additional page

Additional fees will be imposed by the county clerk if a document presented for recording fails to meet the requirements established by ORS Chapter 205.

Note: Some documents may have different recording fees, all fees will be established at closing.

cc: Bandon Black Moon Farms, LLC
cc: Forgatsch Family Living Trust



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (06/17/06)

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

ALTA OWNER'S POLICY (06/17/06)

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

SCHEDULE OF STANDARD 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. 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, 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 subject 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.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

TI 149 Rev. 7-22-08



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Form 50-PRIVACY (9/1/10)

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Privacy Information (2001-2010 First American Financial Corporation)

Exhibit "A"

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

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 15, WEST OF THE WILLAMETTE MERIDIAN IN COOS COUNTY, OREGON.

ALSO, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 15, WEST OF THE WILLAMETTE MERIDIAN IN COOS COUNTY, OREGON, EXCEPTING THEREFROM THE FOLLOWING:

ALSO: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 33 SOUTH, RANGE 15 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE SOUTH 0° 39' 33" WEST ALONG THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 553.00 FEET TO A 3/4 INCH IRON ROD AS SHOWN ON SURVEY 42 A 54, SAID IRON ROD ALSO BEING NORTH 0° 39' 33" EAST, 755.27 FEET, MORE OR LESS, FROM THE TRUE POINT OF BEGINNING OF A BOUNDARY LINE AGREEMENT AND QUITCLAIM DEED RECORDED ON MICROFILM REEL NO. 82-5-4200, COOS COUNTY, OREGON RECORDS; THENCE ALONG SAID BOUNDARY LINE AGREEMENT NORTH 89° 18' 32" WEST, 326 FEET TO A 3/4 INCH IRON ROD; THENCE NORTH 2° 52' 38" WEST, 336.73 FEET, MORE OR LESS, TO A 3/4 INCH IRON ROD; THENCE NORTH 89° 18' 32" WEST, 943.28 FEET, MORE OR LESS, TO A 3/4 INCH IRON ROD ON THE NORTH-SOUTH CENTER LINE OF SAID SECTION 14; THENCE NORTH 0° 45' 09" EAST, 241 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14; AND THE TERMINUS OF THE COMMON BOUNDARY; THENCE SOUTH 89° 18' 32" EAST, 1292.71 FEET TO THE POINT OF BEGINNING.

ALSO, GRANTING UNTO THE BUYERS THE RIGHT TO USE A PERMANENT RIGHT OF WAY AND EASEMENT FOR POWER LINE PURPOSES AS RESERVED IN MEMORANDUM OF LAND SALE CONTRACT DATED MAY 1, 1978, BETWEEN GLADE M. KREWSON AS SELLER AND NATHAN D. HOLT AND CAROLINE D. HOLT, HUSBAND AND WIFE, RECORDED MAY 3, 1978 AS MICROFILM NO. 78-4-4707, AS BUYERS, AS RECORDED IN RECORDS OF COOS COUNTY, OREGON.

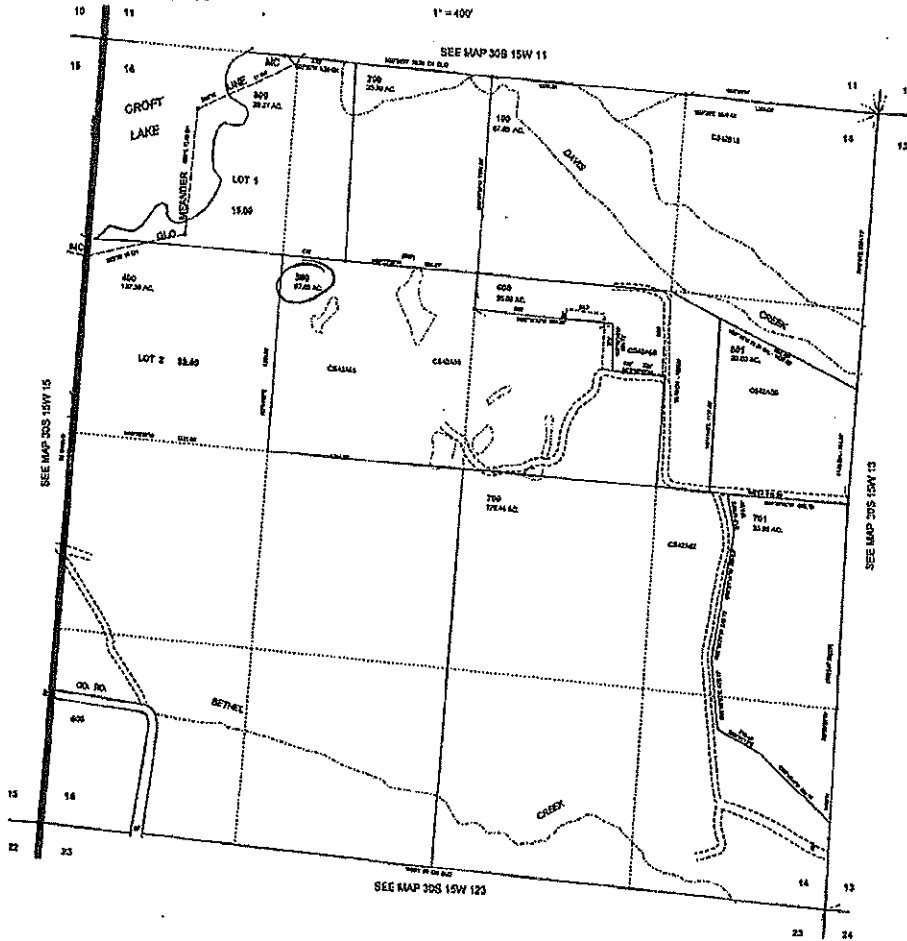
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSES ONLY

SECTION 14 T30S R15W W.M.
COOS COUNTY

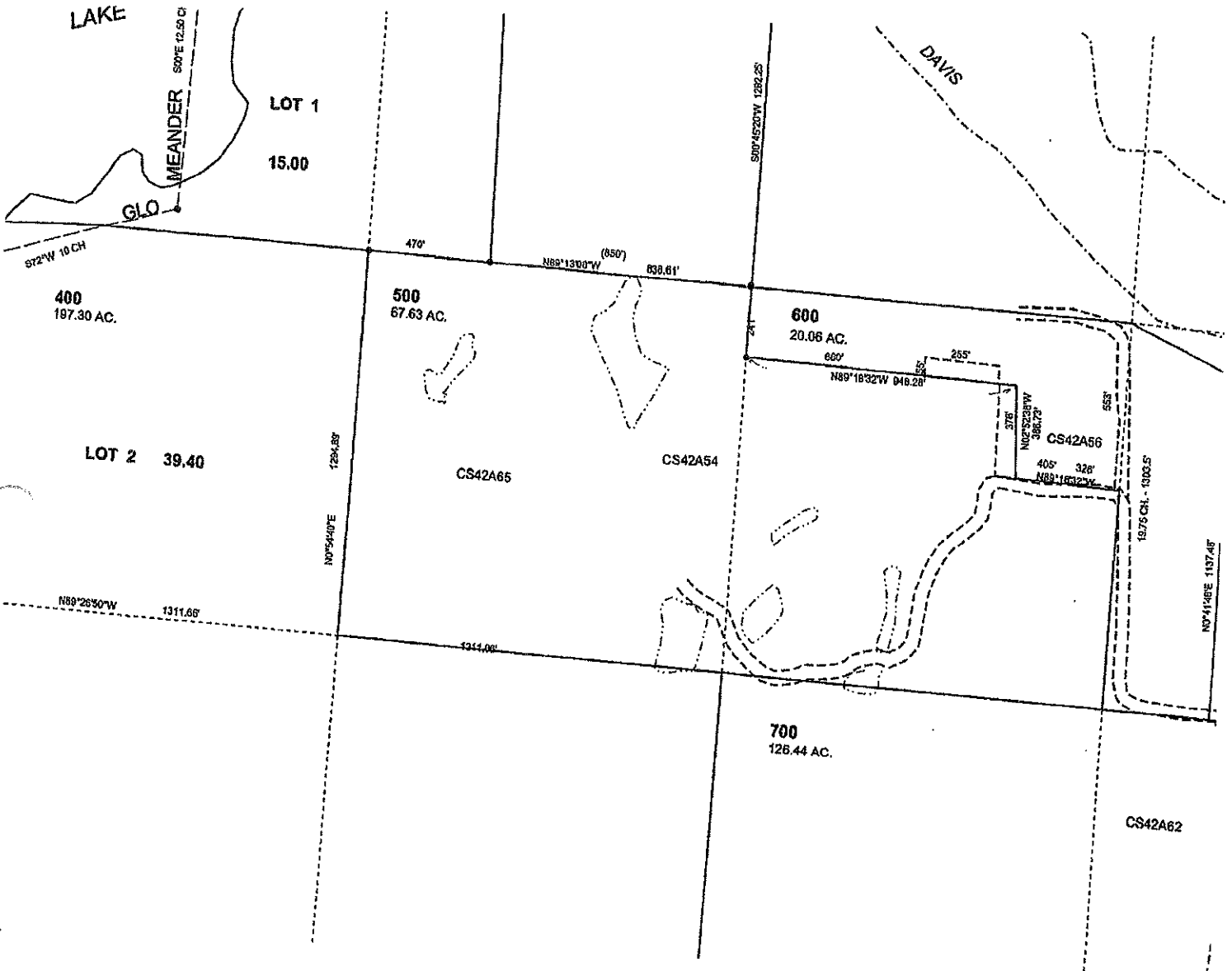
1"=400'

30S 15W 14

CANCELLED NO.
501
602



30S 15W 14



LAKE

DAVIS

LOT 1
15.00

400
197.30 AC.

500
67.63 AC.

600
20.06 AC.

LOT 2 39.40

CS42A65

CS42A54

CS42A56

700
126.44 AC.

CS42A62