



# NOTICE OF LAND USE DECISION

Coos County Planning  
225 N. Adams St.  
Coquille, OR 97423  
<http://www.co.coos.or.us/>  
Phone: 541-396-7770  
Fax: 541-396-1022

This decision notice is required to be sent to the property owner(s), applicant(s), adjacent property owners (distance of notice is determined by zone area – Urban 100 feet, Rural 250 feet, and Resource 750 feet), special taxing districts, agencies with interest, or person that has requested notice. The development is contained within the identified property owners land. Notice is required to be provided pursuant to ORS 215.416. Please read all information carefully as this decision. (See attached vicinity map for the location of the subject property).

NOTICE TO MORTGAGEE, LIENHOLDER, VENDOR OR SELLER: ORS CHAPTER 215 (ORS 215.513) REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST PROMPTLY BE FORWARDED TO THE PURCHASER.

Date of Notice: **Friday, April 17, 2020**

File No: PLA-19-021

Proposal: Request for a land use authorization for a Property Line Adjustment

Applicant(s): Nonda & Gail Henderson                      Chad & Shei Brown  
58327 Fairview Rd    14410 Condor Creek Dr  
Coquille, OR 97423    Bakersfield, CA 93306

Staff Planner: Crystal Orr, Planner I

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Decision: **Approved with Conditions.** All decisions are based on the record. This decision is final and effective at close of the appeal period unless a complete application with the fee is submitted by the Planning Department at 12 p.m. on **Wednesday, April 29, 2020**. Appeals are based on the applicable land use criteria. Civil matters including property disputes outside of the criteria listed in this notice will not be considered. Property line adjustments are subject to Coos County Zoning and Land Development Ordinance (CCZLDO) Article 6.3 Property Line Adjustments. **Civil matters including property disputes outside of the criteria listed in this notice will not be considered. For more information please contact the staff planner listed in this notice.**

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## Property Information

Account Numbers	665900	665907
Map Numbers	27S1224C0-01200	27S1224C0-01202
Property Owners	HENDERSON, NONDA G & GAIL B 58327 FAIRVIEW RD COQUILLE, OR 97423-8730	BROWN, CHAD A & SHEI A 14410 CONDOR CREEK DR BAKERSFIELD, CA 93306-7676
Situs Addresses	58327 FAIRVIEW RD COQUILLE, OR 97423	58375 FAIRVIEW RD COQUILLE, OR 97423
Acreages	3.63 Acres	6.39 Acres
Zonings	EXCLUSIVE FARM USE (EFU) RURAL CENTER (RC)	RURAL CENTER (RC)

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This notice shall be posted from April 17, 2020 to April 29, 2020

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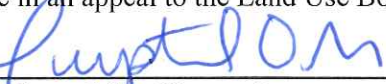
The purpose of this notice is to inform you about the proposal and decision, where you may receive more information, and the requirements if you wish to appeal the decision by the Director to the Coos County Hearings Body. Any person who is adversely affected or aggrieved or who is entitled to written notice may appeal the decision by filing a written appeal in the manner and within the time period as provided below pursuant to Coos County Zoning and Land Development Ordinance (CCZLDO) Article 5.8. If you are mailing any documents to the Coos County Planning Department the address is 250 N. Baxter, Coquille OR 97423. Mailing of this notice to you precludes an appeal directly to the Land Use Board of Appeals.

Mailed notices to owners of real property required by ORS 215 shall be deemed given to those owners named in an affidavit of mailing executed by the person designated by the governing body of a county to mail the notices. The failure of the governing body of a county to cause a notice to be mailed to an owner of a lot or parcel of property created or that has changed ownership since the last complete tax assessment roll was prepared shall not invalidate an ordinance.

The application, staff report and any conditions can be found at the following link: <http://www.co.coos.or.us/Departments/Planning/PlanningDepartment-Applications2019.aspx>. The application and all documents and evidence contained in the record, including the staff report and the applicable criteria, are available for inspection, at no cost, in the Planning Department located at 225 North Adams Street, Coquille, Oregon. Copies may be purchased at a cost of 50 cents per page. The decision is based on the application submittal and information on record. The name of the Coos County Planning Department representative to contact is Crystal Orr, Planner I and the telephone number where more information can be obtained is (541) 396-7770.

Failure of an issue to be raised in a hearing, in person or in writing, or failure to provide statements of evidence sufficient to afford the Approval Authority an opportunity to respond to the issue precludes raising the issue in an appeal to the Land Use Board of Appeals.

Reviewed by:

  
Crystal Orr, Planner I

Date: Friday, April 17, 2020 .

**This decision is authorized by the Coos County Planning Director, Jill Rolfe based on the staff's analysis of the Findings of Fact, Conclusions, Conditions of approval, Application and all evidence associated as listed in the exhibits.**

EXHIBITS

Exhibit A: Conditions of Approval

Exhibit B: Vicinity Map

Exhibit C: Before & After Maps

**The Exhibits below are mailed to the Applicant only. Copies are available upon request or at the following website: <http://www.co.coos.or.us/Departments/Planning/PlanningDepartment-Applications2019.aspx> or by visiting the Planning Department at 225 N. Baxter, Coquille OR 97423. If you have any questions please contact staff at (541) 396-7770.**

Exhibit D: PLA-19-021 Staff Report - **Findings of Fact and Conclusions**

Exhibit E: Comments Received

Exhibit D: Application

**EXHIBIT "A"**  
**CONDITIONS OF APPROVAL**

The applicant shall comply with the following conditions of approval with the understanding that all costs associated with complying with the conditions are the responsibility of the applicants and that the applicants are not acting as an agent of the county. If the applicant fails to comply or maintain compliance with the conditions of approval the permit may be revoked as allowed by the Coos County Zoning and Land Development Ordinance. Please read the following conditions of approval and if you have any questions contact planning staff.

1. All applicable mapping and filing requirements shall be complied with as listed below. If a map is required it shall be submitted to the Surveyor's office with the deeds. The deeds shall not be filed and that map has the appropriate signatures. Copies of all recorded deeds shall be submitted as the final step in the process.
2. Shall comply with any requirements from Coos County Surveyor or Assessor's Office.
3. The applicant shall comply with the conditions of approval for variance (V-19-002):
  - a. The property owner is responsible for ensuring compliance, and land use authorization shall remain recorded in the chain of title. The statement needs to include language that the purchaser of the property has been provided a copy of the land use approval containing all conditions or restrictions understands the obligation and agrees to fulfill the conditions, unless a modification is approved as provided in this ordinance. The property owner is responsible for ensuring compliance, and land use authorization.
  - b. The property shall not be divided along the zone boundary.

Mapping and Filing Requirements

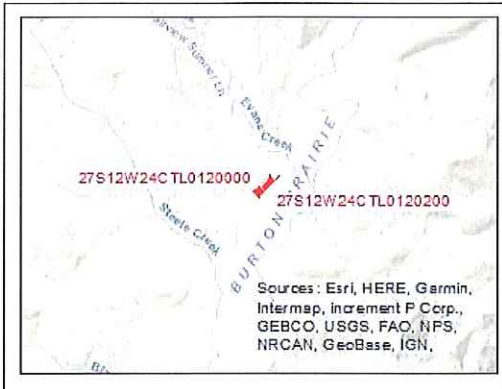
1. Map and Monuments Required:
  - a. For any resulting lot or parcel ten acres or less, a survey map that complies with ORS 209.250 shall be prepared;
  - b. The survey map shall show all structures within ten (10) feet of the adjusted line;
  - c. The survey shall establish monuments to mark the adjusted line.
2. Approval and Filing Requirements:
  - a. Upon determination that the requirements of this section have been met, the Director shall advise the applicant in writing that the line adjustment is tentatively approved;
  - b. Within one year from the date of tentative approval, the applicant shall prepare and submit to the Director any map required by Section 6.2.800(4) and Section 6.2.800(5) if a survey is required. If no map is required, the applicant shall submit proof that the requirements of the tentative approval have been met. The Director shall indicate final approval by endorsement upon the map, if any, or if no map is required the Director shall advise the applicant in writing that final approval has been granted;
  - c. Once endorsed by the Director, the map shall then be submitted to the County Surveyor. When the map is filed, the County Surveyor shall indicate the filing information on the map;
  - d. A line adjustment shall be effective when the map is filed by the County Surveyor and an instrument (e.g. deed or covenant) is recorded with the County Clerk. If no map is required, then the line adjustment shall be effective when final approval is granted by the Director and an instrument is recorded with the County Clerk;
  - e. If a survey is required, the Deed shall be recorded and the Survey Map shall be filed simultaneously. The survey map, with the signature of the Coos County Planning Director shall be submitted to the County Surveyor along with the required filing fee. The survey map will be given a filing number which will be added to the Property Line Adjustment deed. The deed will then be recorded whereupon the recording number for said deed will be added to the face of the survey map. Said map will then be filed with the County Surveyor, completing the process.
  - f. The property line adjustment deed must be submitted on the exact format found in § 6.3.175.f.

**EXHIBIT "B"  
VICINITY MAP**

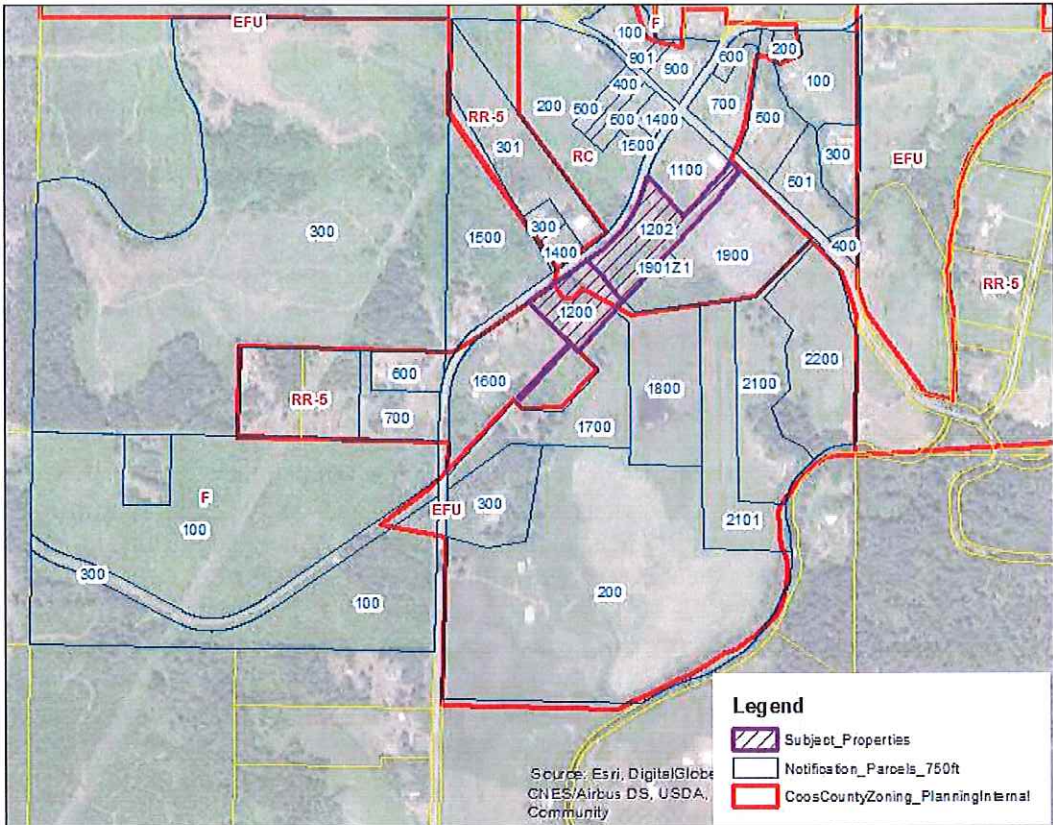


**COOS COUNTY PLANNING DEPARTMENT**

Mailing Address: 250 N. Baxter, Coos County Courthouse, Coquille, Oregon 97423  
 Physical Address: 225 N. Adams, Coquille Oregon  
 Phone: (541) 396-7770  
 Fax: (541) 396-1022/TDD (800) 735-2900

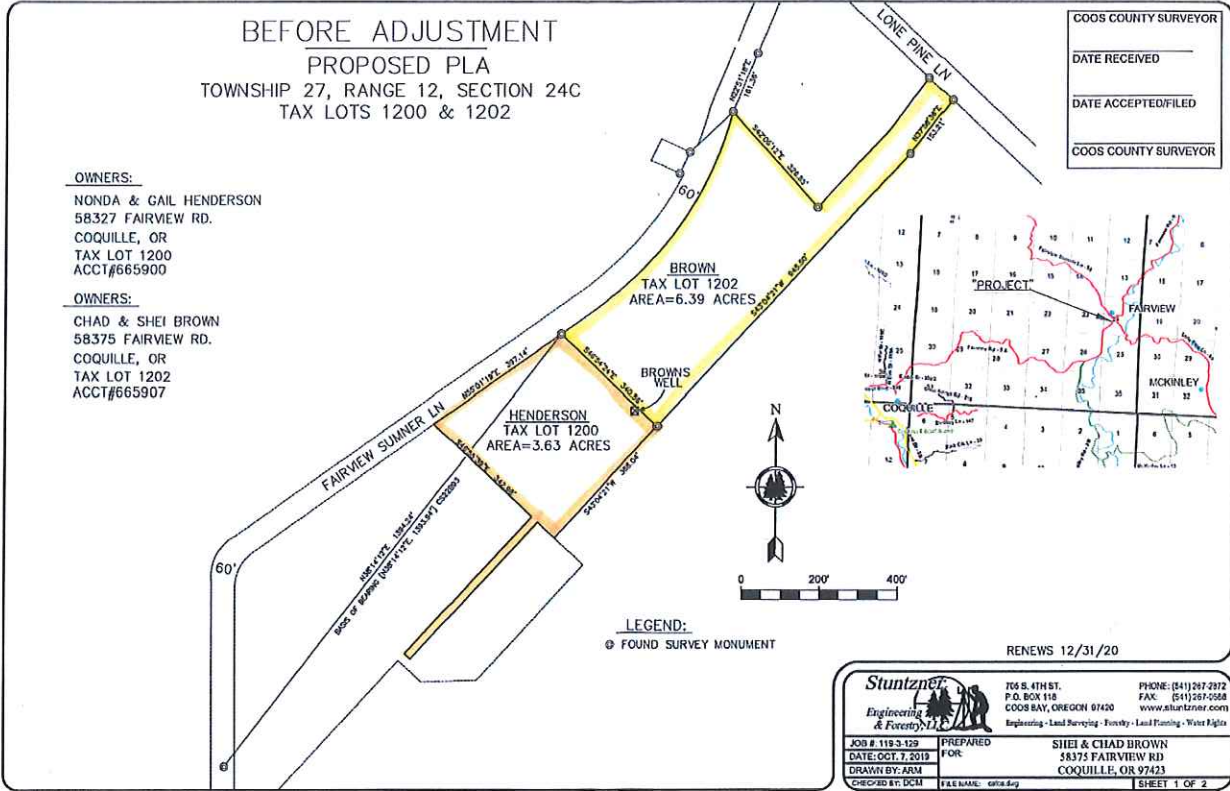


File: V-19-002 / PLA-19-021  
 Applicant/  
 Owner: Chad & Shei Brown  
 Date: March 15, 2020  
 Location: Township 27S Range 12W  
 Section 24C TL 1200 & 1202  
 Proposal: Variance / Property Line Adjustment

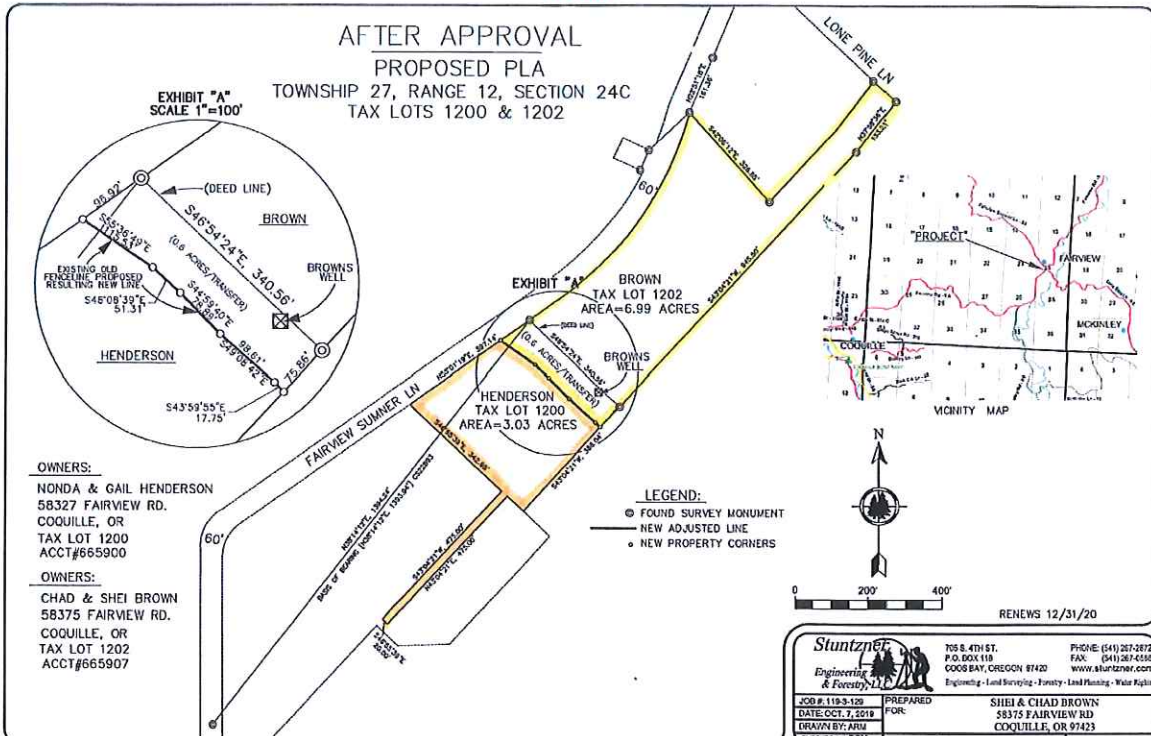


# EXHIBIT "C" BEFORE & AFTER MAPS

Before



After



**EXHIBIT "D"**  
**STAFF REPORT**  
**FINDINGS OF FACT AND CONCLUSIONS**

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**I. PROPOSAL AND BACKGROUND/PROPERTY HISTORY INFORMATION:**

A. According to the application the request is for of a Property Line Adjustment. Part of the adjustment is an encroachment as the well for tax lot 1202 is located on tax lot 1200. The other portion of the adjustment is the property that has been fenced and maintained by tax lot 1202 for years.

**B. BACKGROUND INFORMATION:**

Tax lot 1200 located at 58327 Fairview Road is developed with a 1980 Manufactured Dwelling. The property was given two Zoning Compliance Letters for the following: in 1991 clearance to install a new septic system and in 1992 clearance to add a 12X20 roof over deck and green house accessory to dwelling. On November 13, 2002 a discrete parcel and Property Line Adjustment was approved. The Discrete Parcel created tax lot 1202, and the Property Line Adjustment gave both parcel 1200 and 1202 their current configuration.

Tax lot 1202 located at 58375 Fairview Road is developed with a 2003 Manufactured Dwelling. The property was given a Zoning Compliance Letter in 2002 (ZCL-02-564) to site a manufactured dwelling and install a septic system.

In order to do a Property Line Adjustment a Variance to the standard was required. A Variance application (V-19-002) was approved on April 7, 2020 to allow a variance to the Property Line Adjustment standards and allow an adjustment that crosses zone boundaries. No appeal was received; therefore, this application could move forward for review.

**II. BASIC FINDINGS:**

A. **LOCATION:** These units of land are located northeast of the City of Coquille. The parcels have access off of Fairview Road, which is a Coos County maintained public road.

B. **ZONING:** There are two zones involved in this proposal. Exclusive Farm Use and Rural Center.

**ARTICLE 4.2 – ZONING PURPOSE AND INTENT**

*SECTION 4.2.200 MIXED COMMERCIAL-RESIDENTIAL*

*Rural Center (RC) The intent of the Rural Center Designation "committed" rural nodes is to provide residential, commercial, and public/semi-public uses.*

*The purpose of the "RC" is to provide for the development of rural commercial, tourist commercial, residential and services facilities, necessities, convenience and supplies ancillary to nearby agricultural, forestry, recreational and rural residential uses and activities and to conserve energy by providing for needed commercial outlets in rural areas already "committed" as residential/commercial nodes.*

*New commercial uses that are consistent with the objectives of the "RC" district are those uses which are needed for the convenient shopping needs of the nearby rural population.*

*Only one Primary Use can exist, and any other use must be subordinate in size and nature. Pursuant to OAR-660-022-003 Commercial building or buildings in a rural unincorporated community shall not exceed 4,000 square feet of floor space.*

*SECTION 4.2.500 RESOURCE ZONES*

Exclusive Farm Use (EFU) - These include all inventoried "agricultural lands" not otherwise found to be needed (excepted) for other uses.

The purpose of the EFU district is to preserve the integrity and encourage the conservation of agricultural lands within Coos County and thereby comply with the provisions of ORS 215 and OAR 660. Division 33 to minimize conflicts between agricultural practices and non-farm uses by limiting any development to uses distinguished as dependent upon or accessory to supporting agricultural or forestry production and which qualify such farm lands for special tax relief pursuant to the provisions of Oregon Revised Statutes. This zone is also for the cultivation and marketing of specialty crops, horticultural crops and other intensive farm uses.

According to the Coos County Comprehensive Plan Exclusive Farm Use lands are inventoried as Agricultural Lands. The Main criterion for establishing the "Agricultural Lands Inventory" was land identified on the agricultural lands based on soils, Class I-IV soils or "other lands" suitable for agricultural use, with the following exceptions:

1. Committed rural residential areas and urban growth areas.
2. Proposed rural residential areas as per the Exception to Goals #3 and #4.
3. Proposed industrial/commercial sites.
4. Existing recreation areas (e.g., golf courses) [Recreation designation]
5. Isolated parcels of Class I-IV soils in upland areas, which are under, forest cover. (Forestlands designation).
6. Narrow valley bottomlands where no agricultural activity is occurring anywhere in the vicinity [Forestlands designation].

The secondary criterion for establishing the "Agricultural Lands Inventory" was the use of aerial photos used to identify additional areas without Class I-IV soils in current agricultural use which were not initially identified in the agricultural lands inventory from Assessor's Data. This situation typically occurs on benches, immediately above agricultural valleys, where grazing often takes place on non-class I-IV soils. However, if lands were zoned predominately forest it may have resulted in a Mixed-Use Overlay.

**C. SPECIAL DEVELOPMENT CONSIDERATIONS AND OVERLAYS:**

*SECTION 4.11.125 Special Development Considerations: The considerations are map overlays that show areas of concern such as hazards or protected sites. Each development consideration may further restrict a use. Development considerations play a very important role in determining where development should be allowed in the Balance of County zoning. The adopted plan maps and overlay maps have to be examined in order to determine how the inventory applies to the specific site*

*SECTION 4.11.200 Purpose: Overlay zones may be super-imposed over the primary zoning district and will either add further requirements or replace certain requirements of the underlying zoning district. The requirements of an overlay zone are fully described in the text of the overlay zone designations. An overlay zone is applicable to all Balance of County Zoning Districts and any zoning districts located within the Coos Bay Estuary Management Plans when the Estuary Policies directly reference this section.*

No development is part of this proposal; therefore, there are no Special Development Considerations or Overlays are required to be addressed.

**D. SITE DESCRIPTION AND SURROUNDING USES:** Tax lot 1202 currently consists of 6.39 acres and is zoned Rural Center (RC) and Exclusive Farm Use (EFU). Tax lot 1200 consist

of 3.63 and is zoned Exclusive Farm Use. The proposal will adjust the line so that tax lot 1202 will gain .60 of an acre decreasing tax lot 1200 by the same amount.

The properties to the north are zoned RC and Rural Residential – 5 (RR-5) and they consist of residential development, pole building, and a fire station. The properties located to the east and south are zoned RC and contain transmission tower for the purpose of providing power and accessory structures. The property to the west are zoned Exclusive Farm Use (EFU) and some are developed with residential uses. The sizes of the property vary but none of them are in a large tract ownership.

**E. COMMENTS:**

- a. **PUBLIC AGENCY:** The only comment received was from the Coos County Surveyor's office. Please see his comment at Exhibit E.
- b. **PUBLIC COMMENTS:** This application request did not require any request for comments prior to the release of the decision.
- c. **LOCAL TRIBE COMMENTS:** This application request did not require any request for comments prior to the release of the decision.

**F. LAWFULLY CREATED UNIT OF LAND:** Both units of land were lawfully created pursuant to 6.1.125.1.b, through a prior land use decision. They were acknowledged as lawfully created on November 13, 2002 and at the same time reconfigured through a Property Line Adjustment.

**III. STAFF FINDINGS AND CONCLUSIONS:**

a. **SUMMARY OF PROPOSAL AND APPLICABLE REVIEW CRITERIA:**

The proposal is for Planning Director Approval of a single Property Line Adjustment. The proposal is subject to Coos County Zoning and Land Development (CCZLDO) Article 6.3 Property Line Adjustments.

b. **Key definitions:**

*ACTIVITY: Any action taken either in conjunction with a use or to make a use possible. Activities do not in and of themselves result in a specific use. Several activities such as dredging, piling and fill may be undertaken for a single use such as a port facility. Most activities may take place in conjunction with a variety of uses.*

*DEVELOP: To bring about growth or availability; to construct or alter a structure, to conduct a mining operation, to make a physical change in the use or appearance of land, to divide land into parcels, or to create or terminate rights to access.*

*DEVELOPMENT: The act, process or result of developing.*

*USE: The end to which a land or water area is ultimately employed. A use often involves the placement of structures or facilities for industry, commerce, habitation, or recreation.*

*ZONING DISTRICT: A zoning designation in this Ordinance text and delineated on the zoning maps, in which requirements for the use of land or buildings and development standards are prescribed.*

*Dwelling: Any building that contains one or more dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes.*



c. Criteria and standards for Property Line Adjustments

• **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.*

**FINDING:** The application stated that the reason for the adjustment is to fix an encroachment (well) and move the common boundary line to an existing old fence. A complete application with a plot plan showing the before and after maps as well as a current property report was supplied. Neither unit of land has a lien. Therefore, these criteria have been addressed.

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).*

**FINDING:** Tax lot 1200 is split zoned Exclusive Farm Use (EFU) and Rural Center (RC) and contains 3.63 acres. The EFU minimum lot size is 80 acres, and the RC minimum lot size is 1 acre. Tax lot 1202 is zoned RC and contains 6.39 acres. Tax lot 1200 is a non conforming parcel and tax lot 1202 is a conforming parcel. After the adjustment both parcels will be non conforming. A Variance (V-19-002) application was approved to allow the adjustment.

**Therefore, this request complies with the criteria under this section.**

3. *An encroachment of existing or planned structures will not be created within required setbacks as a result of the line adjustment.*

**FINDING:** No encroachment of existing structures will be created by adjusting the property boundary line. Therefore, this criterion has been met. Any future structures will be required to comply with the setback requirements in the applicable zoning district.

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.*

**FINDING: Neither unit of land will be reduced less than one (1) acre. Therefore, this condition does not apply.**

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.*

**FINDING: This adjustment is not to qualify either unit of land for a dwelling. Therefore, this criterion does not apply.**

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.*

**FINDING: The adjustment crosses zone boundaries. Part of the adjustment is an encroachment, and the other portion is an old fence line that parcel 1202 has maintained for years. Planning Staff reviewed and approved a Variance (V-19-002) application to allow a variance in the property line adjustment standards. Therefore, this criterion has been met.**

- **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.*

**FINDING: There will be no affect on existing easements. Therefore, this criterion has been met.**

#### **IV. DECISION:**

The proposed Property Line Adjustment meets the requirements of the Coos County Zoning and Land Development Ordinance, with conditions listed in Exhibit "A" of this report.

**V. EXPIRATION:**

This is a tentative approval that is valid for up to one year. To finalize this decision the applicant shall comply with the approval and filing requirements found in the conditions of approval in Exhibit "A" of this report once the appeal period has expired and an appeal has not be filed.

**VI. NOTICE REQUIREMENTS:**

A notice of decision will be provided to property owners within 750 feet of the subject properties and the following agencies, special district or parties

A Notice of Decision and Staff Report will be provided to the following:

Applicants/Owners

Department of Land Conservation and Development

Planning Commission

Board of Commissioners

**EXHIBIT "E"**  
**Comments Received**



**COOS COUNTY SURVEYOR**  
250 N. Baxter Street, Coquille, Oregon 97423

**Michael L. Dado**  
541-396-7586  
Email [coassurvey@co.coos.or.us](mailto:coassurvey@co.coos.or.us)

February 21, 2020

PLA-19-021  
Nonda & Gail Henderson  
27-12- 24C, TL 1200  
Chad & Shei Brown  
27-12- 24C, TL 1202

Crystal,

I have no objections to this proposed Property Line Adjustment. The request seems to be reasonable and in order. I would also like to compliment the surveyor responsible for the "Before" and "After" drawings submitted with this application. These are strong examples of what I expect to see in the application packet.

I have no further comments at this time.

Very truly yours

Michael L. Dado



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

Official Use Only  
Fee  
Receipt No. \$700  
Check No./Cash 214513  
Date 2/2/2020  
Received By P. O. M.  
File No.

PLA-19-021

**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): Nonda & Gail Henderson Telephone: 541-396-1815  
Address: 58327 Fairview Rd.  
City/State: Coquille, OR Zip Code: 97423  
Lien Holder(s): \_\_\_\_\_  
Address: 58327 Fairview Rd.  
City/State: Coquille, OR Zip Code: 97423  
Township: 27 Section: 24C  
Range: 12 Tax Lot: 1200  
Tax Account: 665900 Zoning District: RR-5, RC, EFU  
Initial Lot Size: 3.63 AC Adjusted Lot Size: 3.03 AC

**B. Property 2:**

Owner(s): Brown, Chad & Shei Telephone: 661-204-3302  
Address: 58375 Fairview Rd.  
City/State: Coquille, OR Zip Code: 97423  
Lien Holder(s): \_\_\_\_\_  
Address: 58375 Fairview Rd.  
City/State: Coquille, OR Zip Code: 97423  
Township: 27 Section: 24C  
Range: 12 Tax Lot: 1202  
Tax Account: 665907 Zoning District: RC  
Initial Lot Size: 6.39 AC Adjusted Lot Size: 6.99 AC

**C. Applicant:**

Name: Shei Brown Telephone: 661-204-3302  
Address: 58375 Fairview Rd.  
City/State: Coquille, OR, Zip Code: 97423

**D. Surveyor**

Name/Company: Stutzner Eng. & Forestry LLC Telephone: 541-267-2872  
Address: 705 S. 4th, P.O. Box 118  
City/State: Coos Bay, OR Zip Code: 97420

**E. Purpose of the Property Line Adjustment**

To move old existing fence onto tax lot 1202's property.  
Neighbors would like the old existing fence to be the  
property line between them.

**F. Criteria from Article 6.3**

**ARTICLE 6.3 PROPERTY LINE ADJUSTMENTS**

**SECTION 6.3.100 PROPERTY LINE ADJUSTMENTS:**

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

**SECTION 6.3.125 PROCEDURE:**

1. An application for a line adjustment or elimination shall be filed by the owners of all lots or parcels affected. The application shall be accompanied by an appropriate fee and contain the following information:
  - a. Reason for the line adjustment;
  - b. Vicinity map locating the proposed line adjustment or elimination in relation to adjacent subdivisions, partitions, other units of land and roadways;
  - c. A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan shall also show the approximate location of all structures within ten (10) feet of the proposed adjusted line;
  - d. A current property report (less than 6 months old) indicating any taxes, assessment

- or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development. A title report is acceptable.
- e. A notice of application and decision will be provided to any and all lien holders of record for the property that will be affected by the proposed adjustment. Applicants should consult with any and all such lien holders prior to submittal of an application.
2. A line adjustment is permitted only where an additional unit of land is not created and where the lot or parcel reduced in size by the adjustment complies with the requirements of the applicable zone except that a line adjustment for the purpose of exchange or transfer of land between resource land owners shall be allowed so long as:
    - a. No parcel is reduced in size contrary to a condition under which it was formed;
    - b. The resulting parcel sizes do not change the existing land use pattern (e.g. two conforming parcels must remain conforming; and
    - c. Two non-conforming parcels may remain non-conforming; and, two parcels, one conforming and one non-conforming, may remain as such regardless of which parcel is non-conforming after the exchange or transfer).
  3. An encroachment of existing or planned structures will not be created within required setbacks as a result of the line adjustment.
  4. A line adjustment for a lot or parcel that contains a dwelling, not on a public sanitation system, and is less than an acre before the adjustment and further reduced as a result of the adjustment shall obtain documentation from Department of Environmental Quality (DEQ) that the sanitation system will still meet their requirements.
  5. In resource lands, a unit of land containing a dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling.
    - a. A resource unit of land less than 160 acres and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;
    - b. A resource unit of land 160 acres or greater and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted below 160 acres with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;
    - c. A resource unit of land 160 acres or greater and containing a dwelling approved as a 160-acre dwelling, or approved for construction of a 160-acre dwelling, cannot be reduced below 160 acres for the purpose of qualifying the vacant unit for a 160-acre dwelling.
  6. Same Designation: A line adjustment shall only be permitted where the sale or transfer of ownership is made between abutting owners of like designated lands, residential lands, commercial lands, industrial lands, resource lands, and estuary zoned lands unless an existing structure encroaches over an existing property boundary or the boundary line adjustment is required to comply with requirements of the State Department of Environmental Quality for a subsurface sewage system.



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

#### **SECTION 6.3.150 EASEMENTS AND ACCESS:**

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

#### **SECTION 6.3.175 MAPPING AND FILING REQUIREMENTS:**

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

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

Figure 1 – PLA Deed **(NOT TO BE RECORDED UNTIL AFTER APPLICATION IS APPROVED)**

Send tax statements to:

After recording return to:

PROPERTY LINE ADJUSTMENT DEED

\_\_\_\_\_ GRANTOR(s) conveys and warrants to

\_\_\_\_\_ GRANTEE(s) the following described real property, situated in the  
County of Coos, State of Oregon:

SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT "A"

Subject to and excepting:

The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways.

Coos County real property Tax Account No. \_\_\_\_\_.

The consideration for this conveyance stated in terms of dollars is \_\_\_\_\_.

This is a property line adjustment deed. In compliance with ORS 92.190, the following information is furnished:

1. The names of the parties to this deed are as set forth above.
2. The description of the adjusted line is as follows:

SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT "B"

3. The deed whereby Grantor acquired title to the transferred property is recorded in Microfilm Reel No. \_\_\_\_\_ of the Deed of Records of Coos County, Oregon.
4. The deed whereby Grantee acquired title to the property to which the transferred property is joined is recorded in Microfilm Reel No. \_\_\_\_\_ of the Deed Records of Coos County, Oregon.
5. The survey and monumentation, as required by ORS 92.060 and 209.250, were done by \_\_\_\_\_ . His survey is filed with the County Surveyor under Coos County Surveyor's Records, Map No. \_\_\_\_\_.

**THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.**



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

  
Property 1

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

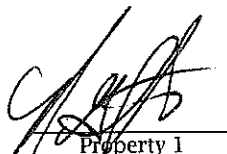
  
Property 2

  
Property 1

**FEES**

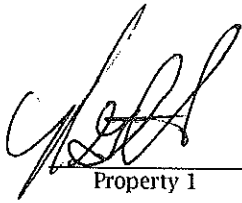
The Coos County Board of Commissioners has adopted a schedule of fees and if the property owners understand they are subject to the fee. If a hearings officer is required to review this matter the property is responsible for actual cost of processing the application.

  
Property 2

  
Property 1

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

  
Property 2



Property 1

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



Property 2



Property 1

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



Property 2



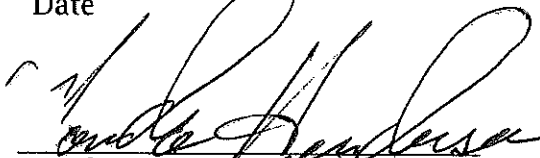
Applicant(s) Original Signature

10/21/19

Date

Applicant(s) Original Signature

Date



Applicant(s) Original Signature

10/18/19

Date

Applicant(s) Original Signature

Date



300 W Anderson  
(541)269-5127

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

**To ("Customer"):** Stuntzner Engineering and Forestry, LLC  
PO Box 118  
Coos Bay, OR 97420

**Customer Ref.:** \_\_\_\_\_  
**Order No.:** 360619028620  
**Effective Date:** September 11, 2019 at 08:00 AM  
**Charge:** \$250.00

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

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

**Part One - Ownership and Property Description**

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

Nonda G. Henderson and Gail B. Henderson, as tenants by the entirety

**Premises.** The Property is:

**(a) Street Address:**

58327 Fairview Road, Coquille, OR 97423

**(b) Legal Description:**

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

**Part Two - Encumbrances**

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

**EXCEPTIONS**

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.

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

Fiscal Year: 2018-2019  
Amount: \$503.86  
Levy Code: 0810  
Account No.: 665900  
Map No.: 27-12-24C TL1200

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

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

Fiscal Year: 2018-2019  
Amount: \$306.83  
Levy Code: 0810  
Account No.: 172486  
Map No.: 27-12-24C TL1200 Manufactured Structure

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

4. The Land has been classified as Forest, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
5. The Land does not include any improvement(s) located on the Land which is described or defined as a mobile home (manufactured housing unit) under the provisions of State Law and is subject to registration.
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: California-Oregon Power Company  
Purpose: utilities  
Recording Date: May 27, 1929  
Recording No: Book 108 Page 40 Deed Records

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

Granted to: California-Oregon Power Company  
Purpose: utilities  
Recording Date: July 24, 1937  
Recording No: Book 129 Page 310 Deed Records

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



Granted to: United States of America, Department of the Interior, Bonneville Power Administration  
Purpose: roadway  
Recording Date: July 14, 1982  
Recording No: 82-3-4875

9. Easement Agreement

Executed by: Archie D. Clawson and Leonard J. Allen and Barbara L. Allen and David N. Hopkins and Shirley D. Hopkins  
Recording Date: December 9, 1988  
Recording No.: 88-12-0633

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

Granted to: Coos Curry Electric Cooperative, Inc., a cooperative corporation  
Purpose: utilities  
Recording Date: May 2, 1990  
Recording No: 90-05-0126

11. A judgment for installment payments of spousal and/or child support, to be made by:

Amount: \$315.00 / month child support  
Debtor: Anthony Henderson  
Creditor: Kory Freelund  
Date entered: September 20, 2007  
County: Coos  
Court: Circuit  
Case No.: 07DM0119

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

Amount: \$20,761.58  
Debtor: Anthony James Henderson  
Creditor: Western Mercantile Agency Inc  
Date entered: June 13, 2013  
County: Coos  
Court: Circuit  
Case No.: 13CV0138

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

Amount: \$69,137.76  
Debtor: Anthony James Henderson  
Creditor: Western Mercantile Agency Inc  
Date entered: January 3, 2014  
County: Coos  
Court: Circuit  
Case No.: 13CV0925

14. County Tax Warrant for the amount herein stated, plus interest and statutory charges:

Warrant No.: 2016-93  
Amount: \$356.80  
Debtor: James I and Mary C. Metcalf  
Recording Date: June 20, 2016

Recording No.: 2016-04996

15. County Tax Warrant for the amount herein stated, plus interest and statutory charges:

Warrant No.: 2017-125  
Amount: \$431.34  
Debtor: James I. and Mary C. Metcalf  
Recording Date: June 20, 2017  
Recording No.: 2017-05737

16. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
17. Any claims against the Estate of James Ira Metcalf, deceased, in favor of the State of Oregon, Department of Human Services, Senior and Disabled Services Division.
18. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Nonda G. Henderson, Claiming Successor of the Estate of Mary Catherine Metcalf, deceased, Coos County probate number 14PB0256  
Grantee: Nonda G. Henderson and Gail B. Henderson, husband and wife, with right of survivorship  
Recording Date: April 15, 2019  
Recording No: 2019-03006

**End of Reported Information**

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

John Beaver  
541-269-5127  
john.beaver@ticortitle.com  
Ticor Title Company of Oregon  
300 W Anderson  
Coos Bay, OR 97420

**EXHIBIT "A"**  
Legal Description

Beginning at a 5/8 inch iron rod located 632.92 feet North (formerly 631.86 feet) and 789.96 feet East (formerly 789.11 feet) from the Southwest corner of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, said rod being on the Westerly right of way of the abandoned Coos Bay Lumber Company railroad; thence North 46 ° 55' 39" West 342.98 feet (formerly North 48 ° 40' West 340.00 feet, more or less) to the Easterly right of way of the Coquille Fairview County Road; thence North 55 ° 01' 19" East 397.14 feet along said right of way to a 5/8 inch iron rod; thence South 46 ° 55' 39" East 340.57 feet to a 5/8 inch iron rod on the Easterly right of way of said abandoned railway, from which said Southwest corner of Section 24 bears South 52 ° 12' 01" West 1406.81 feet; thence South 43 ° 04' 21" West 388.04 feet (formerly South 41 ° 20' West 400 feet) to a 5/8 inch iron rod on the Easterly right of way of said abandoned railway; thence North 47 ° 16' 59" West 59.81 feet (formerly North 48 ° 40' West 60.0 feet); thence South 43 ° 04' 21" West (formerly South 41 ° 20' West) 475.00 feet; thence North 47 ° 16' 59" West (formerly North 48 ° 40' West) 20.00 feet; thence North 43 ° 04' 21" East (formerly North 41 ° 20' East) 475.00 feet along the Westerly boundary of said abandoned railway to the point of beginning, as shown on Survey Map CS 22B93 Surveyors' Records of said Coos County, Oregon.

**LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

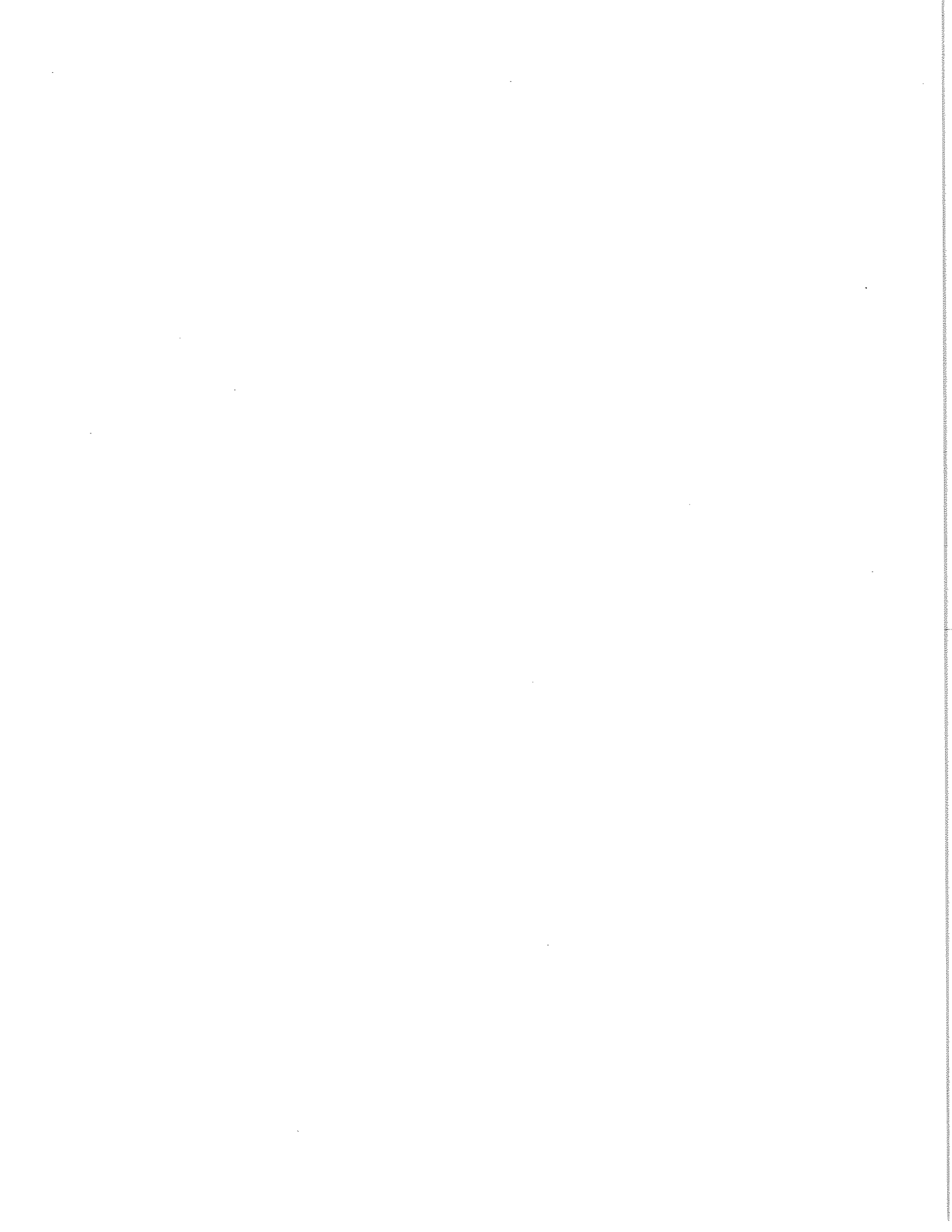
THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS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

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

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

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

END OF THE LIMITATIONS OF LIABILITY





DEBBIE HELLER, CCC, COOS COUNTY CLERK

**GRANTORS:**

Nonda G. Henderson, Claiming Successor and Devisee  
Estate of Mary Catherine Metcalf, Deceased  
58327 Fairview Road  
Coquille, OR 97423

Anthony J. Henderson, Devisee  
Estate of Mary Catherine Metcalf, Deceased  
c/o Mary Bonstein  
The Rogue River Apple Works  
P.O. Box 1385  
Gold Beach, OR 97444

Marianne Henderson, Devisee  
Estate of Mary Catherine Metcalf, Deceased  
110 N. 2<sup>nd</sup> Street  
Florence, CO 81226

**GRANTEES:**

Nonda G. Henderson  
Gail B. Henderson  
58327 Fairview Road  
Coquille, OR 97423

**AFTER RECORDING RETURN TO:**

Karen L. Costello  
Costello Law Office, PC  
P.O. Box 600  
Coos Bay, OR 97420

**SEND ALL TAX STATEMENTS TO:**

Nonda G. Henderson  
Gail B. Henderson  
58327 Fairview Road  
Coquille, OR 97423

**CONSIDERATION: \$0 (Estate Distribution)**

**CLAIMING SUCCESSOR DEED**

Nonda G. Henderson, Claiming Successor of the Estate of Mary Catherine Metcalf, deceased, Coos County probate number 14PB0256, and Nonda G. Henderson, Anthony J. Henderson and Marianne Henderson, devisees of the Estate of Mary Catherine Metcalf, deceased, hereinafter known as Grantors, hereby convey unto Nonda G. Henderson and Gail B. Henderson, husband and wife, with right of survivorship, the Grantees, that real property situated in the County of Coos, State of Oregon, bounded and described as follows, to-wit:

Beginning at a 5/8" iron rod located 632.92 feet North (formerly 631.86 feet) and 789.96 feet East (formerly 789.11 feet) from the Southwest corner of Section 24, Township 27

South, Range 12 West of the Willamette Meridian, Coos County, Oregon, said rod being on the Westerly right-of-way of the abandoned Coos Bay Lumber Company railroad;  
Thence North 46° 55' 39" West 342.98 feet (formerly N 48° 40' West 340.00 feet, more or less) to the Easterly right-of-way of the Coquille-Fairview County Road;  
Thence North 55° 01' 19" East 397.14 feet along said right-of-way to a 5/8" iron rod;  
Thence South 46° 55' 39" East 340.57 feet to a 5/8" iron rod on the Easterly right-of-way of said abandoned railway, from which said Southwest corner of Section 24 bears South 52° 12' 01" West 1406.81 feet;  
Thence South 43° 04' 21" West 388.04 feet (formerly South 41° 20' West 400 feet) to a 5/8" iron rod on the Easterly right-of-way of said abandoned railway;  
Thence North 47° 16' 59" West 59.81 feet (formerly N 48° 40' W 60.0 feet);  
Thence South 43° 04' 21" West (formerly S 41° 20' W) 475.00 feet;  
Thence North 47° 16' 59" West (formerly N 48° 40' W) 20.00 feet;  
Thence North 43° 04' 21" East (formerly N 41° 20' E) 475.00 feet along the Westerly boundary of said abandoned railway to the Point of Beginning, containing 3.63 acres, more or less, and as shown on Survey Map CS 22B93, Surveyors' Records of said Coos County, Oregon.

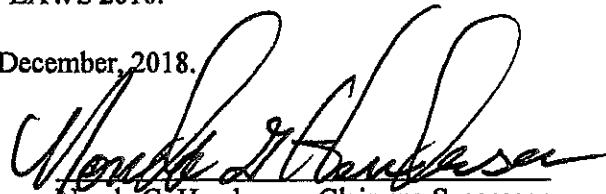
This property is free from encumbrances except for those of record.

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

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

AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

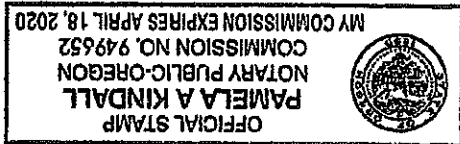
WITNESS my hand and seal this 3<sup>rd</sup> day of December, 2018.

  
Nonda G. Henderson, Claiming Successor  
and as devisee of the Estate of Mary  
Catherine Metcalf, deceased



STATE OF OREGON )  
 ) ss.  
County of Coos )

On December 3, 2018, before me personally appeared the above-named Nonda G. Henderson, and acknowledged that he executed the foregoing instrument freely and voluntarily.



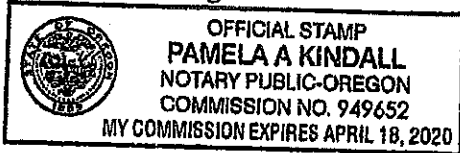
*Pamela A. Kindall*  
Notary Public for Oregon

WITNESS my hand and seal this 10<sup>th</sup> day of April, 2019.

*Anthony J. Henderson*  
Anthony J. Henderson, Devisee of the  
Estate of Mary Catherine Metcalf,  
deceased

STATE OF OREGON )  
 ) ss.  
County of Curry )

On April 10, 2019, before me personally appeared the above-named Anthony J. Henderson, and acknowledged that he executed the foregoing instrument freely and voluntarily.



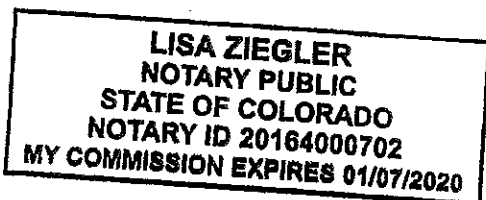
*Pamela A. Kindall*  
Notary Public for Oregon

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

*Marianne Henderson*  
Marianne Henderson, Devisee of the  
Estate of Mary Catherine Metcalf,  
deceased

STATE OF COLORADO )  
 ) ss.  
County of Fremont )

On January 22<sup>nd</sup>, 2019, before me personally appeared the above-named Marianne Henderson, and acknowledged that she executed the foregoing instrument freely and voluntarily.



*Lisa Ziegler*  
Notary Public

# COOS County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2019

NOT OFFICIAL VALUE

September 11, 2019 4:17:47 pm

Account # 665900  
 Map # 27S1224C001200  
 Code - Tax # 0810-665900

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Legal Descr See Record

Mailing Name HENDERSON, NONDA G & GAIL B

Deed Reference # 2019-3006

Agent

Sales Date/Price 04-10-2019 / \$0.00

In Care Of

Appraiser

Mailing Address 58327 FAIRVIEW RD  
 COQUILLE, OR 97423-8730

Prop Class 149 MA SA NH Unit  
 RMV Class 101 04 17 RRL 11610-1

Situs Address(s)	Situs City
ID# 10 58327 FAIRVIEW RD	COQUILLE

Code Area		RMV	MAV	Value Summary			RMV Exception	CPR %
				AV	SAV	MSAV		
0810	Land	77,587					0	
	Impr.	0					0	
<b>Code Area Total</b>		77,587	35,420	36,681	1,927	1,261	0	
<b>Grand Total</b>		77,587	35,420	36,681	1,927	1,261	0	

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown		Size	Land Class	LUC	Trended RMV
						TD%	LS				
0810	10	<input checked="" type="checkbox"/>		RR-5, RC, EFU	Designated Forest Land	100	A	2.63	C	006*	1,927
0810	20	<input checked="" type="checkbox"/>		RR-5, RC, EFU	Market	111	A	1.00	MHS	001	75,660
<b>Grand Total</b>								3.63			77,587

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown			Trended RMV
					TD%	Total Sq. Ft.	Ex% MS Acct #	
0810	1	1980	415	MH PP DOUBLE CLASS 5	111	1,296	R - 172486	27,710
<b>Grand Total</b>								27,710

Code Area	Type	Exemptions/Special Assessments/Potential Liability					
NOTATION(S):							
■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST							
0810							
FIRE PATROL:							
■ FIRE PATROL SURCHARGE					Amount	47.50	Year 2019
■ FIRE PATROL TIMBER					Amount	18.75 Acres	2.63 Year 2019

MS Account(s): 0810-R-172486

\*\*\* The Real MS value is not included in the total of the real account

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

11-Sep-2019

HENDERSON, NONDA G & GAIL B  
58327 FAIRVIEW RD  
COQUILLE, OR 97423-8730

Tax Account #	665900	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0810
Situs Address	58327 FAIRVIEW RD COQUILLE, OR 97423	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	\$503.86	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$492.82	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$481.34	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$468.49	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$420.33	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$428.58	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$428.55	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$464.41	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$456.27	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$446.64	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$695.80	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$415.22	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$344.65	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$342.79	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$330.58	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$319.00	Nov 15, 2003
<b>Total</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$7,039.33	

**COOS COUNTY ASSESSOR  
REAL PROPERTY ACCOUNT NAMES**

9/11/2019 4:18:29 PM

**Account #** 665900  
**Map** 27S1224-C0-01200  
**Owner** HENDERSON, NONDA G & GAIL B  
 58327 FAIRVIEW RD  
 COQUILLE, OR 97423-8730

<b>Name Type</b>	<b>Name</b>	<b>Ownership Type</b>	<b>Own Pct</b>
OWNER	HENDERSON, NONDA G	OWNER	
OWNER	HENDERSON, GAIL B	OWNER	
OWNER			
HUSBAND & WIFE			
HUSBAND			
	HENDERSON, NONDA G		
WIFE			
	HENDERSON, GAIL B		

**COOS COUNTY ASSESSOR**  
**Manufactured Structure Assessment Report**  
**FOR ASSESSMENT YEAR 2019**  
**NOT OFFICIAL VALUE**

9/11/2019 4:19:01 PM

<b>Account #</b>	172486	<b>TAX STATUS</b>	ASSESSABLE
<b>Code - Tax #</b>	0810	<b>ACCT STATUS</b>	ACTIVE
<b>Mailing Address</b>	HENDERSON, NONDA G & GAIL B 58327 FAIRVIEW RD COQUILLE, OR 97423-8730	<b>SUBTYPE</b>	REAL
		<b>HOME ID</b>	234514
		<b>X NUMBER</b>	X172486

<b>SITUS ADDRESS</b>		<b>SITUS CITY</b>	<b>TAX NOTATION</b>	WARRANT
58327 FAIRVIEW RD		COQUILLE	<b>APPRAISER</b>	
VALUE SUMMARY				
CODE AREA	RMV	MAV	AV	TREND %
0810	IMPR.	\$27,710	\$27,420	\$27,420 111% IMPR.
	RMV EXCEPTION	CPR %		

Manufactured Structure Information				
<b>VIN #</b>	95172	<b>STAT CLASS</b>	415	
<b>BRAND</b>	CORINTHIAN	<b>QUALITY</b>	100	
<b>MODEL</b>		<b>CONDITION</b>	A	
<b>YEAR BUILT</b>	1980	<b>MA / SA / NH</b>	04 / 17 / RRL	
<b>STICKER #</b>		<b>BEDROOMS / BATHS</b>	2 / 2	

Real Property Information				
<b>REAL ACCOUNT #</b>	665900	<b>MA / SA / NH</b>	04 / 17 / RRL	
<b>MAP</b>	27S1224C001200	<b>PROP CLASS</b>	149	
<b>UNIT</b>	11610	<b>RMV CLASS</b>	101	
<b>PARK NAME</b>				
<b>COMMENTS</b>				

**FLOORS**

DESCRIPTION	CLASS	SQFT	SIZE TYPE	TYPE OF HEAT	RMV
First Floor	5	1,296	S		23,372

**INVENTORY**

	Size/Qty	RMV		Size/Qty	RMV
1003 Fndtn - Pier/Piling	960	0	5007 Partitions - Panel		0
1008 Fndtn - Skirting - Fiberglass	128	748	6003 IntComp - Avg Built-Ins		0
1022 Fndtn Conc Rnrs Dbl	960	573	8001 Plumb'g - Full Bath	2	0
2001 MFS - Metal siding		0	9003 Heat'g - F/A		0
3101 Roof - Gable - Light Comp		0	9009 Heat'g - Woodstove in Class	1	1086
4001 Floor - 1st Flr - Carpet/Vinyl		0			
<b>Total Inventory RMV</b>					<b>2407</b>

**ACCESSORIES**

DESCRIPTION	EFF YEAR BUILT	SQFT	QUANTITY	RMV
0301 Patio Roof - Aluminum	1980	288		570
9303 Encl Porch	1980	336		3062
<b>Total Accessories RMV</b>				<b>3632</b>

**EXEMPTIONS / SPECIAL ASSESSMENTS / POTENTIAL LIABILITY**

**TYPE**  
**NOTATION(S):**

<b>DESCRIPTION</b>	ADDITIONAL TAX LIABILITY ADDED 2008 AMT TAX
<b>DESCRIPTION</b>	CLERICAL ERROR-POT TAX LIAB ADDED 2008 AMT TAX
<b>DESCRIPTION</b>	REQUEST FOR REAPPRAISAL ADDED 2013 AMT TAX
<b>DESCRIPTION</b>	REVIEW BY APPRAISER ADDED 2014 AMT TAX

**APPRAISAL MAINT:** 2019 - SUBTYPE CHANGE ()  
**COMMENTS:** CORINTHIAN

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

11-Sep-2019

HENDERSON, NONDA G & GAIL B  
58327 FAIRVIEW RD  
COQUILLE, OR 97423-8730

Tax Account #	172486	Lender Name	
Account Status	A	Loan Number	
Roll Type	MS	Property ID	0810
Situs Address	58327 FAIRVIEW RD COQUILLE, OR 97423	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	\$306.83	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$308.05	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$308.76	Nov 15, 2016
2016	FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$102.00	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$238.88	Nov 15, 2015
2015	FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$102.00	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$210.50	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$284.28	Nov 15, 2013
2013	FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$102.00	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$336.19	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$326.18	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$316.86	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$309.04	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$491.19	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$291.86	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$234.52	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$233.03	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$223.09	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$218.39	Nov 15, 2003
<b>Total</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$4,943.65	

**TAX NOTATION...**

NOTATION CODE	DATE ADDED	DESCRIPTION
WARRANT	20-Jun-2016	WARRANT 2016-93
WARRANT	20-Jun-2017	WARRANT 2017-125

COOS COUNTY ASSESSOR  
MS ACCOUNT NAMES

9/11/2019 4:19:26 PM

Account # 172486  
Owner HENDERSON, NONDA G & GAIL B  
58327 FAIRVIEW RD  
COQUILLE, OR 97423-8730

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Name Type	Name	Ownership Type	Own Pct
OWNER	HENDERSON, NONDA G	OWNER	100.00
OWNER	HENDERSON, GAIL B	OWNER	100.00



39810-

## GRANT OF RIGHT OF WAY

THIS INSTRUMENT made this 23rd day of May A. D. 1929 by and between Z. G. Strang & Ella Strang, parties of the first part and The California Oregon Power Company, a California corporation, party of the second part,

WITNESSETH: That said parties of the first part for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid by said party of the second part the receipt whereof is hereby acknowledged do hereby grant unto said party of the second part its successors and assigns the right of way and easement to erect, construct, repair, replace, maintain and use the lands of said parties of the first part hereinafter particularly described for transmission and distribution of electricity and for all purposes connected therewith, poles, towers and wires suspended thereon and supported thereby and all necessary or proper cross-arms, braces, connections, fastenings and other appliances and fixtures, and wires for the telephone number of said party of the second part, its successors and assigns; also, to remove the trees and make the clearing necessary or desirable for the purposes aforesaid both on and adjoining said right of way also to put in place necessary guy wires and brace poles along said line the party of the second part its successors or assigns may construct and maintain gates at all fences crossed by its transmission lines but shall keep locks ther on and give permission to no one save employees of the party of the second part its successors and assigns to enter thereon.

The said lands of said parties of the first part above mentioned are situate in the County of Coos, State of Oregon, and are particularly described as follows:

Southwest quarter (SW<sup>1</sup>/<sub>4</sub>) Section 24 in Township 27 North Range 12 East

Towers to be located as survey stakes are now located one in center of field west of county road running North & South through property and one to be located east of road and in ditch and curved as it is located on an angle.

IN WITNESS WHEREOF the parties of the first part have executed these presents on the day and year first hereinabove written.

Thos. H. Ness, Witness  
T. H. Waters, Witness

Z. G. Strang  
Ella Strang

State of Oregon  
County of Coos     I, THE CERTIFYING That on this 23rd day of May A. D. 1929 before me, a Notary Public in and for said County and State, personally appeared the within named Z. G. Strang and Ella Strang, his wife, to me personally known to be the individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF I have here unto set my hand and affixed my seal the day and year in this certificate first above written.

Thos. H. Ness  
Notary Public in and for the County of Coos  
State of Oregon  
My commission expires March 27, 1935  
(Notarial Seal)

Recorded Mar 27, 1929, 2 P.M.  
Chas. F. Gibson, County Clerk

30511-

## GRANT OF RIGHT OF WAY

THIS INSTRUMENT made this 10th day of May A. D. 1929 by and between S. K. Hatcher, a widower, party of the first part and The California Oregon Power Company a California corporation, party of the second part,

WITNESSETH: That said party of the first part for and in consideration of the sum of One Dollar (\$1.00) to him in hand paid by said party of the second part the receipt whereof is hereby acknowledged does hereby grant unto said party of the second part its successors and assigns the right of way and easement to erect, construct, repair, replace maintain and use, from time to time as said party of the second part its successors and assigns

may see fit, over, along, across and upon the lands of said party of the first part herein-  
 after particularly described for transmission and distribution of electricity and for all  
 purposes connected therewith, poles, towers, transmission and distribution of electricity  
 and for all purposes connected therewith, poles, towers and wires suspended thereon and  
 supported thereby and all necessary or proper cross-arms, braces, connections, fastenings and  
 other appliances and fixtures and wires for the telephone purposes of said party of the second  
 part its successors and assigns, also, to remove the trees and make the clearing necessary  
 or desirable for the purposes aforesaid both on and adjoining said right of way; also to put  
 in place necessary guy wires and brace poles along said line; the party of the second part,  
 its successors or assigns, may construct and maintain gates at all fences crossed by its  
 transmission lines, but shall keep locks thereon and give permission to no one save employees  
 of the party of the second part its successors or assigns to enter thereon.

The said lands of said party of the first part above mentioned are situate in  
 the County of Coos State of Oregon and are particularly described as follows:

The Southwest Quarter of the Southeast Quarter (SW<sup>1</sup>/<sub>4</sub> of SE<sup>1</sup>/<sub>4</sub>) of Section 24,  
 Township 27 S., Range 12 West, as right of way stakes are now located across said property.  
 Power Company to pay for all damage to crops, fences, fruit trees.

IN WITNESS WHEREOF the party of the first part has executed these presents on  
 the day and year first hereinabove written.

Thos. H. Ness, Witness  
 W. T. Waters, Witness  
 S. E. Hatcher  
 His  
 X  
 Mark

State of Oregon  
 County of Coos: I, THE CERTIFIED, what on this 10th day of May A. D. 1929 before me, a  
 Notary Public in and for said County and State, personally appeared the within named S. E.  
 Hatcher, a widower, to me personally known to be the individual described in and who executed  
 the within instrument and acknowledged to me that he executed the same freely and voluntarily  
 for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal the day and  
 year in this certificate first above written.

Thos. H. Ness  
 Notary Public in and for the County of Coos  
 State of Oregon  
 My commission expires March 27, 1933  
 (Notarial Seal)

Recorded May 27, 1929, 2 P.M.  
 Robt. H. Watson, County Clerk

GRANT OF RIGHT OF WAY

THIS INSTRUMENT made this 15th day of May A. D. 1929 by and between Emmet Finney  
 and Addie H. Finney, husband and wife, parties of the first part and The California Oregon  
 Power Company, a California corporation, party of the second part,

WITNESSETH: That said parties of the first part for and in consideration of the  
 sum of One Dollar (\$1.00) to them in hand paid by said party of the second part, the receipt  
 whereof is hereby acknowledged do hereby grant unto said party of the second part its successors  
 and assigns the right of way and easement to erect, construct, repair, replace, maintain and  
 use from time to time as said party of the second part, its successors and assigns may see  
 fit, over, along, across and upon the lands of said parties of the first part hereinafter  
 particularly described for transmission and distribution of electricity and for all purposes  
 connected therewith poles, towers and wires suspended thereon and supported thereby and all  
 necessary or proper cross-arms, braces, connections, fastenings and other appliances and fix-  
 tures; also, to remove the trees and make the clearing necessary or desirable for the purposes  
 aforesaid, both on and adjoining said right of way; also to put in place necessary guy wires  
 and brace poles along said line the party of the second part its successors or assigns may

D-108

the same freely and voluntarily and for the uses and purposes therein expressed.

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

Recorded July 23, 1937, 4:30 P. M.  
L. W. Oddy, County Clerk

Alfred S. May  
Notary Public for Oregon  
My Commission Expires Aug. 11, 1940  
(Notarial Seal)

54365- KNOW ALL MEN BY THESE PRESENTS, That LILLY McDonough, and now known as LILLY McADAMS and JOHN H. McADAMS, her husband, of the County of Coos State of Oregon, in consideration of TEN DOLLARS, (\$10.00) and other valuable considerations Dollars, to them paid by MARY BELL, of the County of Coos State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said MARY BELL, her heirs and assigns, all the following bounded and described real property, situated in the County of Coos and State of Oregon.

The Northwest quarter ( $\frac{1}{4}$ ) of the Southeast quarter ( $\frac{1}{4}$ ) of Section Twenty-one (21), Township Twenty-six (26) South, Range Thirteen (13) West of the Willamette Meridian, Coos County, State of Oregon.

Together with all and singular tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all of their estate, right, title and interest, in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD, the above described and granted premises unto the said MARY BELL, her heirs and assigns forever.

IN WITNESS WHEREOF, We, the grantors above named hereunto set our hands and seals this 2nd day of July A. D. 1937.

Executed in the Presence of  
W. W. McInturff, Myrtle N. Shelley

Lilly McDonough } Seal  
And now known as Lilly McAdams } Seal  
John R. McAdams } Seal

STATE OF OREGON,  
County of Coos: ss. BE IT REMEMBERED, That on this 2nd day of July A. D. 1937, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Lilly McDonough, and now known as Lilly McAdams, and John R. McAdams, her husband, who are known to me to be the identical persons 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 notarial seal the day and year last above written.

Recorded July 24, 1937, 9:30 A. M.  
L. W. Oddy, County Clerk

Myrtle N. Shelley  
Notary Public for Oregon  
My Commission Expires March 16th, 1941  
(Notarial Seal)

54366-

GRANT OF RIGHT OF WAY

THIS INDENTURE, made this Eighth day of July A. D., 1937, by and between Z. C. STRANG AND ELLA STRANG parties of the first part, and THE CALIFORNIA OREGON POWER COMPANY, a California corporation, party of the second part,

WITNESSETH: That said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant unto said party of the second part, its successors and assigns, the right of way and easement to erect, construct, repair, replace, maintain and use, from time to time as said party of second part, its successors and assigns, may see fit, over, along, across and upon the lands of said parties of the first

part hereinafter particularly described, for transmission and distribution of electricity, and for all purposes connected therewith, poles, towers and wires suspended thereon and supported thereby and all necessary or proper cross-arms, braces, connections, fastenings and other appliances and fixtures, and wires for the telephone purposes of said party of the second part, its successors and assigns; said right of way to be \_\_\_\_\_ feet wide, \_\_\_\_\_ feet on \_\_\_\_\_ side of the pole line as surveyed, or as hereafter constructed; also, to remove the trees and make the clearing necessary or desirable for the purposes aforesaid, both on and adjoining said right of way; also to put in place necessary guy wires and brace poles; the party of the second part, its successors or assigns, may construct and maintain gates at all fences crossed by its transmission lines, but shall keep locks thereon and give permission to no one save employees of the party of the second part, its successors or assigns, to enter therein.

The said lands of said parties of the first part, above mentioned, are situate in the County of Coos State of Oregon, and are particularly described as follows:

Property owned by parties of the first part located in the Northwest quarter of the Southwest quarter of Section 24, Twp. 27 S. Range 12 W. W. N.

For telephone line consisting of one pole and two down guys, no guys or poles to be on cultivated ground. Approved as to Engineering Details: W. B. R.

IN WITNESS WHEREOF, the parties of the first part have executed these presents on the day and year first hereinabove written.

W. G. Vaughan, Witness

Z. C. Strang  
Elia Strang

STATE OF OREGON  
County of Douglas: ss. THIS CERTIFIES that on this 8th day of July A. D., 1937, before me H. E. Goldson, Notary Public in and for said County and State, personally appeared the within named Z. C. Strang and Elia Strang, to me personally known to be the individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

Recorded July 24, 1937, 10:00 A. M.  
L. W. Oddy, County Clerk

H. E. Goldson  
Notary Public in and for the County of Douglas  
State of Oregon  
My Commission Expires July 21, 1940  
(Notarial Seal)

54357. THIS INDENTURE WITNESSETH, that Anna Merle Clinton Kellenberger, Alfred G. Kellenberger, her husband, Elisen Elizabeth Clinton Smith, Virgil Smith, her husband, Verona Isabelle Clinton Hull, Raymond Hull, her husband for the consideration of the sum of Ten and no/100 Dollars, to them paid, have bargained and sold and by these presents do bargain, sell and convey unto Anton Furman the following described premises, to-wit:

Beginning at the center of Section Sixteen (16), Township twenty-nine (29) South, Range twelve (12 W. W. N.) West W. N., thence South 5 degrees, fifty-five (55) minutes, East 622.5 feet, thence East 1242 feet, thence South 245.5 feet, thence West 494 feet, thence South 116 feet to an iron pin for the place of beginning, thence West 761 feet, thence South 41.7 feet, thence East 10 feet, thence South 195 feet, thence East 741 feet, thence North 236.7 feet to the place of beginning containing 4.93 acres more or less in County of Coos, State of Oregon excepting one and 0.28 (1.28/100) acres on East side next to the William Berger property, more particularly described as follows:

Beginning at a point at the iron pin at the place of beginning of the above described tract, running thence south 236.7 feet, thence west 235.9 feet, thence north 236.7 feet,

D-124

DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION  
CONTRACT AND GRANT OF EASEMENT  
(Transmission Line and Access Road)

82 3 4875

THIS AGREEMENT made this 29 day of APRIL 1984

LEONARD J. ALLEN and BARBARA L. ALLEN, As Tenants by the Entirety,

in and to the Grantor, whereas one or more, and the UNITED STATES OF AMERICA, Department of the Interior, Bonneville Power Administration, pursuant to the Bonneville Project Act, Act of August 29, 1937, Ch. 75, 50 Stat. 731, 65 America's, 16 U.S.C. 832 (1976), and the Federal Columbia River Transmission System Act, Act of October 18, 1974, P.L. 93-464 85 Stat. 1976, 16 U.S.C. 828 (Supp. IV).

WITNESSETH

That the parties hereto covenant and agree as follows:

1. The Grantor, for and in consideration of the sum of \$ 5000 and the provisions contained in this agreement, does hereby grant and convey to the United States of America and its assigns, a perpetual easement and right-of-way for electric power transmission purposes in, upon, over and under the following described land, to wit: As depicted in Exhibit A attached hereto and by this reference made a part hereof.

2. The grant shall include the right to enter and to locate, construct, operate, maintain, repair, rebuild, upgrade, remove and patrol one or more of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage together with the present or future right to clear the right-of-way and to keep the same clear of all structures, trees, brush, and any other vegetation, and fire hazards, provided, however, that vegetation and fire hazards shall not include agricultural crops. All such trees, brush, vegetation, structures and fire hazards presently on the right-of-way shall become the property of the United States on the date of acceptance hereof, and may be disposed of by the United States in any manner it deems to be in the public interest. Title to trees and merchantable timber hereafter growing within the right-of-way shall be and remain in the United States.

3. The Grantor also does hereby grant and convey to the United States of America and its assigns a perpetual non-exclusive easement for access road purposes in, upon, and across the following described land of the Grantor, to wit: An existing road in the NE 1/4 of Section 24, Township 77 South, Range 12 West, Willamette Meridian, in Coos County, Oregon as shown on Exhibit B attached hereto and by this reference made a part hereof.

for the following purposes, namely, the right to enter and locate, construct, use, maintain, repair, and rebuild a road(s), together with cuts and fills as needed.

(a) The Grantor reserves the right to use the road(s) for ingress and egress insofar as the same is located on the land of the Grantor, such reserved right to be exercised in a manner that will not interfere with the use of the road(s) by the United States.

(b) The United States shall repair damage to the road(s) caused by or arising out of its use thereof.

4. Above listed access road(s) may be used for access to and from any existing or future transmission lines of the United States which have been or may be constructed adjacent or nearby adjacent thereto.

5. Notice of acceptance of this instrument by the United States shall be given to the Grantor at his last known address within six months from the date hereof, or this offer shall be void. Upon the issuance of such notice, the United States shall have the right to immediately exercise the rights granted herein.

6. The rights granted herein are subject to easements of record and general rights of third parties.

7. In addition to the consideration recited herein, the United States shall repair or compensate the Grantor for damage to agricultural crops, fences, and irrigation and drainage systems within the transmission line right-of-way or access road that occurs as a result of and during the construction, reconstruction, removal or maintenance of the transmission line(s). Payment for such damage shall be made on the basis of an appraisal approved by the United States.

8. The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the United States, and obtain such curative evidences of title as may be requested by the United States.

9. The United States shall pay all costs incidental to the preparation and recording of this instrument, and for the procurement of the title evidence.

10. The Grantor covenants to and with the United States that the Grantor is lawfully seised and possessed of the land aforesaid, has a good and lawful right and power to sell and convey the same, that the same is free and clear of encumbrances, except as herein provided, and the Grantor will forever warrant and defend the title to the rights granted herein and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

11. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Grantor, and the assigns of the United States.

12. Future expenditures to be made by the United States as provided herein are subject to the availability of funds therefor.

13. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

Accepted for the UNITED STATES OF AMERICA: [Signature] (Date) [Signature] (Date)  
By: [Signature] (Date) [Signature] (Date)  
Barbara Conroy, Clerk, Bonneville Power Administration  
Title Note: [Signature] (Date) [Signature] (Date)

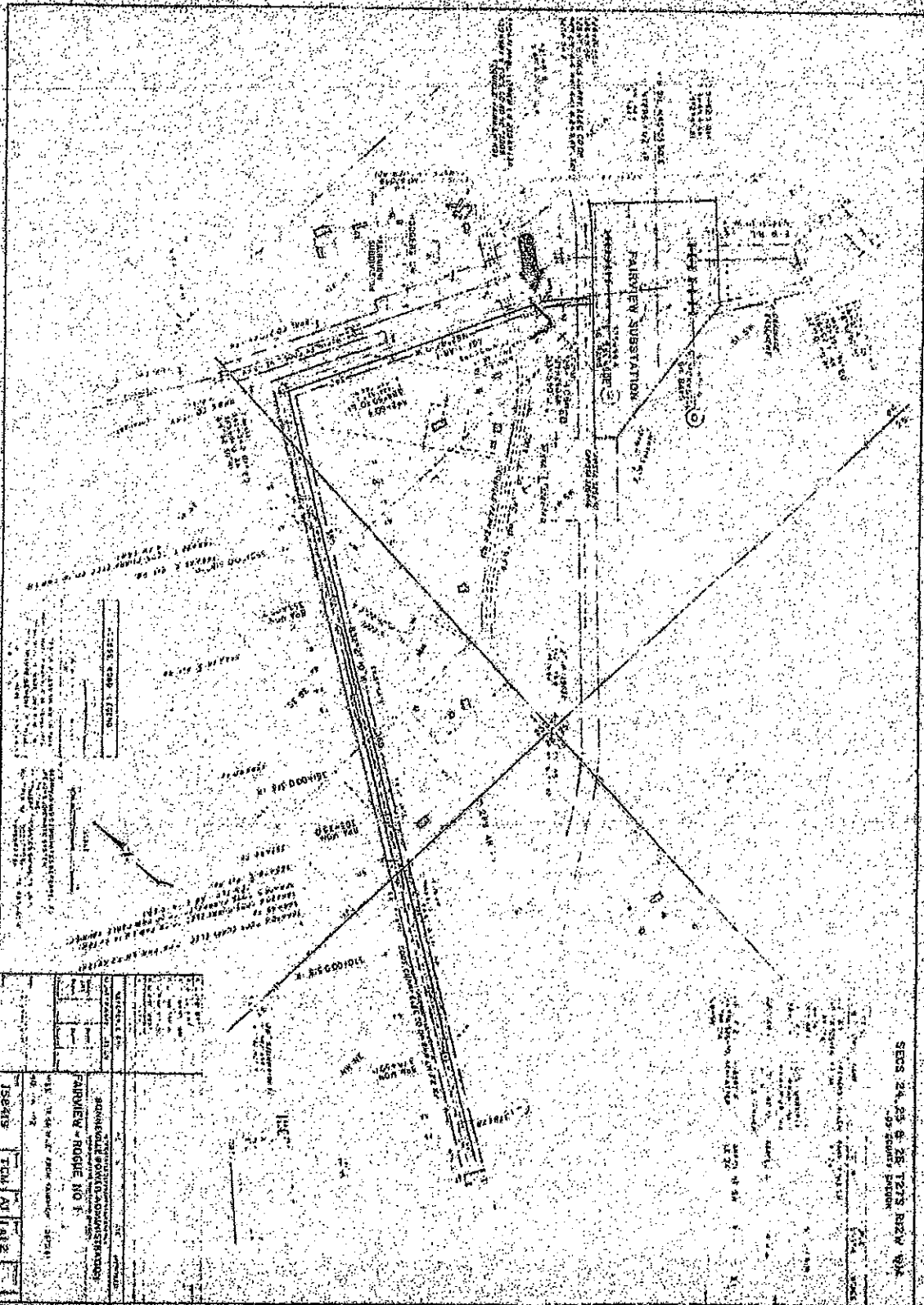
AGF-1-A-1

All of that portion of the property described and recorded in Microfilm Reel No. 77-4-06565, Records of Coos County, Oregon, within the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 24, Township 27 South, Range 12 West, Willamette Meridian, said County, that lies westerly of the existing right-of-way of the Bonneville Power Administration as recorded in Book 257, page 664, Deed Records of said Coos County, northerly of the existing BPA Fairview Substation as recorded in Book 254, page 636, said records, and easterly of a line 50 feet westerly of and parallel with the centerline of the Fairview-Rogue No. 1 transmission line. The centerline is described, with reference to the Oregon Coordinate System - South Zone, as follows:

Beginning at the center of Bay 17, at station 321+51.4 of the existing BPA Fairview Substation, which bears N.63°53'40"E., 2238.7 feet from the southwest corner of Section 24, said Township and Range; thence N.49°26'20"W., 722.6 feet to station 328+74.0 BK = 329+28.0 Ah; thence N.62°42'10"W., 1335.4 feet to station 342+60.4; thence S.32°27'10"W., 1039.6 feet to a BPA monument in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 23, at station 353+00.0, which bears N.13°22'40"W., 1223.7 feet from the southeast corner of said Section 23, containing 0.2 acre, more or less.

Excepting therefrom the southerly 35.8 feet abutting said Fairview Substation as described and recorded in Microfilm Reel No. 79-5-1000.

AGF-1-A-1



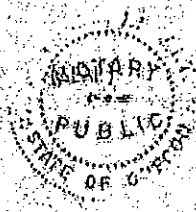
TITLE FAIRVIEW - ROGUE NO. 1 U.S. 17 1/2" x 22" 2nd Edition 1924	
DRAWN BY J. H. BROWN	CHECKED BY J. H. BROWN
DATE 1924	SCALE AS SHOWN
SHEET NO. 1	TOTAL SHEETS 1

SECS 24, 25 & 26 T2S R2W VA  
 OF COURT BOOK

823 4878

STATE OF OREGON }  
COUNTY OF CLATSOP } 58.

On this 22nd day of April, 1922, personally  
appeared John J. Hallgarth, personally known to me  
to be the same person who was a subscribing witness to the foregoing  
instrument, who, being sworn, stated that (he, she) resides at  
1000 1/2 1st St. Astoria, Or. and that (he, she)  
knew John J. Hallgarth and Rebecca J. Hallgarth  
the person (s) described in and who executed the foregoing instrument, and (he,  
she) acknowledged said instrument to be (his, her, their) voluntary act.



Rebecca J. Hallgarth  
Notary Public for Oregon  
My commission expires: 12-31-22



82 3 4879

(Statutes form of acknowledgment approved for use with all ordinances in Washington and Oregon)

STATE OF OREGON )

COUNTY OF MULTNOMAH )

On the 8th day of July, 1982, personally came before me, a notary public in and for said County and State, the within named Goosey

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year just above written.



*Northrup Jones*  
Notary Public in and for the  
State of Oregon  
Residing at Milwaukie  
My commission expires: 9-4-84

82 3 4879

State of Oregon }  
County of Coos }  
I hereby certify that the within instrument  
was filed for record in the Coos County  
Deed Records.  
WITNESS my hand and seal of County  
affixed.  
MARY ANN WILSON  
Coos County Clerk  
By *A. Chapman* deputy  
Return to *State*

Fee: 21.00

STATE OF )  
COUNTY OF )

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_, Oregon and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ records of said County.

Witness my hand and seal of County affixed.

RECORDED BY  
PIONEER NATIONAL  
TITLE INSURANCE  
Coos County Branch

By \_\_\_\_\_ Deputy

TITLE SECTION, BRANCH OF 1981  
DORRNEVILLE POWER ADMINISTRATION  
PORTLAND, OREGON 97208

BPA 1774  
MAY 1982

EASEMENT AGREEMENT

THIS AGREEMENT made this 23<sup>rd</sup> day of June, 1988  
by and between ARCHIE D. CLAWSON, hereinafter "Clawson", LEONARD  
J. ALLEN and BARBARA L. ALLEN, hereinafter "Allens", and DAVID N.  
HOPKINS and SHIRLEY D. HOPKINS, hereinafter "Hopkins";

RECITALS:

Clawson is the owner of the following described real  
property located in Coos County, Oregon:

A parcel of land in the Southwest quarter of  
Section 24, Township 27 South, Range 12 West  
of the Willamette Meridian, Coos County,  
Oregon, being more particularly described as  
follows: Beginning at an iron rod post which  
is 631.86 feet North by one Bearing and  
789.11 feet East of the Southwest corner of  
Section 24 and running thence North 46° 55' West  
340 feet, more or less, to the Southeasterly  
right of way of the Coquille to Fairview County  
Road; thence Northeasterly along the said right  
of way to a point which is 1666.47 feet North and  
1293.62 feet East of the Southwest corner of said  
Section 24; thence South 42° 06' East 345.00 feet;  
thence Northeasterly in a straight line to the  
Southeast corner of that property recorded in the  
Coos County Assessor's office as Serial #6659-1;  
thence Northeasterly along the Southeasterly  
boundary of said property 216 feet, more or less,  
to the Southwesterly boundary of the Coos Bay  
Wagon Road; thence Southeasterly along said Coos  
Bay Wagon Road boundary 85 feet, more or less to  
the most Northerly corner of that property held by  
the United States of America and recorded in the  
County Assessor's office as Serial #6662-1; thence  
Southwesterly along the Northwesterly line of  
said property and said Northwesterly line extended  
to a point which is 80.00 feet South 46° 55' East  
from the point of beginning; thence North 46° 55'  
West 60 feet to a point; thence South 43° 05'  
West 475 feet; thence North 46° 55' West 20.00 feet;  
thence North 43° 05' East 475.00 feet to the  
point of beginning.

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

789  
641

88-12-0633

By Shirley D. Hopkins Deputy  
Recorder  
Fee \$ 25-2  
U.C. 17

Clawson purchased the real property from Allens and Allens reserved ownership of the well and pipeline described herein and an easement to maintain the well and pipeline and transport water from said location.

Allens are the owners of the following described real property located in Coos County, Oregon:

Beginning at the quarter corner on the West boundary of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 38° 00' East 1678 feet, more or less, to a point on the Northwesterly boundary of the Coquille-Fairview County Road; thence along said road boundary South 52° 32' West 165 feet, more or less, to a 5/8 inch iron rod at the most Easterly corner of that certain tract of land described in Book 294, Page 324, Deed Records of Coos County, Oregon; thence North 37° 28' West 417.5 feet to a 1/2 inch iron pipe at the most Northerly corner of said parcel; thence South 52° 32' West 208.75 feet to a 1/2 inch pipe at the most Westerly corner of said parcel; thence North 37° 28' West 473.1 feet to a 1/2 inch pipe; thence continuing North 37° 28' West for an additional 300 feet, more or less, to a point on the West boundary of said Section 24; thence Northerly along said Section line 605 feet, more or less, to the point of beginning.

Hopkins are the owners of the following described real property located in Coos County, Oregon:

A parcel of land situated in the SW $\frac{1}{4}$  of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, more particularly described as follows: Beginning at a 1/2 inch pipe set on the Northwesterly boundary of the Coquille-Fairview County Road 1098.52 feet North and 675.77 feet East of the Southwest corner of said Section 24; and running thence North 52° 32' East along the boundary of said County Road, 20.00 feet to the true point of beginning of the following described tract; thence North 37° 28' West at right angles to said road 230.78 feet; thence North 52° 32' East 188.75 feet; thence South 37° 28' East

230.78 feet to a 5/8 inch iron rod set in the  
Northwesterly boundary of the County Road; thence  
South 52° 32' West along said road boundary  
188.75 feet to the true point of beginning.

Located on the Clawson real property described above is  
a well and pipeline which supplies water to the Clawson property  
and which also supplies water to the Allens' real property and  
Hopkins' real property. A map showing the general location of  
the well and pipeline is attached hereto and incorporated herein  
by this reference.

The parties have reached an agreement among themselves  
as to the continuing use and maintenance of the water, well and  
pipeline and wish to place the terms of their agreement in  
writing.

NOW, THEREFORE, in consideration of the sale of real  
property by Allens to Clawson and the mutual covenants herein  
contained, and the parties hereto intending to be legally bound,  
it is agreed as follows:

AGREEMENTS

1. The above recitals and statement of consideration  
are incorporated herein by this reference.
2. The parties agree that Allens shall continue to be  
the owners of the well and pipeline depicted on the attached  
exhibit and located on Clawson's real property subject to the  
rules and regulations of the Water Resources Department of the  
State of Oregon. The parties agree that Allens, Hopkins' and  
Clawson shall have the right to take, use and consume water from

the well for domestic purposes, and that Allens shall have first right to the water, Hopkins shall have second right to the water and Clawson shall have third right to the water. The parties understand and acknowledge that all water within the State of Oregon from all sources of water supply belongs to the public and that the priority created by this instrument among the parties is subject to the rules, regulations and requirements of Oregon law relating to appropriation and use of water.

3. Clawson grants and conveys unto Allens and Hopkins, their heirs, successors and assigns, the right to maintain an underground water pipeline across the property of Clawson, in the location shown on the attached exhibit, for purposes of transporting water from the well on Clawson's real property to the Allens' real property and Hopkins' real property described herein, and the right to enter upon the real property of Clawson to make repairs to and maintain the well and pipeline.

4. The parties agree that the pipeline shall be maintained below the surface of the ground and not interfere with Clawson's use of the land and that repairs to the well and pipeline, if any, shall be done in a reasonable and workmanlike manner. Clawson may, at his option, relocate the pipeline, or any portion thereof, but any such relocation by Clawson shall be at his sole expense.

5. The parties assume, and release each other, from all risks associated with their use of the water, well and

pipeline, including the condition and quality of water from the well.

7. The parties shall share equally the costs of maintenance and repair of the well and pipeline, and the utility expense of operating the well pump on the property.

8. The easement and rights granted hereunder are declared to be appurtenant to the real property of the parties as described above. The easement rights and water from the well shall be used for domestic purposes only in connection with up to one single family residence on each of the three described parcels. If any of the parcels are divided, the other parcel unto which the property is divided shall have no right to the use of the easement and rights created hereunder.

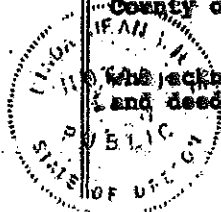
9. The terms and provisions of this agreement shall be binding upon and inure to the benefit of the heirs, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

*Archie D. Clawson*  
Archie D. Clawson

STATE OF OREGON )  
County of Coos ) ss.

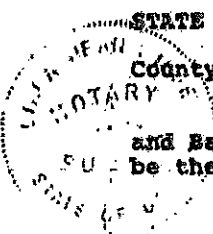
DATED: June 23, 1988



Personally appeared the above named Archie D. Clawson who acknowledged the foregoing instrument to be his voluntary act and deed. BEFORE ME:

*Linda J. Wilson*  
Notary Public for Oregon  
My Commission Expires: 3-3-89

Leonard J. Allen      Barbara L. Allen  
Leonard J. Allen      Barbara L. Allen



STATE OF OREGON )  
County of Coos ) ss.

DATED: June 23, 1988

Personally appeared the above named Leonard J. Allen and Barbara L. Allen who acknowledged the foregoing instrument to be their voluntary act and deed. BEFORE ME:

Linda J. Wilson  
Notary Public for Oregon  
My Commission Expires: 3-3-89

David N. Hopkins      Shirley D. Hopkins  
David N. Hopkins      Shirley D. Hopkins

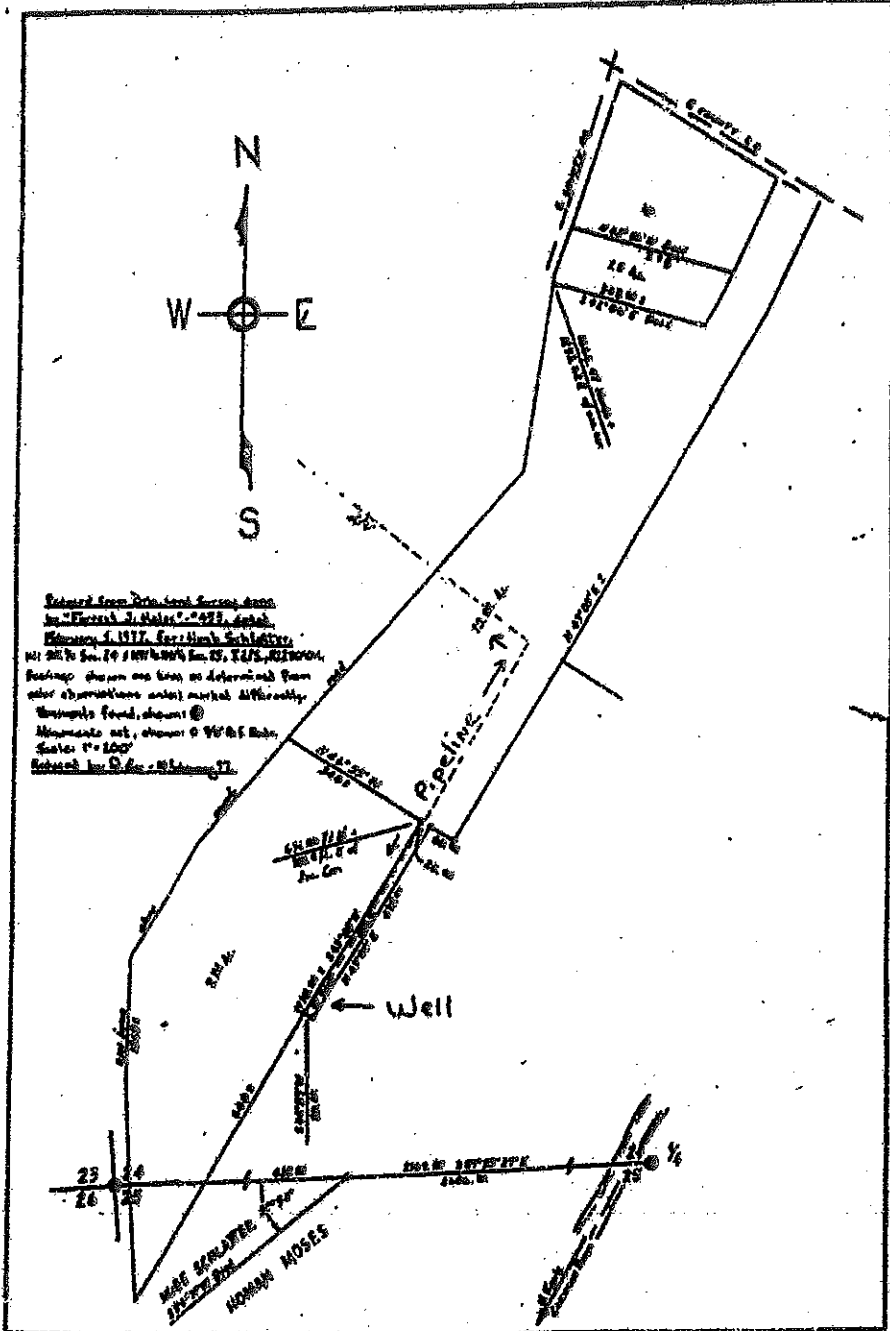


STATE OF OREGON )  
County of Coos ) ss.

DATED: June 23, 1988

Personally appeared the above named David N. Hopkins and Shirley D. Hopkins who acknowledged the foregoing instrument to be their voluntary act and deed. BEFORE ME:

Linda J. Wilson  
Notary Public for Oregon  
My Commission Expires: 3-3-89





RIGHT-OF-WAY EASEMENT 90 5 0126

W/01 2398

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, for a good and valuable consideration, the receipt thereof acknowledged, do hereby grant unto Coos-Curry Electric Cooperative, Inc., a cooperative corporation, whose post office address is P.O. Box 1268, Fort Orford, Oregon, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Coos, State of Oregon, and more particularly described as follows:

DEED REF. # 89-01-0581

SW $\frac{1}{4}$  of Sec 24, T. 27 S., R 12 W.M.

PARCEL 12.00  
ACT 6689.00

930  
State of Oregon  
County of Coos  
I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at 2:10 PM MAY 2, 1990  
By [Signature] Deputy  
#pages 1 Fee \$ 5.20

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

- OVERHEAD SYSTEM : To remove and trim trees and brush to the extent necessary to keep them clear of said electric line or system 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 the said lands are free and clear of encumbrances and liens whatsoever character, except those held by the following persons:

IN WITNESS THEREOF, the undersigned have set their hands and seal this 8<sup>th</sup> day of January, 1990, signed, sealed and delivered in the presence of:

OWNER'S SIGNATURE:

James J. Metcalf

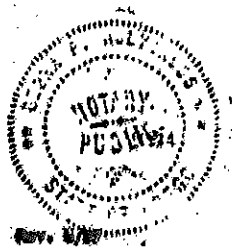
STATE OF OREGON  
COUNTY of Coos

BE IT REMEMBERED, that on this 8<sup>th</sup> day of January, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the

within named James J. Metcalf who is known to me to be the identical person described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal, this day and year last written above.

Debra J. Hlubec  
Notary Public for Oregon  
My Commission Expires: 11-23-93



(SEAL)

**PERSONAL PROPERTY TAX WARRANT**

(This is a lien demand and not an arrest warrant)

State of Oregon, County of COOS

Warrant Number: 2016 - 93

Date Issued: June 20, 2016

ss. Interest to: July 15, 2016

METCALF, JAMES I. & MARY C.  
58375 FAIRVIEW RD  
COQUILLE OR 97423-8730

The above named appears as owning or having possession or control of certain personal property on the accounts listed below. Taxes lawfully assessed, levied, and charged on said personal property have not been paid and are delinquent for the years and in the respective amounts specified.

This warrant is issued to enforce payment of these taxes pursuant to Oregon Revised Statute 311.610.

The description of the personal property as it appears in the latest tax roll, the year(s) for which taxes are delinquent, the principal amount for delinquent taxes for each year plus interest to the date of issuance of this warrant, and service charges, are as follows:

Description of Personal Property			Tax Year	Amount of Taxes	Amount Due	
Code Area	Account Number	Kind of Property			Interest	Total
00810	172486	MANUFACTURED STRUCTURE	2015	238.88	15.92	254.80
Total Amount of Taxes to be Recorded			Total Taxes and Interest		254.80	
			Service Charges		102.00	
			TOTAL Due		\$356.80	

The amount due on this warrant is the sum of total taxes due, interest on all past due installments at the rate of 1.3333 percent per month until paid (ORS 311.505), and the service charges.

**SERVICE OF WARRANT**

A duplicate of this warrant was served on the person named by:

Certified Mail (ORS 311.620) June 20, 2016  
Date Mailed

The cost of such service is \$ 102

**RELEASE OF LIEN**

COOS COUNTY, OREGON 2016-04996  
\$36.00 06/20/2016 10:21:55 AM  
Pgs=1

This warrant has been satisfied in full, and the lien is fully released.

MARY BARTON  
Tax Collector



Terril L. Turi, Coos County Clerk

by \_\_\_\_\_ Date \_\_\_\_\_  
Deputy (MUST be signed to release lien)

- AFTER RECORDING RETURN TO COUNTY TAX COLLECTOR -

250 NORTH BAXTER COQUILLE, OREGON 97423

(541) 396-7725

**PERSONAL PROPERTY TAX WARRANT**

(This is a lien demand and not an arrest warrant)

State of Oregon, County of COOS

Warrant Number: 2017 - 125

Date Issued: June 20, 2017

ss.

Interest to: July 15, 2017

METCALF, JAMES I. & MARY C.  
58375 FAIRVIEW RD  
COQUILLE OR 97423-8730

COOS COUNTY, OREGON **2017-05737**

\$36.00

06/20/2017 11:04:56 AM

Pgs=1



00061441201700057370010012

DEBBIE HELLER, CEA, COOS COUNTY CLERK

The above named appears as owning or having possession or control of certain personal property on the accounts listed below. Taxes lawfully assessed, levied, and charged on said personal property have not been paid and are delinquent for the years and in the respective amounts specified.

This warrant is issued to enforce payment of these taxes pursuant to Oregon Revised Statute 311.610.

The description of the personal property as it appears in the latest tax roll, the year(s) for which taxes are delinquent, the principal amount for delinquent taxes for each year plus interest to the date of issuance of this warrant, and service charges, are as follows:

Description of Personal Property			Tax Year	Amount of Taxes	Amount Due	
Code Area	Account Number	Kind of Property			Interest	Total
00810	172486	MANUFACTURED STRUCTURE	2016	308.76	20.58	329.34
Total Amount of Taxes to be Recorded			Total Taxes and Interest		329.34	
			Service Charges		102.00	
			TOTAL Due		\$431.34	

The amount due on this warrant is the sum of total taxes due, interest on all past due installments at the rate of 1.3333 percent per month until paid (ORS 311.505), and the service charges.

**SERVICE OF WARRANT**

A duplicate of this warrant was served on the person named by:

Certified Mail (ORS 311.620) June 20, 2017  
Date Mailed

The cost of such service is \$ 102

**RELEASE OF LIEN**

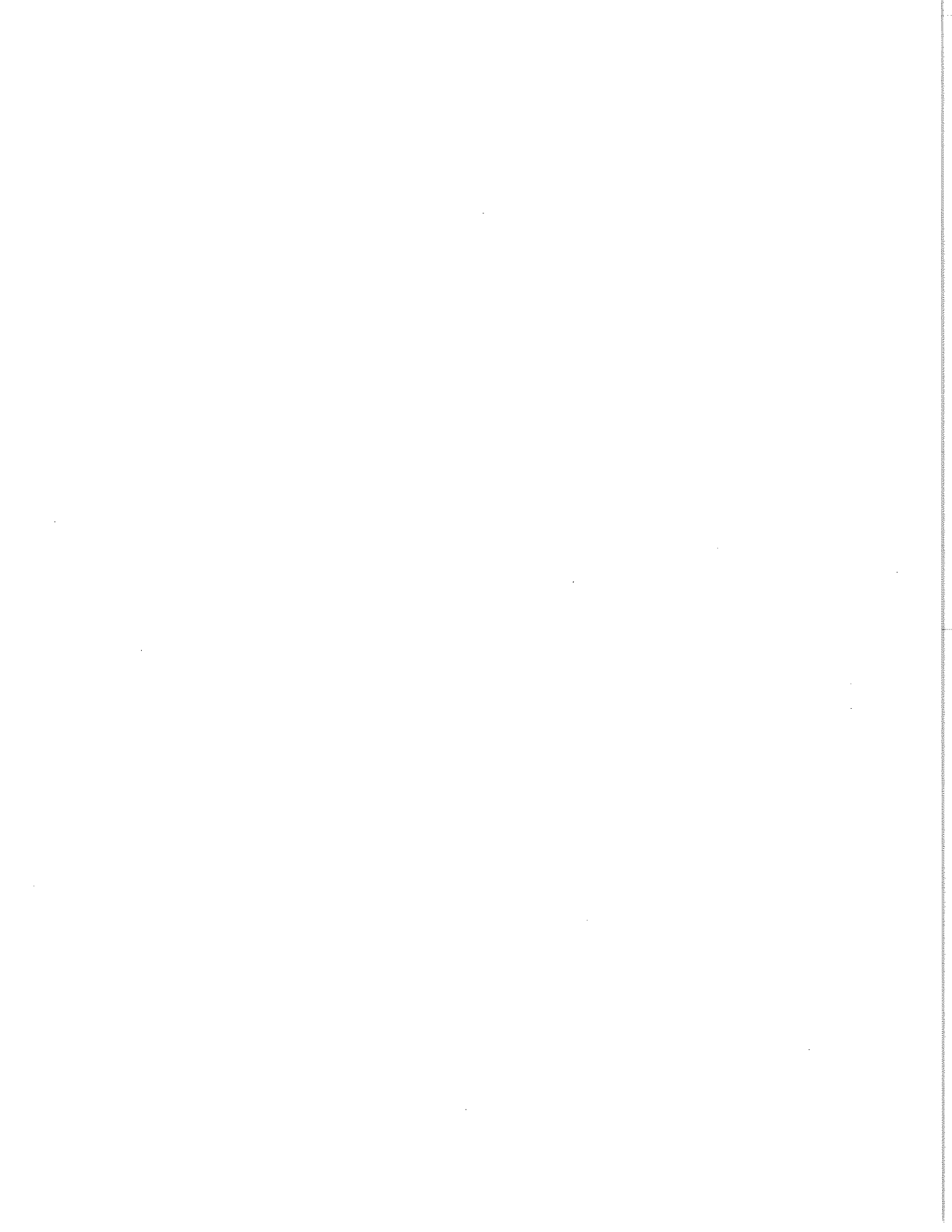
This warrant has been satisfied in full, and the lien is fully released.

MEGAN SIMMS

Tax Collector

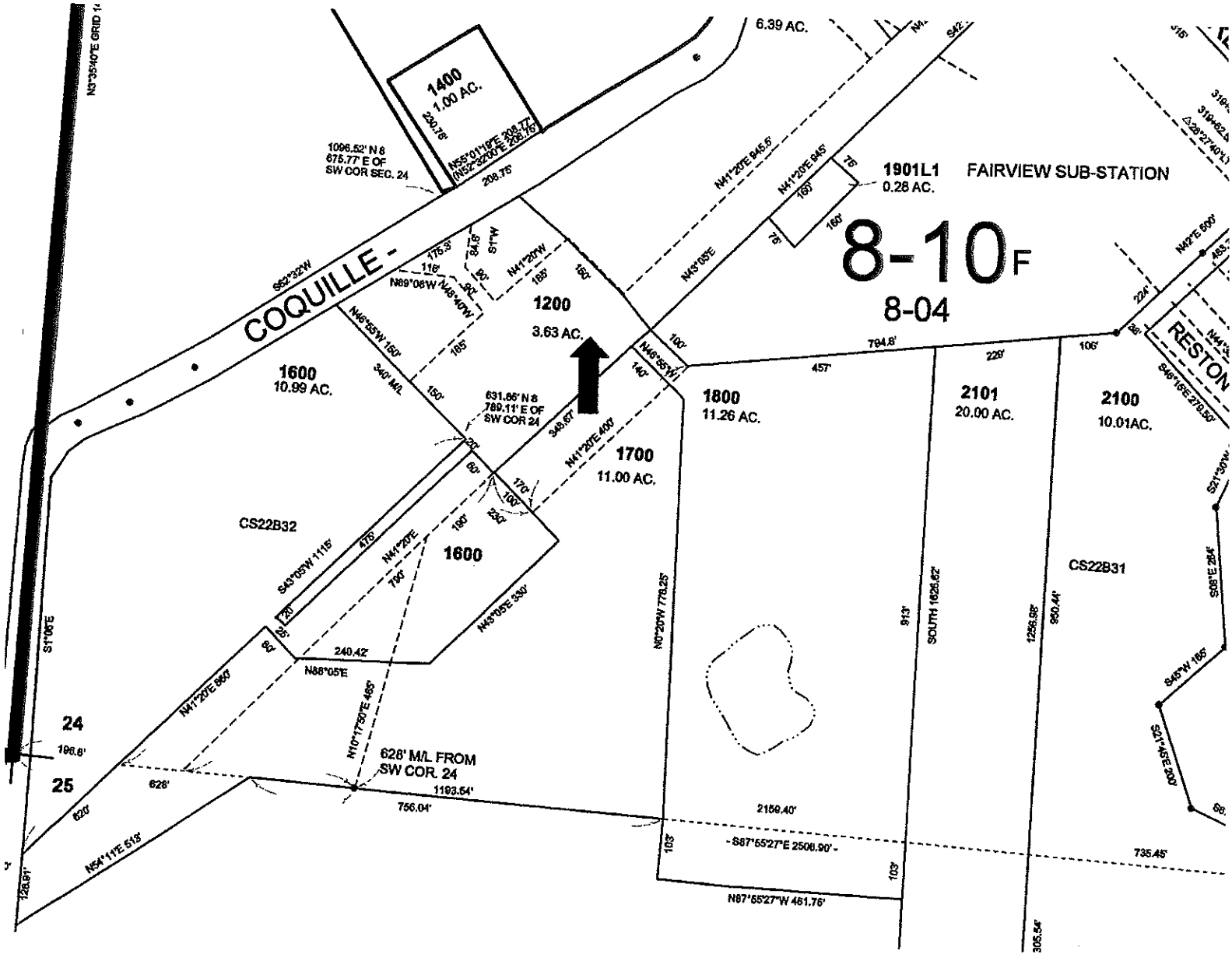
by \_\_\_\_\_ Date \_\_\_\_\_  
Deputy (MUST be signed to release lien)

-- AFTER RECORDING RETURN TO COUNTY TAX COLLECTOR--





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



**8-10<sup>F</sup>**  
**8-04**

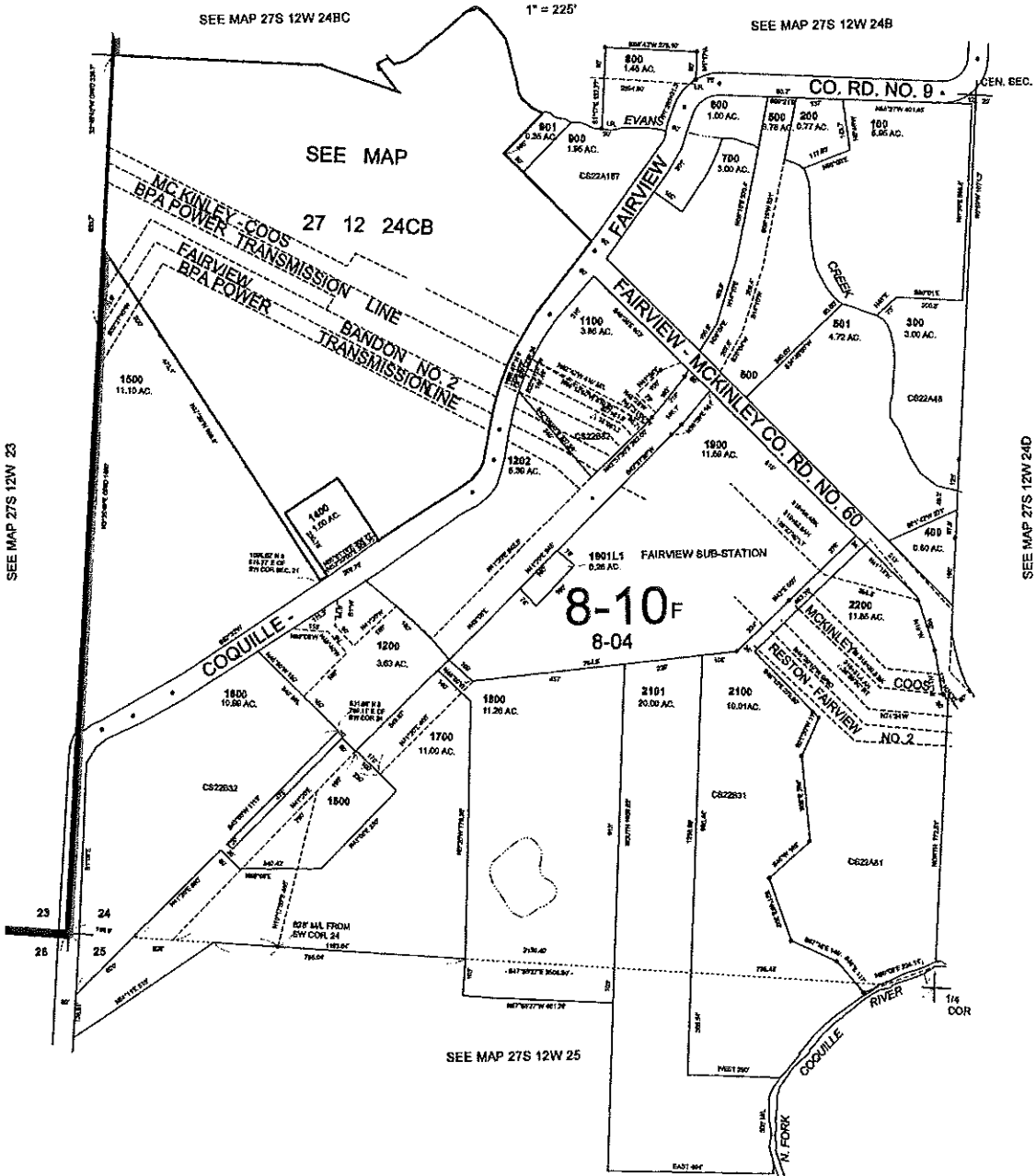
THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

SW1/4 SEC.24 T27S R12W W.M.  
COOS COUNTY

27S 12W 24C

CANCELLED NO.

- 1300
- 1301
- 2000
- 1203
- 1204
- 502
- 1000
- 1201



3-26-2013  
27S 12W 24C



300 W Anderson  
(541)269-5127

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

**To ("Customer"):** Stuntzner Engineering and Forestry, LLC  
PO Box 118  
Coos Bay, OR 97420

**Customer Ref.:** \_\_\_\_\_  
**Order No.:** 360619028621  
**Effective Date:** September 16, 2019 at 08:00 AM  
**Charge:** \$250.00

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

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

**Part One - Ownership and Property Description**

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

Chad A. Brown and Shei A. Brown, as tenants by the entirety

**Premises.** The Property is:

**(a) Street Address:**

58375 Fairview Road, Coquille, OR 97423

**(b) Legal Description:**

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

**Part Two - Encumbrances**

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

**EXCEPTIONS**

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.
2. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019  
Amount: \$217.81  
Levy Code: 0810  
Account No.: 665907  
Map No.: 27-12-24C TL1202

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

3. The Land has been classified as Farm/Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

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

Granted to: California - Oregon Power Company  
Recording Date: May 27, 1929  
Recording No: Book: 108, Page: 40

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

Granted to: California - Oregon Power Company  
Recording Date: July 24, 1937  
Recording No: Book: 129, Page: 310

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

Granted to: United States of America  
Recording Date: November 7, 1956  
Recording No: Book: 254, Page: 532

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

Granted to: United States of America  
Recording Date: November 7, 1956  
Recording No: Book: 254, Page: 536

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

Granted to: United States of America  
Recording Date: April 19, 1957  
Recording No: Book: 257, Page: 664



9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: United States of America  
Recording Date: July 89, 1957  
Recording No: Book: 259, Page: 206
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Pacific Power & Light Company  
Recording Date: March 19, 1958  
Recording No: Book: 264, Page 127
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Pacific Power & Light Company  
Recording Date: March 26, 1958  
Recording No: Book:264, Page 234
12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Pacific Power & Light Company  
Recording Date: April 23, 1969  
Recording No: 69-04-38026
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Pacific Power & Light Company  
Recording Date: August 3, 1971  
Recording No: 71-08-61694
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: United States of America, Department of the Interior Bonneville Power Administration  
Recording Date: July 14, 1982  
Recording No: 82-3-4875
15. Easement Agreement  
Executed by: Archie D. Clawson and Leonard J. Allen and Barbara L. Allen and David N. Hopkins and Shirley D. Hopkins  
Recording Date: December 9, 1988  
Recording No.: 88-12-0633
16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Coos-Curry Electric Cooperative, Inc., a cooperative corporation  
Recording Date: May 2, 1990  
Recording No: 90-05-0126
17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Coos-Curry Electric Cooperative, Inc.  
Recording Date: September 8, 2003  
Recording No: 2003-13698
18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Coos-Curry Electric Cooperative, Inc.,  
Recording Date: November 29, 2007  
Recording No: 2007-15011

19. Easement Agreement

Recording Date: March 14, 2018  
Recording No.: 2018-02412

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

Amount: \$176,000.00  
Dated: November 1, 2018  
Trustor/Grantor: Chad A. Brown and Shei A. Brown, as tenants by the entirety  
Trustee: Clear Recon Corp.  
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS) appointed as nominee for Guild Mortgage Company, a California Corporation  
Recording Date: November 2, 2018  
Recording No.: 2018-10614

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

Recording Date: November 6, 2018  
Recording No: 2018-10706

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

Grantor: Nonda George Henderson and Gail Beth Henderson, as tenants by the entirety  
Grantee: Chad A. Brown and Shei A. Brown, as tenants by the entirety  
Recording Date: November 2, 2018  
Recording No: 2018-10613

**End of Reported Information**

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

John Beaver  
541-269-5127  
john.beaver@ticortitle.com  
Ticor Title Company of Oregon  
300 W Anderson  
Coos Bay, OR 97420

**EXHIBIT "A"**  
Legal Description

Beginning at a 5/8" iron rod on the Easterly boundary of the abandoned Coos Bay Timber Company railroad from which the Southwest corner of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, bears South 52° 12' 01" West 1406.81 feet; Thence North 46° 55' 39" West (formerly N 48° 40' W) 340.57 feet to a 5/8" iron rod on the Easterly right-of-way of the Coquille-Fairview County Road from which said Southwest corner of Section 24 bears South 38° 14' 28" West 1393.94 feet; Thence Northeasterly 709.5 feet, more or less, along said Easterly right-of-way to a 5/8" iron rod, said rod being South 42° 06' 00" East 11.00 feet from a point 1666.47 feet North and 1293.62 feet East of said Southwest corner of Section 24; Thence South 42° 06' 00" East 326.46 feet to a 5/8" iron rod on the Westerly right-of-way of said abandoned railway; Thence North 45° 04' 21" East (formerly N 41° 20' E) 262.14 feet along said right-of-way to the point of a curve left; Thence along said curve left having a radius of 915.37 feet for 173.44 feet (the long cord being N 37° 31' 34" East 173.18 feet) to the Southwesterly right-of-way of the Fairview-McKinley County Road (Coos Bay Wagon Road); Thence Southeasterly 81.35 feet along said right-of-way to the Northwest corner of that parcel held by the United States of America and recorded in the County Assessors' office as Tax Account #6662-1; Thence Southeasterly along a curve right having a radius of 995.37 feet for 174.43 feet (the long chord being South 37° 58' 30" West 173.21 feet); Thence continuing along the Westerly boundary of said parcel (Acct. #6662-1) South 43° 04' 21" West (formerly S 41° 20' W) 945.50 feet to the Point of Beginning, and as shown on Survey Map CS 22B93, Surveyor Records of said Coos County, Oregon.

**LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

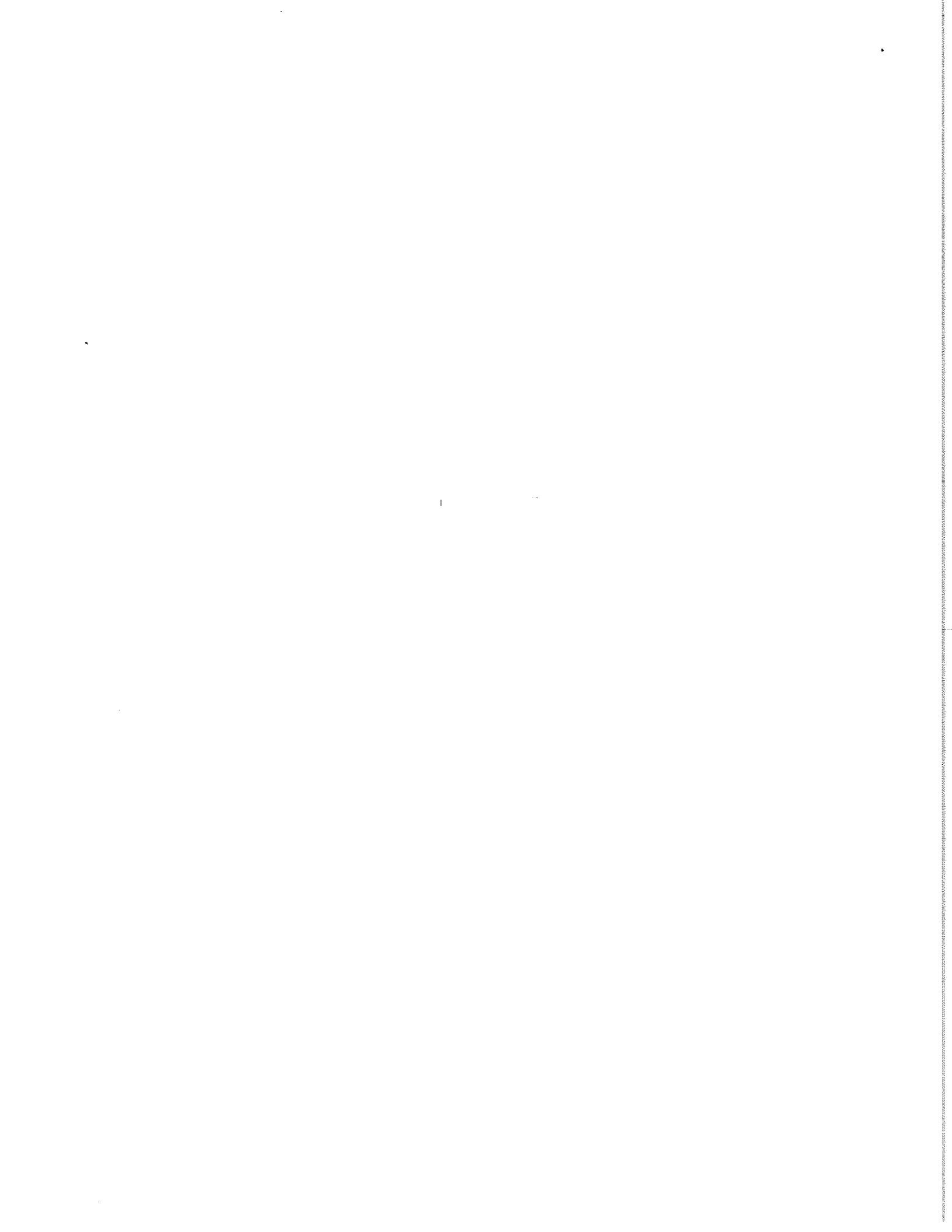
THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS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

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

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

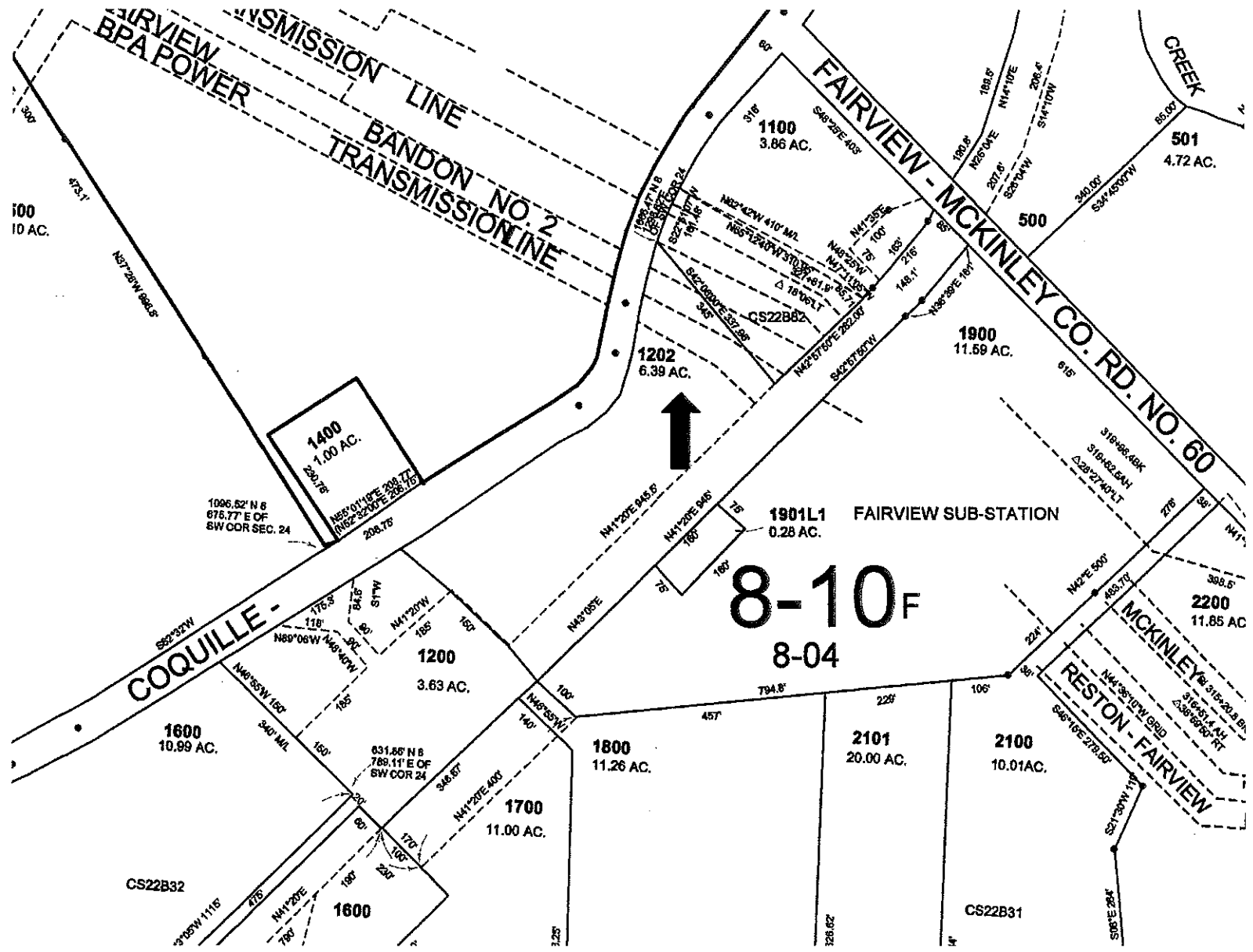
CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL,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

END OF THE LIMITATIONS OF LIABILITY





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



**8-10<sup>F</sup>**  
**8-04**

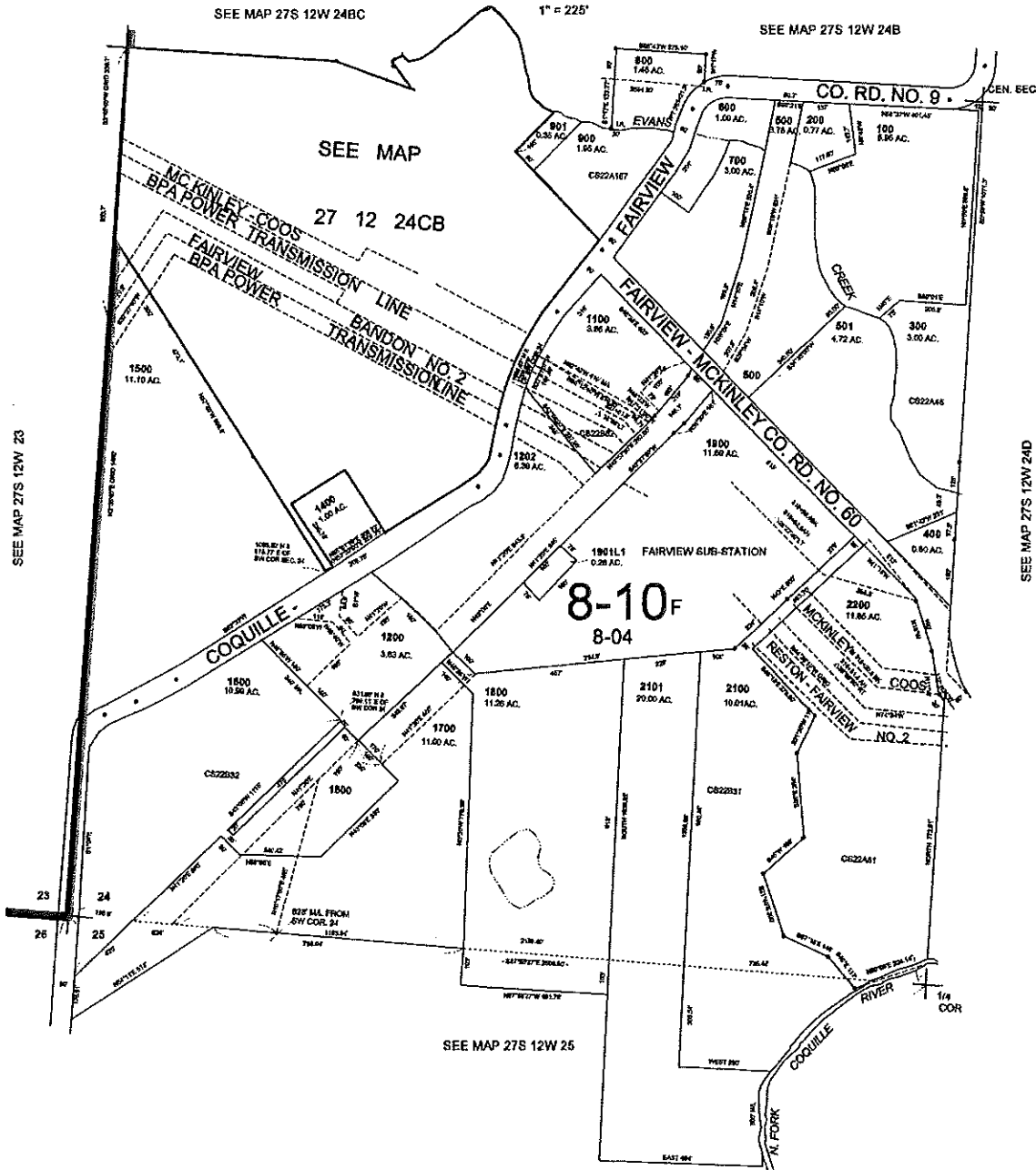
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SW1/4 SEC.24 T27S R12W W.M.  
COOS COUNTY

27S 12W 24C

CANCELLED NO.

- 1300
- 1301
- 2000
- 1203
- 1204
- 502
- 1000
- 1201



SEE MAP 27S 12W 24D

SEE MAP 27S 12W 23

3-26-2013  
27S 12W 24C



# COOS County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2019

**NOT OFFICIAL VALUE**

September 11, 2019 5:00:38 pm

Account # 665907  
 Map # 27S1224C001202  
 Code - Tax # 0810-665907

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Legal Descr See Record

Mailing Name BROWN, CHAD A & SHEI A

Deed Reference # 2018-10613

Agent

Sales Date/Price 11-01-2018 / \$220,000.00

In Care Of

Appraiser GORDON WEST

Mailing Address 3020 ALLEN RD  
 BAKERSFIELD, CA 93314-8629

Prop Class 649 MA SA NH Unit  
 RMV Class 600 04 17 RRL 11615-1

Situs Address(s)	Situs City
ID# 58375 FAIRVIEW RD	COQUILLE

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
0810 Land	61,778					Land	0
Impr.	90,390					Impr.	0
<b>Code Area Total</b>	<b>152,168</b>	<b>99,420</b>	<b>102,004</b>	<b>3,948</b>	<b>2,584</b>		<b>0</b>
<b>Grand Total</b>	<b>152,168</b>	<b>99,420</b>	<b>102,004</b>	<b>3,948</b>	<b>2,584</b>		<b>0</b>

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			LUC	Trended RMV	
						TD%	LS	Size			
0810	10	<input type="checkbox"/>		RC	Designated Forest Land	100	A	1.39	C	006*	1,018
0810	20	<input checked="" type="checkbox"/>		RC	Designated Forest Land	100	A	4.00	C	006*	2,930
0810	30	<input checked="" type="checkbox"/>		RC	Market	111	A	1.00	HS	003	57,830
<b>Grand Total</b>								<b>6.39</b>			<b>61,778</b>

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown			Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%					
0810	1	2003	462	MH REAL DOUBLE CLASS 6	111		1,566	E - 1737	90,390	
<b>Grand Total</b>								<b>1,566</b>		<b>90,390</b>

Code Area	Type	Exemptions/Special Assessments/Potential Liability									
<b>NOTATION(S):</b>											
■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST											
■ FIRE PATROL ADDED 2014 AFFIDAVIT #20303 - #665997 COMBINED INTO #665907 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION											
■ MH EXEMPT FRM TITLE/AS'D AS RP ADDED 2019											
0810											
<b>FIRE PATROL:</b>											
■ FIRE PATROL SURCHARGE											
		Amount	47.50						Year	2019	
■ FIRE PATROL TIMBER											
		Amount	18.75	Acres	5.39				Year	2019	

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

11-Sep-2019

BROWN, CHAD A & SHEI A  
 3020 ALLEN RD  
 BAKERSFIELD, CA 93314-8629

Tax Account #	665907	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0810
Situs Address	58375 FAIRVIEW RD COQUILLE, OR 97423	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	\$217.81	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$214.08	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$210.14	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$205.68	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$204.02	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$24.57	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$24.41	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$24.25	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$24.01	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$23.89	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.74	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$22.88	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$22.74	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$22.71	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$22.51	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$6.25	Nov 15, 2003
	<b>Total</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$1,295.69	

**TAX NOTATION...**

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #665997 COMBINED INTO #665907 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

# COOS COUNTY ASSESSOR REAL PROPERTY ACCOUNT NAMES

9/11/2019 5:01:00 PM

**Account #** 665907  
**Map** 27S1224-C0-01202  
**Owner** BROWN, CHAD A & SHEI A  
 3020 ALLEN RD  
 BAKERSFIELD, CA 93314-8629

Name Type	Name	Ownership Type	Own Pct
OWNER	BROWN, CHAD A	OWNER	
OWNER	BROWN, SHEI A	OWNER	
OWNER	TENANTS BY ENTIRETY		
	HUSBAND		
	BROWN, CHAD A		
	WIFE		
	BROWN, SHEI A		

**COOS COUNTY ASSESSOR**  
**Manufactured Structure Assessment Report**  
**FOR ASSESSMENT YEAR 2019**  
**NOT OFFICIAL VALUE**

9/11/2019 5:01:35 PM

**Account #** 1737  
**Code - Tax #** 0810  
**Mailing Address** BROWN, CHAD A & SHEI A  
 3020 ALLEN RD  
 BAKERSFIELD, CA 93314-8629

**TAX STATUS** ASSESSABLE  
**ACCT STATUS** ACTIVE  
**SUBTYPE** EXEMPT  
**HOME ID** UNKNOWN  
**X NUMBER** 1737  
**EXEMPT #** 2018-10706

<b>SITUS ADDRESS</b>	<b>SITUS CITY</b>	<b>TAX NOTATION</b>	<b>SPLIT CODE</b>
58375 FAIRVIEW RD	COQUILLE	APPRaiser	GORDON WEST

VALUE SUMMARY							
CODE AREA	RMV	MAV	AV	TREND %	RMV EXCEPTION	CPR %	
0810	IMPR.	\$90,390	\$89,190	\$89,190	111%	IMPR.	

Manufactured Structure Information			
<b>VIN #</b>	PH20-6133AB	<b>STAT CLASS</b>	462
<b>BRAND</b>	PALM HARBOR	<b>QUALITY</b>	100
<b>MODEL</b>		<b>CONDITION</b>	A
<b>YEAR BUILT</b>	2003	<b>MA / SA / NH</b>	04 / 17 / RRL
<b>STICKER #</b>		<b>BEDROOMS / BATHS</b>	3 / 2

Real Property Information			
<b>REAL ACCOUNT #</b>	665907	<b>MA / SA / NH</b>	04 / 17 / RRL
<b>MAP</b>	27S1224C001202	<b>PROP CLASS</b>	649
<b>UNIT</b>	11615	<b>RMV CLASS</b>	600
<b>PARK NAME</b>			
<b>COMMENTS</b>			

FLOORS						
DESCRIPTION	CLASS	SQFT	SIZE TYPE	TYPE OF HEAT	RMV	
First Floor	6	1,566	S		65,828	

INVENTORY					
	Size/Qty	RMV		Size/Qty	RMV
1001 Fndtn - Conc/Block	170	6614	5001 Partitions - Drywall		0
1022 Fndtn Conc Rnrs Dbl	1566	1842	6003 IntComp - Avg Built-Ins		0
2004 HARDIBOARD		0	6007 IntComp - C'top Plastic/Lam		0
3101 Roof - Gable - Light Comp		0	8001 Plumb'g - Full Bath	2	0
4001 Floor - 1st Flr - Carpet/Vinyl		0	9003 Heat'g - F/A		0
<b>Total Inventory RMV</b>					<b>8456</b>

ACCESSORIES					
DESCRIPTION	EFF YEAR BUILT	SQFT	QUANTITY	RMV	
0601 Outbldg - Grdn Shed -Convntl	2003	144		1909	
<b>Total Accessories RMV</b>					<b>1909</b>

**EXEMPTIONS / SPECIAL ASSESSMENTS / POTENTIAL LIABILITY**

**TYPE**  
**NOTATION(S):**  
**DESCRIPTION** MH EXEMPT FRM TITLE/AS'D AS RP ADDED 2019 AMT TAX

**COMMENTS:** PALM HARBOR

No Tax Summary for Account 1737

**COOS COUNTY ASSESSOR  
MS ACCOUNT NAMES**

9/11/2019 5:01:54 PM

**Account #** 1737  
**Owner** BROWN, CHAD A & SHEI A  
3020 ALLEN RD  
BAKERSFIELD, CA 93314-8629

---

<b>Name Type</b>	<b>Name</b>	<b>Ownership Type</b>	<b>Own Pct</b>
OWNER	BROWN, CHAD A	OWNER	
OWNER	BROWN, SHEI A	OWNER	

39510-

## GRANT OF RIGHT OF WAY

THIS INSTRUMENT made this 23rd day of May A. D. 1929 by and between Z. C. Strang & Ella Strang, parties of the first part and The California Oregon Power Company, a California corporation, party of the second part,

WITNESSETH: That said parties of the first part for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid by said party of the second part the receipt whereof is hereby acknowledged do hereby grant unto said party of the second part its successors and assigns the right of way and easement to erect, construct, repair, replace, maintain and use the lands of said parties of the first part hereinafter particularly described for transmission and distribution of electricity and for all purposes connected therewith, poles, towers and wires suspended thereon and supported thereby and all necessary or proper cross-arms, braces, connections, fastenings and other appliances and fixtures, and wires for the telephone purposes of said party of the second part, its successors and assigns; also, to remove the trees and make the clearing necessary or desirable for the purposes aforesaid both on and adjoining said right of way also to put in place necessary guy wires and brace poles along said line the party of the second part its successors or assigns may construct and maintain gates at all fences crossed by its transmission lines but shall keep locks ther on and give permission to no one save employees of the party of the second part its successors and assigns to enter therein.

The said lands of said parties of the first part above mentioned are situate in the County of Coos, State of Oregon, and are particularly described as follows:

Southwest quarter (SW<sup>1</sup>) Section 24 in Township 27 South Range 12 East

Towers to be located as survey stakes are now located one in center of field west of county road running North-South through property and one to be located east of same road and in ditch and cased as it is located on an angle.

IN WITNESS WHEREOF the parties of the first part have executed these presents on the day and year first hereinabove written.

Thos. H. Ness, Witness  
T. H. Watson, Witness

Z. C. Strang  
Ella Strang

State of Oregon  
County of Coos  
I, THOS. H. NESS, Notary Public in and for said County and State, personally appeared the within named Z. C. Strang and Ella Strang, his wife, to me personally known to be the individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

Thos. H. Ness  
Notary Public in and for the County of Coos  
State of Oregon  
My commission expires March 27, 1933  
(Notarial Seal)

Recorded Mar 27, 1929, 2 P.M.  
Thos. H. Watson, County Clerk

39511-

## GRANT OF RIGHT OF WAY

THIS INSTRUMENT made this 10th day of May A. D. 1929 by and between S. K. Hatcher, a widower, party of the first part and The California Oregon Power Company a California corporation, party of the second part,

WITNESSETH: That said party of the first part for and in consideration of the sum of One Dollar (\$1.00) to him in hand paid by said party of the second part the receipt whereof is hereby acknowledged does hereby grant unto said party of the second part its successors and assigns the right of way and easement to erect, construct, repair, replace maintain and use, from time to time as said party of the second part its successors and assigns

may see fit, over, along, across and upon the lands of said party of the first part hereinafter particularly described for transmission and distribution of electricity and for all purposes connected therewith, poles, towers, transmission and distribution of electricity and for all purposes connected therewith poles, towers and wires suspended thereon and supported thereby and all necessary or proper cross-arms, braces, connections, fastenings and other appliances and fixtures and wires for the telephone purposes of said party of the second part its successors and assigns; also, to remove the trees and make the clearing necessary or desirable for the purposes aforesaid both on and adjoining said right of way; also to put in place necessary guy wires and brace poles along said line; the party of the second part, its successors or assigns, may construct and maintain gates at all fences crossed by its transmission lines, but shall keep locks thereon and give permission to no one save employees of the party of the second part its successors or assigns to enter thereat.

The said lands of said party of the first part above mentioned are situated in the County of Coos State of Oregon and are particularly described as follows:

The Southwest Quarter of the Southeast Quarter (SW<sup>1</sup>/<sub>4</sub> of SE<sup>1</sup>/<sub>4</sub>) of Section 24, Township 27 S., Range 12 West, as right of way stakes are now located across said property. Power Company to pay for all damage to crops, fences, fruit trees.

THE WITNESS WHEREOF the party of the first part has executed these presents on the day and year first hereinabove written.

Thos. H. Nees, Witness  
 W. H. Waters, Witness  
 S. K. Hatcher His Mark

State of Oregon  
 County of Coos: ss THIS CERTIFICATE, that on this 10th day of May A. D. 1929 before me, a Notary Public in and for said County and State, personally appeared the within named S. K. Hatcher, a widower, to me personally known to be the individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

Thos. H. Nees  
 Notary Public in and for the County of Coos  
 State of Oregon  
 My commission expires March 27, 1933  
 (Notarial Seal)

Recorded May 27, 1929, 2 P.M.  
 Robt. R. Watson, County Clerk

GRANT OF RIGHT OF WAY

38612- THISIndenture Made this 15th day of May A. D. 1929 by and between Emmet Finney and Addie H. Finney, husband and wife, parties of the first part and The California Oregon Power Company, a California corporation, party of the second part,

WITNESSETH: That said parties of the first part for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged do hereby grant unto said party of the second part its successors and assigns the right of way and easement to erect, construct, repair, replace, maintain and use from time to time as said party of the second part, its successors and assigns may see fit, over, along, across and upon the lands of said parties of the first part hereinafter particularly described for transmission and distribution of electricity and for all purposes connected therewith poles, towers and wires suspended thereon and supported thereby and all necessary or proper cross-arms, braces, connections, fastenings and other appliances and fixtures and wires for the telephone purposes of said party of the second part, its successors and assigns; also, to remove the trees and make the clearing necessary or desirable for the purposes aforesaid, both on and adjoining said right of way; also to put in place necessary guy wires and brace poles along said line; the party of the second part its successors or assigns may

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the same freely and voluntarily and for the uses and purposes therein expressed.

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

Recorded July 28, 1937, 4:50 P. M.  
L. W. Oddy, County Clerk

Alfred S. May  
Notary Public for Oregon  
My Commission Expires Aug. 11, 1940  
(Notarial Seal)

54365- KNOW ALL MEN BY THESE PRESENTS, That LILLY McDonough, and now known as LILLY McADAMS, and JOHN R. McADAMS, her husband, of the County of Coos State of Oregon, in consideration of TEN DOLLARS, (\$10.00) and other valuable considerations Dollars, to them paid by MARY BELL, of the County of Coos State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said MARY BELL, her heirs and assigns, all the following bounded and described real property, situated in the County of Coos and State of Oregon.

The Northwest quarter (¼) of the Southeast quarter (¼) of Section Twenty-one (21), Township Twenty-six (26) South, Range Thirteen (13) West of the Willamette Meridian, Coos County, State of Oregon.

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all of their estate, right, title and interest, in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD, the above described and granted premises unto the said MARY BELL, her heirs and assigns forever.

IN WITNESS WHEREOF, We, the grantors above named hereunto set our hands and seals this 2nd day of July A. D. 1937.

Executed in the Presence of  
W. W. McInturff, Myrtle N. Shelley

Lilly McDonough )Seal  
And now known as Lilly McAdams )Seal  
John R. McAdams )Seal

STATE OF OREGON,  
County of Coos, ss. BE IT REMEMBERED, That on this 2nd day of July A. D. 1937, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Lilly McDonough, and now known as Lilly McAdams, and John R. McAdams, her husband, who are known to me to be the identical persons 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 notarial seal the day and year last above written.

Recorded July 24, 1937, 9:30 A. M.  
L. W. Oddy, County Clerk

Myrtle N. Shelley  
Notary Public for Oregon  
My Commission Expires March 18th, 1941  
(Notarial Seal)

54366-

GRANT OF RIGHT OF WAY

THIS INDENTURE, made this Eighth day of July A. D., 1937, by and between Z. C. STRANG AND ELLA STRANG parties of the first part, and THE CALIFORNIA OREGON POWER COMPANY, a California corporation, party of the second part,

WITNESSETH: That said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant unto said party of the second part, its successors and assigns, the right of way and easement to erect, construct, repair, replace, maintain and use, from time to time as said party of second part, its successors and assigns, may see fit, over, along, across and upon the lands of said parties of the first

part hereinafter particularly described, for transmission and distribution of electricity, and for all purposes connected therewith, poles, towers and wires suspended thereon and supported thereby and all necessary or proper cross-arms, braces, connections, fastenings and other appliances and fixtures, and wires for the telephone purposes of said party of the second part, its successors and assigns; said right of way to be \_\_\_ feet wide, \_\_\_ feet on \_\_\_ side of the pole line as surveyed, or as hereafter constructed; also, to remove the trees and make the clearing necessary or desirable for the purposes aforesaid, both on and adjoining said right of way; also to put in place necessary guy wires and brace poles; the party of the second part, its successors or assigns, may construct and maintain gates at all fences crossed by its transmission lines, but shall keep locks thereon and give permission to no one save employees of the party of the second part, its successors or assigns, to enter therein.

The said lands of said parties of the first part, above mentioned, are situate in the County of Coos State of Oregon, and are particularly described as follows:

Property owned by parties of the first part located in the Northwest quarter of the Southwest quarter of Section 24, Twp. 27 S. Range 12 W. W. N.

For telephone line consisting of one pole and two down guys, no guys or poles to be on cultivated ground. Approved as to Engineering Details: W. B. R.

IN WITNESS WHEREOF, the parties of the first part have executed these presents on the day and year first hereinabove written.

W. C. Vaughan, Witness

Z. C. Strang  
Ella Strang

STATE OF OREGON

County of Douglas; ss. THIS CERTIFIES that on this 8th day of July A. D., 1937, before me H. E. Goldson, Notary Public in and for said County and State, personally appeared the within named Z. C. Strang and Ella Strang, to me personally known to be the individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

H. E. Goldson  
Notary Public in and for the County of Douglas  
State of Oregon  
My Commission Expires July 21, 1940  
(Notarial Seal)

Recorded July 24, 1937, 10:00 A. M.  
L. W. Odgy, County Clerk

54367. THIS INDENTURE WITNESSETH, That Anna Merle Clinton Kellenberger, Alfred G. Kellenberger, her husband, Eileen Elizabeth Clinton Smith, Virgil Smith, her husband, Verona Isabelle Clinton Ball, Raymond Ball, her husband for the consideration of the sum of Ten and no/100 Dollars, to them paid, have bargained and sold and by these presents do bargain, sell and convey unto Anton Furman the following described premises, to-wit:

Beginning at the center of Section Sixteen (16), Township twenty-nine (29) South, Range twelve (12 W. W. N.) West W. N., thence South 5 degrees, fifty-five (55) minutes, East 683.6 feet, thence East 1242 feet, thence South 245.3 feet, thence West 494 feet, thence South 116 feet to an iron pin for the place of beginning, thence West 751 feet, thence South 41.7 feet, thence East 10 feet, thence South 195 feet, thence East 741 feet, thence North 236.7 feet to the place of beginning containing 4.03 acres more or less in County of Coos, State of Oregon excepting one and 0.28 (1.28/100) acres on East side next to the William Barger property, more particularly described as follows:

Beginning at a point at the iron pin at the place of beginning of the above described tract, running thence south 236.7 feet, thence west 235.8 feet, thence north 236.7 feet,

D-1129

2730

Tracts R-MK-78, R-MK-82,  
R-MK-AR-310 Parcel 3, -312,  
-313, -314, -320, -321 & -322TRANSMISSION LINE EASEMENT  
AND ACCESS ROAD EASEMENT

The Grantors, LESTER W. GARDNER and LOUISE GARDNER, husband and wife, for and in consideration of the sum of TWO THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS (\$2,345.00), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grant, bargain, sell, and convey to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair, rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across the following-described parcels of land in the County of Coos, in the State of Oregon, to-wit:

Tract R-MK-78

That portion of the  $\frac{E}{2}SE\frac{1}{4}$ ,  $NW\frac{1}{4}SE\frac{1}{4}$ ,  $SW\frac{1}{4}NE\frac{1}{4}$ ,  $E\frac{1}{2}NW\frac{1}{4}$  and Government Lot 1 of Section 30, Township 27 South, Range 11 West of the Willamette Meridian, Coos County, Oregon, which lies within a strip of land 125 feet in width, the boundaries of said strip lying 62.5 feet distant from, on each side of and parallel to the survey line of the Reston-Fairview transmission line as now located and staked on the ground over, across, upon, and/or adjacent to the above-described property, said survey line being particularly described as follows:

Beginning at survey station 3050 + 12.0 a point on the east line of Section 30, Township 27 South, Range 11 West, W.M., said point being S.  $6^{\circ}46'00''$  W. a distance of 4491.3 feet from the northeast corner of said Section 30; thence N.  $37^{\circ}09'30''$  W. a distance of 561.7 feet to survey station 3055 + 73.7; thence N.  $40^{\circ}53'20''$  W. a distance of 4217.4 feet to survey station 3097 + 91.1; thence N.  $41^{\circ}35'10''$  W. a distance of 258.8 feet to survey station 3100 + 49.9; thence N.  $43^{\circ}04'20''$  W. a distance of 1240.1 feet to survey station 3112 + 90.0 a point on the north line of said Section 30, said point being N.  $88^{\circ}55'40''$  W. a distance of 1925.1 feet from the quarter section corner on the north line of said Section 30.

Tract R-MK-82

That portion of that part of the  $SE\frac{1}{4}SW\frac{1}{4}$  of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying south-westerly of Coos County Road No. 447, which lies within a strip of land 125 feet in width, the boundaries of said strip lying 62.5 feet distant from, on each side of and parallel to the survey line of the Reston-Fairview transmission line as now located and staked on the ground over, across, upon, and/or adjacent to the above-described property, said survey line being particularly described as follows:

Beginning at survey station 3122 + 08.0 a point on the east line of Section 24, Township 27 South, Range 12 West, W.M., said point being S.  $5^{\circ}51'30''$  W. a distance of 2210.5 feet from the quarter section corner on the east line of said Section 24; thence N.  $74^{\circ}34'00''$  W. a distance of 1617.0 feet to survey station 3138 + 25.0; thence N.  $83^{\circ}36'00''$  W. a distance of 1195.6 feet to survey station 3150 + 20.6 Bk. = 316 + 51.4 Ah; thence N.  $44^{\circ}36'10''$  W. a distance of 381.1 feet to survey station 320 + 32.5 a point on the southerly boundary line of the U.S. Bonneville Power Administration's Fairview Substation site in the  $SE\frac{1}{4}SW\frac{1}{4}$  of said Section 24, said point being N.  $65^{\circ}47'10''$  E. a distance of 2380.1 feet from the southwest corner of said Section 24.

together with the right to clear said parcels of land and keep the same clear of all brush, timber, structures, and fire hazards, provided, however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present right to top, limb, fell, and remove all growing trees, dead trees, or snags (collectively called "danger trees") located on Grantors' land adjacent to said parcels of land and within a distance of 87.5 feet on both sides of and beyond the outside limits of the right of way between stations 3050 + 12 and 3112 + 90 (R-NK-78) and to 62.5 feet on the south side of and beyond the outside limits of the right of way between stations 318 + 00 and 320 + 00 (R-NK-82), which could fall upon or against said transmission and signal line facilities.

Also, in addition to the above-described easement and right of way, the Grantors herein grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA a permanent easement and right of way over, upon, and across that portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$  and E $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 30, Township 27 South, Range 11 West of the Willamette Meridian, Coos County, Oregon, excepting the Reston-Fairview 125-foot transmission line right of way, as now surveyed and staked on the ground and as shown colored in red on drawing numbered 91625 attached hereto and, by reference, made a part of the description of this access road easement and right of way, for the purpose of constructing, rebuilding, improving, maintaining, and using partly existing access roads approximately 14 feet in width, with such additional widths as are necessary to provide for cuts, fills, and turnouts, and for curves at angle points, to be used in connection with the aforementioned transmission line easement and right of way, together with such other rights and the right to construct such other appurtenant structures as are necessary to accomplish the purposes for which this access road easement and right of way is granted.

The Grantors will be permitted the right of ingress and egress over and across said roads and the right to pass and repass along and on said roads insofar as the same extend across the lands of the Grantors, said right to be exercised in a manner that will not interfere with the use of the roads by the UNITED STATES OF AMERICA, its agents and assigns.

This easement shall include the right to install guys and anchors beyond the outside limits of the right of way at angle points.

TO HAVE AND TO HOLD said easements and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

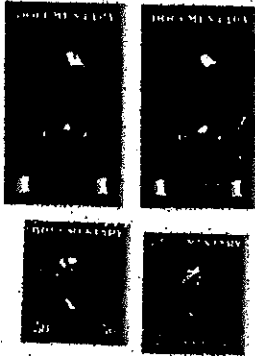
The Grantors covenant to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcels of land and also all growing trees, dead trees, or snags (collectively called "danger trees") cut and removed from Grantors' land adjacent to said parcels of land is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easements and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

The Grantors also covenant to and with the UNITED STATES OF AMERICA that Grantors are lawfully seized and possessed of the lands aforesaid; have a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantors will forever warrant and defend the title to said easements and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 17 day of Oct, 1956

Lester W. Gardner  
Lester W. Gardner

Louise Gardner  
Louise Gardner



STATE OF Oregon  
COUNTY OF Coos

} SS:

On the 17 day of October, 1956, personally came before me, a notary public in and for said County and State, the within-named Lester W. Gardner and Louise Gardner, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

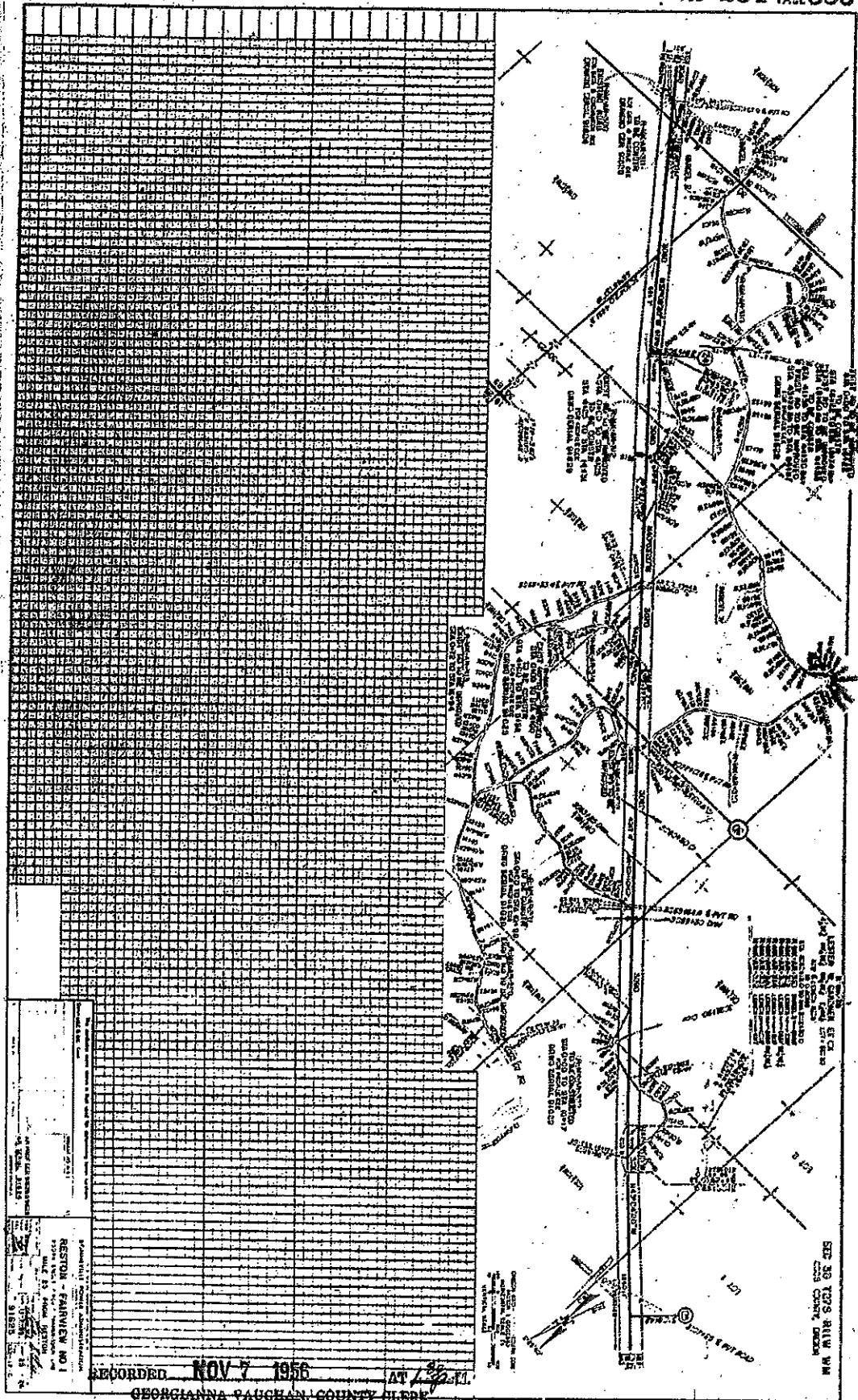
(SEAL)

[Signature]  
Notary Public in and for the  
State of Oregon  
Residing at

My commission expires:

11/1/57





COUNTY CLERK  
 GEORGIA  
 FOR RECORDED - EASEMENTS  
 11/7/56

RECORDED NOV 7 1956 AT 7:20 AM  
 GEORGIANNA PAUGHAN, COUNTY CLERK

WEST BOUNDARY  
 WITH 1/4 SEC 24 OF 25

2731

TRACT NO. Fairview Substation  
Site-1, -1A, -1B and  
Substation site drainage  
ditch and drainage channels

**WARRANTY DEED**  
(See title)

FOR AND IN CONSIDERATION of the sum of - - FOUR THOUSAND ONE HUNDRED FIFTY-FIVE - - -  
----- Dollars (\$ 4,155.00 )

in hand paid, receipt of which is hereby acknowledged, LESTER W. GARDNER and LOUISE GARDNER, husband and wife, have granted, bargained, and sold and by these presents do hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, the following-described tract or parcel of land in the County of Coos, in the state of Oregon to wit:

A tract of land in the S<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at survey station 320 + 32.5 on the survey line of the U.S. Bonneville Power Administration's Reston-Fairview transmission line, a point in the S<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> of Section 24, Township 27 South, Range 12 West, W.M., said point being N. 65°47'10" E. a distance of 2380.1 feet from the southwest corner of said Section 24; thence S. 45°23'50" W. a distance of 224.0 feet; thence S. 84°22'30" W. a distance of 794.8 feet to the southeasterly line of the right of way for the Coos Bay Lumber Company Railroad; thence N. 44°36'10" W. along the said right of way a distance of 100.0 feet; thence N. 45°23'50" E. along said right of way a distance of 945.5 feet; thence along a curve to the left having a radius of 995.37 feet, the long chord of which bears N. 40°24'30" E. a distance of 173.1 feet to the southwesterly line of the right of way for Coos County Road No. 447; thence S. 44°36'10" E. along said road a distance of 615.0 feet; thence S. 45°23'50" W. a distance of 276.0 feet to the point of beginning, containing 11.87 acres, more or less.

The UNITED STATES OF AMERICA shall erect and maintain a fence along the property line separating the substation site herein described from the Grantors' adjoining land.

There is also hereby granted to the United States of America and its assigns, a permanent easement for the construction and maintenance of a drainage ditch within a strip of land 30 feet in width extending southerly from the southeasterly line of the above-described tract of land for a distance of 260 feet, more or less, to a natural drainage channel, the boundaries of said 30-foot strip lying 15 feet distant from, on each side of, and parallel to the following-described centerlines:

Beginning at a point on the southeasterly boundary line of the above-described tract of land, said point being N. 65°47'10" E. a distance of 2380.1 feet and S. 45°23'50" W. a distance of 209.0 feet from the southwest corner of Section 24, Township 27 South, Range 12 West, W.M.; thence running S. 44°36'10" E.; together with the right to clean and maintain the natural drainage channel extending from the southerly end of the drainage ditch hereinabove described to the North Fork of the Coquille River.

The UNITED STATES OF AMERICA shall construct for use of the Grantors a crossing not less than eight (8) feet in width over and across said drainage ditch but assumes no responsibility for Grantors' use of said crossing.



TO HAVE AND TO HOLD the said tract or parcel of land unto the UNITED STATES OF AMERICA  
and its assigns, forever.

The undersigned / covenant with the UNITED STATES OF AMERICA that <sup>they are</sup> lawfully seized and possessed  
of the said tract or parcel of land in fee; have a good and lawful right and power to sell  
and convey the same; that the same are free and clear of all encumbrances, and that they will  
forever warrant and defend the title thereto and quiet possession thereof against the lawful  
claims of all persons whomsoever.

Dated this 17 day of Oct . 1956

Lester W. Gardner  
Lester W. Gardner

Louise Gardner  
Louise Gardner

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



STATE OF *Oregon* )  
 ) ss:  
COUNTY OF *Clatsop* )

On the *17* day of *October*, 19*54*, personally came before me, a notary public in and for said County and State, the within-named Lester W. Gardner and Louise Gardner, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



*Lester W. Gardner*  
Notary Public in and for the  
State of Oregon.  
Residing at

My commission expires:

*11/14/59*

STATE OF )  
 ) ss:  
COUNTY OF )

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND  
DONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 3537 RECORDED NOV 7 1956 AT *130*  
FORTLAND 2, OREGON GEORGIANNA VAUGHAN, COUNTY CLERK

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, **LESTER V. GARDNER and LOUISE GARDNER, husband and wife,**

for and in consideration of the sum of **TWO THOUSAND FIVE HUNDRED** -----  
----- Dollars (\$2,500.00 ),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across the following-described parcel of land in the County of **Coos**, in the State of **Oregon**, to wit:

That portion of that part of the  $\frac{N\frac{1}{2}SW\frac{1}{4}}$  of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, described as: Beginning at a point 2077 feet North and 1478.6 feet East of the southwest corner of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, said point being the intersection of the easterly right-of-way line of the Coquille Fairview Road and the southerly right-of-way line of the Coos Bay Wagon Road; thence S.  $45^{\circ}25'$  E. a distance of 103 feet, more or less, along the southerly right-of-way line of said Coos Bay Wagon Road to the westerly right-of-way line of the Coos Bay Lumber Company logging railroad; thence along said logging railroad right-of-way to the southeasterly right-of-way line of the said Coquille-Fairview Road; thence northerly and easterly along said Coquille-Fairview Road to the point of beginning, which lies within a strip of land 300 feet in width with the boundaries of said strip lying 200 feet distant southwesterly from and 100 feet distant northeasterly from and parallel to the survey line of the McKinley-Coos transmission line as now located and staked on the ground over, across, upon and/or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 326+32.9, a point on the northwesterly boundary line of the U.S. Bonneville River Administration's Fairview Substation site, said point being N.  $51^{\circ}13'00''$  E. a distance of 2260.7 feet from the southwest corner of said Section 24; thence N.  $44^{\circ}36'10''$  W. a distance of 149.6 feet to survey station 327+81.9; thence N.  $62^{\circ}42'10''$  W. a distance of 1702.1 feet to survey station 344+84.0, a point on the west line of said Section 24; said point being S.  $3^{\circ}35'40''$  W. a distance of 339.8 feet from the quarter section corner on the west line of said Section 24.

Also, a parcel of land in the  $\frac{N\frac{1}{2}SW\frac{1}{4}}$  of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at the point of intersection of the northwesterly boundary line of the U.S. Bonneville Power Administration's Fairview Substation and the northeast line of the above described 300-foot strip of land and said line extended southeasterly; thence northeasterly along the northwest boundary of said substation site to the southwesterly boundary of the right-of-way for the Coos Bay Wagon Road; thence northwesterly along said right-of-way a distance of 105 feet; thence N.  $82^{\circ}42'$  W. to the easterly boundary line of the right-of-way for the Coquille-Fairview road; thence southerly along said Coquille-Fairview road right-of-way to the northerly line of the above described 300-foot strip of land; thence southeasterly along the northerly boundary of said 300-foot strip of land and said boundary extended southeasterly, to the point of beginning, except the right-of-way for the Coos Bay Lumber Company railroad.

together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, do and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 15<sup>th</sup> day of April, 1957.

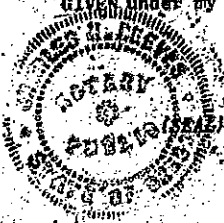
*L. W. Gardner*  
Lester W. Gardner

*Louise Gardner*  
Louise Gardner

STATE OF OREGON )  
 ) ss:  
COUNTY OF GOOS )

On the 19th day of April, 1957, personally came before me, a notary public in and for said County and State, the within-named LESTER M. GARDNER and LOUISE GARDNER, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



*Charles H. Heever*  
Charles H. Heever

Notary Public in and for the  
State of Oregon  
Residing at Goos Bay, Oregon

My commission expires: 9-27-57



STATE OF )  
 ) ss:  
COUNTY OF )

RECORDED APR 19 1957 AT 2:45 P.M.  
GEORGIANNA VAUGHAN, COUNTY CLERK

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 3537  
PORTLAND 8, OREGON

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, R. E. RODGERS and BARBARA J. RODGERS, husband and wife,

for and in consideration of the sum of ONE THOUSAND ----- Dollars (\$ 1,000.00 ),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across the following-described parcel of land in the County of Coos, in the State of Oregon, to wit:

That portion of that part of the West 1/4 of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying northerly and westerly of the Coquille-Fairview County Road and southerly and westerly of the Coos Bay Wagon Road, except the part thereof described as: Beginning at an iron pipe which lies S. 39°55' W. a distance of 228 feet from a point on the southwest boundary line of the Coos Bay Wagon Road which lies S. 73°27' E. a distance of 1376 feet from the quarter section corner on the west line of Section 24, Township 27 South, Range 12 West of the Willamette Meridian; thence S. 39°55' E. a distance of 100 feet; thence S. 50°05' E. a distance of 230 feet, more or less, to the north boundary line of the Coquille-Fairview County Road; thence northeasterly along said County Road boundary a distance of 101.2 feet to the southwest corner of Andrew Parks' land, which is S. 50°05' E. of the place of beginning; thence N. 50°05' W. along said Andrew Parks' line a distance of 209 feet, more or less, to the point of beginning, which lies within a strip of land 300 feet in width from survey station 331+09.1 to survey station 337+09.1, and within a strip of land 100 feet in width from survey station 337+09.1 to survey station 344+84.0 on the survey line of the McKinley-Coos transmission line, the boundary of said 300-foot strip lying 200 feet distant southwesterly from and 100 feet distant northeasterly from and parallel to said survey line, and the boundaries of the 100-foot strip lying 50 feet distant from, on each side of and parallel to said survey line as said survey line is now located and staked on the ground over, across, upon and/or adjacent to the above-described property, said survey line being particularly described as follows:

Beginning at survey station 326+32.3, a point on the northwesterly boundary line of the U. S. Bonneville Power Administration's Fairview Substation site, said point being N. 51°13'00" E. a distance of 2260.7 feet from the southwest corner of said Section 24; thence N. 44°36'10" W. a distance of 149.6 feet to survey station 327+81.9; thence N. 62°42'10" W. a distance of 1702.1 feet to survey station 344+84.0, a point on the west line of said Section 24, said point being S. 3°35'40" W. a distance of 399.8 feet from the quarter section corner on the west line of said Section 24.

together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns; forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 23<sup>rd</sup> day of May, 1969.

*R. E. Rodgers*  
R. E. Rodgers

*Barbara J. Rodgers*  
Barbara J. Rodgers

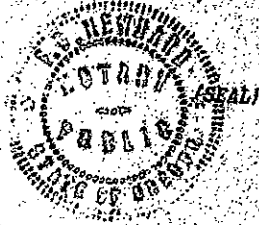
OPX 117  
Rev. 3-17-32

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF *Oregon* )  
COUNTY OF *Clatsop* ) ss:

On the *22<sup>nd</sup>* day of *May*, 1957, personally came before me, a Notary public in and for said County and State, the within-named *H. E. HODGERS and BARBARA J. HODGERS*, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



*F. P. Newhard*  
Notary Public in and for the  
State of *Oregon*  
Residing at \_\_\_\_\_  
My commission expires: *Feb 2, 61*

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

I CERTIFY that the within instrument was received for the record on the *8<sup>th</sup>* day of *July*, 1957 at *11:50 AM.*, and recorded in book *259* on page \_\_\_\_\_ of *Records* of said County.

Witness my hand and seal of County affixed.

By *[Signature]*  
Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 3537  
PORTLAND 8, OREGON

RE

RIGHT OF WAY EASEMENT

For value received the undersigned Grantors, R. E. Rodgers and Barbara J. Rodgers, husband and wife do hereby grant to MAURIO POZZA & SONS (INC), a corporation, its successors and assigns, the Grantee, an easement or right of way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys and other supports and the right to place all or any part of such line in underground conduits) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Coos County, State of Oregon to wit:

All that part of the SW<sup>1</sup>/<sub>4</sub> of Section 29, Township 27 South, Range 12 West, N.M. lying North and West of the Coquille-Fairview Road and South and West of the Coos Bay Wagon Road, except portion conveyed to the Trustees of the Union Protestant Church by deed recorded in Book 86, page 358, and portion conveyed to L. M. Rippey, et al, by deed recorded in Book 127 at page 89, and portion conveyed to Andrew Parks, et al, by deed recorded in Book 158 at page 467, all in deed records of Coos County, Oregon, subject to the right of way of the Bonneville Power Administration

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

The Grantee shall pay to the Grantors reasonable compensation for any damage caused by Grantee, or its agents, to any property or crops (growing or to be grown) on the above described real property, arising out of the construction, reconstruction, operation or maintenance of said transmission and distribution line.

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

Dated this 12<sup>th</sup> day of March, 1968

\_\_\_\_\_  
(SEAL) R. E. Rodgers (SEAL)  
\_\_\_\_\_  
(SEAL) Barbara J. Rodgers (SEAL)

STATE OF OREGON } ss  
COUNTY OF Coos

On this 12<sup>th</sup> day of March, 1968, personally appeared before me a notary public in and for said State, the within named R. E. Rodgers and Barbara J. Rodgers to me known to be the identical persons described therein and who executed the foregoing instrument, and acknowledge to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

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



John A. Whiteland  
Notary Public for Oregon  
residing at Portland therein  
My commission expires 17 Jan 1962

RECORDED 17302  
MAR 19 1968  
GEORGIANNA VAUGHAN, COUNTY CLERK



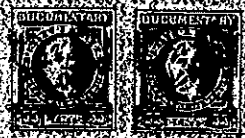
RIGHT OF WAY EASEMENT

For value received, the undersigned Grantors, Lester W. Gardner and Louise Gardner, husband and wife, do hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, the Grantee, an easement or right of way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys and other supports and the right to place all or any part of such line in underground conduits) and the right to clear and cut away all trees, brush and timber within 50 feet on each side of the center line of said transmission and distribution line, and to cut and remove trees outside of said 50 foot strips which might endanger said transmission line, at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Coos County, State of Oregon, to wit:

Beginning at a point 2077 feet North and 1178 1/2 feet East of the Southwest corner of Section 24, Township 27 South, Range 12 West, W. M., said point being at the intersection of the easterly right of way line of Coquille-Fairview road and the southerly right of way line of the Coos Bay Wagon road; and running thence South 16° 25' East 493 feet, more or less, along the southerly right of way line of said Coos Bay Wagon road to the westerly right of way line of Coos Bay Lumber Co., Logging railroad; thence following said right of way line of Coos Bay Lumber Co., Logging railroad southerly and westerly 480 feet, more or less, to the southerly right of way line of the Bonneville Power Administration transmission line; thence North 62° 42' 40" East along said transmission line right of way to the southeasterly right of way line of Coquille-Fairview road; thence in a northerly and easterly direction following said right of way line of Coquille-Fairview road to the place of beginning.

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

Dated this 20 day of March, 1958.



Lester W. Gardner (SEAL)
Louise Gardner (SEAL)

STATE OF OREGON } ss.
COUNTY OF COOS }

On this 20th day of March, 1958, personally appeared before me, a notary public in and for said State, the within named Lester W. Gardner and Louise Gardner to me known to be the identical persons described therein and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

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



John Sutherland
Notary Public for Oregon
residing at Fairview, Oregon
My commission expires 12/31/1960

RECORDED MAR 26 1958
GEORGIANNA VAUGHAN, COUNTY CLERK

69-4-38026

RIGHT OF WAY EASEMENT

For value received the undersigned, hereinafter referred to as "Grantors" do hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, Grantee, its successors and assigns, an easement for a right of way 50 feet in width for electric transmission and distribution lines of one or more wires and all necessary or desirable appurtenances, including telephone and telegraph wires, towers, poles, props, guys and other supports, and the right to place all or any part of such lines in underground conduits, and the right to install and maintain guys and anchors outside said right of way, at or near the location and along the general course now located and staked by the Grantee upon, over and across the following described real property located in Coos County, State of Oregon to wit:

That portion of the North one-half (N $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 24, Township 27 S, Range 12 West, W.M. lying East of Coquille - Fairview County Road and South of the Fairview Middle Creek road.

as more particularly described and shown on Exhibit "A" attached hereto and made a part hereof:

INCLUDING the right to clear said right of way and keep the same clear of brush, trees, timber and structures; the right to clear and cut away now and in the future all trees outside of said right of way which might endanger said transmission lines; the right to construct, reconstruct, operate, maintain and remove said lines;

TOGETHER WITH the right of ingress and egress over the adjacent lands of the Grantors for the purposes of constructing, reconstructing, stringing new wires or maintaining and removing such lines and appurtenances, and exercising other rights hereby granted.

The Grantee shall pay to the Grantors reasonable compensation for any damage caused by Grantee, or its agents, to any property or crops (growing or to be grown) on the above described real property, arising out of the construction, reconstruction operation and maintenance of said transmission and distribution lines.

At no time shall any building or anything flammable be erected or placed within the boundaries of said right of way, nor shall any equipment or material of any kind or nature that exceeds 25 feet in height be placed or used thereon by Grantors, or by Grantors' heirs, successors or assigns.

Subject to the foregoing limitations, said right of way may be used by the Grantors for roads, agricultural crops, or other purposes not inconsistent with said easement.

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

Dated this 3rd day of February, 1969

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

*Louise Gardner* (SEAL)  
Louise Gardner  
\_\_\_\_\_  
(SEAL)

STATE OF OREGON

County of Coos

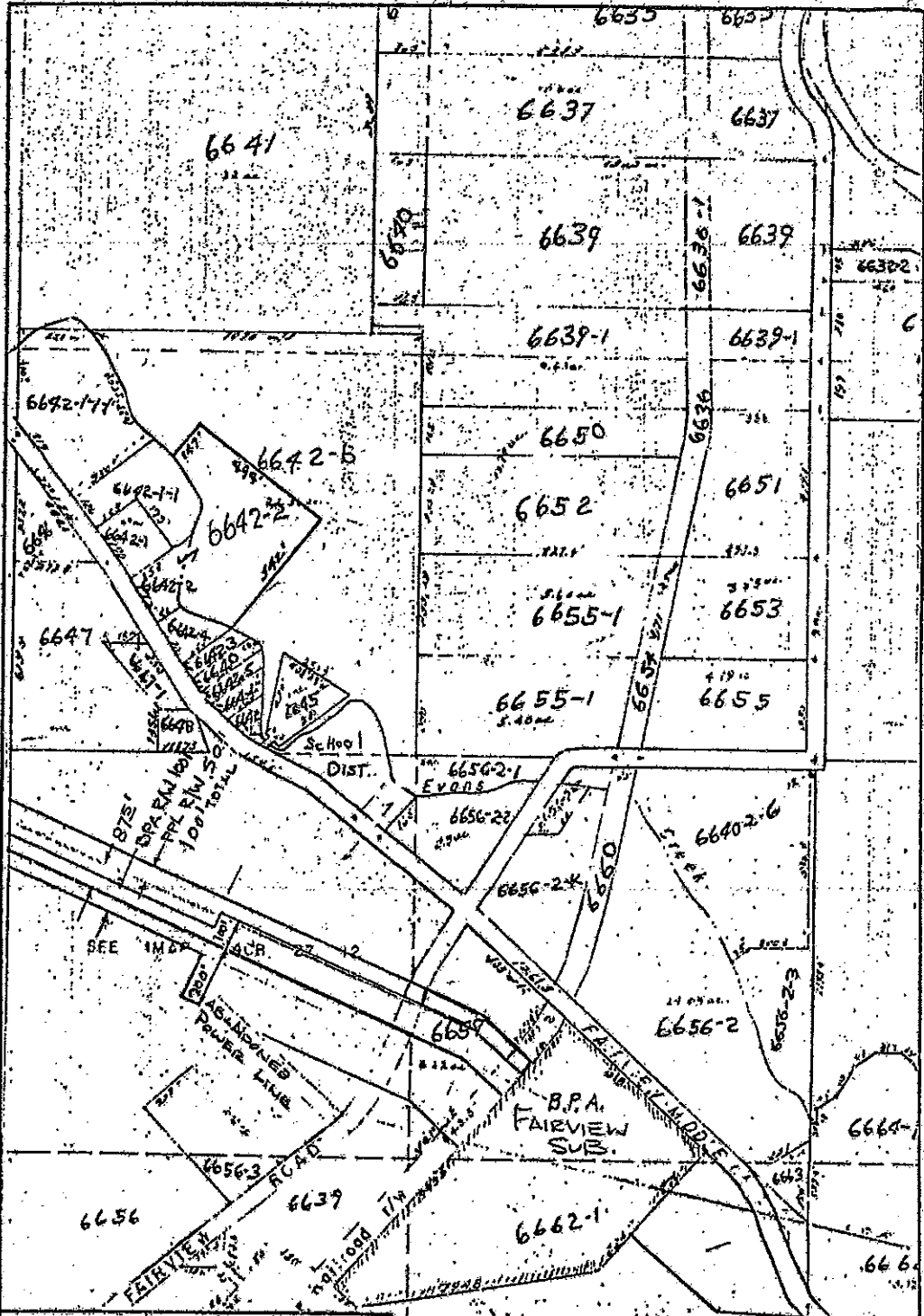
ss.

On this 3rd day of February, 1969, personally appeared before me a notary public in and for said State, the within named Louise Gardner to me known to be the identical person described therein and who executed the same freely and voluntarily for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.



*Louise Gardner*  
Notary Public for  
By commission expires: 3-15-70

69-4-38027



PACIFIC POWER & LIGHT COMPANY

OWNER, Louise Gardiner  
 SECTION 24 T. 27N R. 12W WM  
Goos COUNTY,  
 DATE \_\_\_\_\_ GRANTORS \_\_\_\_\_  
 SCALE 1" = 400' EXHIBIT, "A"

RECORDED APR 28 1969 AT 2:28 PM  
FAY F. CRABTREE, COUNTY CLERK 6664

PD- \_\_\_\_\_ 196 SHEET \_\_\_\_\_ OF \_\_\_\_\_

71-8-61694

RIGHT OF WAY EASEMENT

The undersigned, Grantor, in consideration of \$ 10.00 (ten) and other valuable consideration, hereby grants to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, an easement for a right of way 100 feet in width for electric transmission and distribution lines of one or more wires and all necessary or desirable appurtenances, including telephone and telegraph wires, towers, poles, props, guys and other supports, along the general course now located by Grantee over the following described real property located in COOS County, State of OREGON, to wit:

A portion of the Southwest quarter (SW<sup>1</sup>) of Section 24, Township 27 South Range 12 W.W.M., lying Easterly of the Coquille Fairview County road and lying Northwesterly of Bonneville Power Administration property, as more particularly described on attached Exhibit(s) "A" by this reference made a part hereof.

The within grant shall include: the right to place all or any part of such lines underground; the right to install and maintain guys and anchors outside said right of way; the right to clear said right of way and keep the same clear of brush, trees, timber and structures; the present and future right to clear and cut away all trees outside of said right of way which might endanger said transmission lines; the right to construct, reconstruct, operate, maintain, replace, enlarge, repair and remove any of said facilities; the right in the future to construct, reconstruct, operate, maintain and remove additional lines, wires and all necessary or desirable poles, structures and appurtenances thereto; and the right of ingress and egress over adjacent lands of Grantor for all said purposes.

Grantee shall pay to Grantor reasonable compensation for any damage caused by Grantee to any property or crops on the above-described real property arising out of the use thereof by Grantee.

At no time shall any flammable material or any building of any kind be placed or erected within the boundaries of said right of way, nor shall any equipment or material of any kind that exceeds 20 feet in height be placed or used thereon by Grantor or by Grantor's heirs, successors or assigns.

Subject to the foregoing limitations, said right of way may be used by Grantor for roads, agricultural crops and other purposes not inconsistent with said easement.

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

Executed this 4th day of June, 1971.

Louise Gardner  
Louise Gardner

GRANTOR

GRANTOR

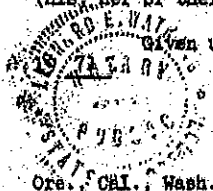
STATE OF OREGON

ss.

County of COOS

On this day personally appeared before me the above-named Louise Gardner and known to me to be the identical person(s) who subscribed the within instrument, and acknowledged that she (he, she or they) freely executed the same as her (his, her or their) voluntary act and deed.

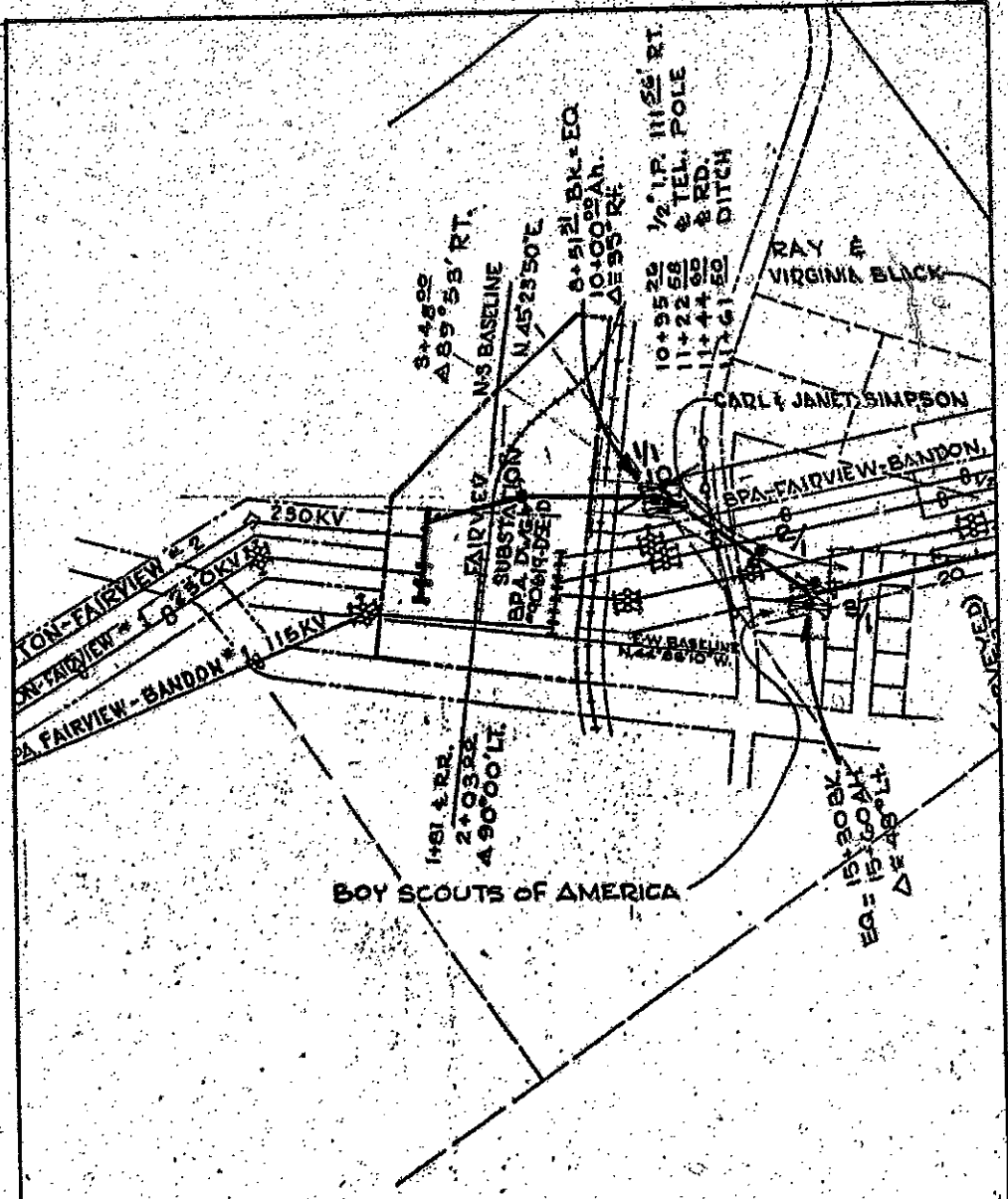
Given under my hand and official seal this 4th day of June



Leonard E. Watten  
Notary Public for Oregon  
Residing at Tigard  
My Commission expires: March 15, 1974

Ore., Cal., Wash., Ida., Mont.

71-8-61695



PACIFIC POWER & LIGHT COMPANY  
 OWNER Louise Gardner  
 SECTION 24 T. 22S , R. 12W M. M.  
0008 COUNTY,  
 DATE 6-4-77 GRANTORS \_\_\_\_\_  
 SCALE 1" = 400' EXHIBIT "A"

RECORDED AUG 8 1971 AT 10:16 a.m.  
 FAY K. CRABTREE, COUNTY CLERK

PD - \_\_\_\_\_ 19 \_\_\_\_\_ SHEET \_\_\_\_\_ OF \_\_\_\_\_

DEPARTMENT OF ENERGY - ADMINISTRATION  
CONTRACT AND GRANT OF EASEMENT  
(Transmission Line and Access Road)

82 3 4875

THIS AGREEMENT made this 29 day of April 1982

LEONARD J. ALLEN and PAMAHIA L. ALLEN, As Tenants by the Entirety,

the grantor hereby conveys to the UNITED STATES OF AMERICA Department of the Interior, Bonneville Power Administration, pursuant to the Bonneville Project Act, Act of August 20, 1937, Ch. 752, 50 Stat. 731, as amended, 16 U.S.C. 8321-1970, and the Federal Columbia River Transmission System Act, Act of October 18, 1974, P.L. 93-454 88 Stat. 1976, 16 U.S.C. 838 (Supp. IV)

WITNESSETH

That the parties hereto covenant and agree as follows:

1. The Grantor, for and in consideration of the sum of \$5000.00 and the provisions contained in this agreement, does hereby grant and convey to the United States of America and its assigns, a perpetual easement and right-of-way for electric power transmission purposes in, upon, over and under the following described land, to wit: As depicted in Exhibit A attached hereto and by this reference made a part hereof.

2. The grant shall include the right to enter and to locate, construct, operate, maintain, repair, rebuild, upgrade, remove and place one or more poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage together with the present or future right to clear the right-of-way and to keep the same clear of all structures, trees, brush, and any other vegetation, and fire hazards, provided, however, that vegetation and fire hazards shall not include agricultural crops. All such trees, brush, vegetation, structures and fire hazards presently on the right-of-way shall become the property of the United States on the date of acceptance hereof, and may be disposed of by the United States in any manner it deems suitable. Title to trees and merchantable timber hereafter growing within the right-of-way shall be and remain in the United States.

3. The Grantor also does hereby grant and convey to the United States of America and its assigns a perpetual non-exclusive easement for access road purposes in, upon, and across the following described land of the Grantor, to wit: An existing road in the NE 1/4 of Section 24, Township 27 South, Range 12 West, Willamette Meridian, in Coos County, Oregon as shown on Exhibit B attached hereto and by this reference made a part hereof,

for the following purposes, namely: the right to enter and locate, construct, use, maintain, repair, and rebuild a road(s), together with cuts and fills as needed.

(a) The Grantor reserves the right to use the road(s) for ingress and egress insofar as the same is located on the land of the Grantor, such reserved right to be exercised in a manner that will not interfere with the use of the road(s) by the United States.

(b) The United States shall repair damage to the road(s) caused by or arising out of its use thereof.

4. Above listed access road(s) may be used for access to and from any existing or future transmission lines of the United States which have been or may be constructed adjacent or nearby adjacent thereto.

5. Notice of acceptance of this instrument by the United States shall be given to the Grantor at his last known address within six months from the date hereof, or this offer shall be void. Upon the issuance of such notice, the United States shall have the right to immediately exercise the rights granted herein.

6. The rights granted herein are subject to easements of record and general rights of third parties.

7. In addition to the consideration recited herein, the United States shall repair or compensate the Grantor for damage to agricultural crops, fences, and irrigation and drainage systems within the transmission line right-of-way or access road that occurs as a result of and during the construction, reconstruction, renewal or maintenance of the transmission line(s). Payment for such damage shall be made on the basis of an appraisal approved by the United States.

8. The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the United States; and obtain such curative evidences of title as may be requested by the United States.

9. The United States shall pay all costs incidental to the preparation and recordation of this instrument, and for the procurement of the title evidence.

10. The Grantor covenants to and with the United States that the County is lawfully served and possessed by the land aforesaid, has a good and lawful right and power to sell and convey the same, that the same is free and clear of encumbrances, except as herein provided; and the Grantor will forever warrant and defend the title to the rights granted herein and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

11. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Grantor, and the assigns of the United States.

12. Future expenditures to be made by the United States as provided herein are subject to the availability of funds therefor.

13. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

Accepted for the  
UNITED STATES OF AMERICA

By

Barbara Conroy, Director, Acquisition & Services

Title No.

Witness

Grantor

Grantor

Grantor

Grantor

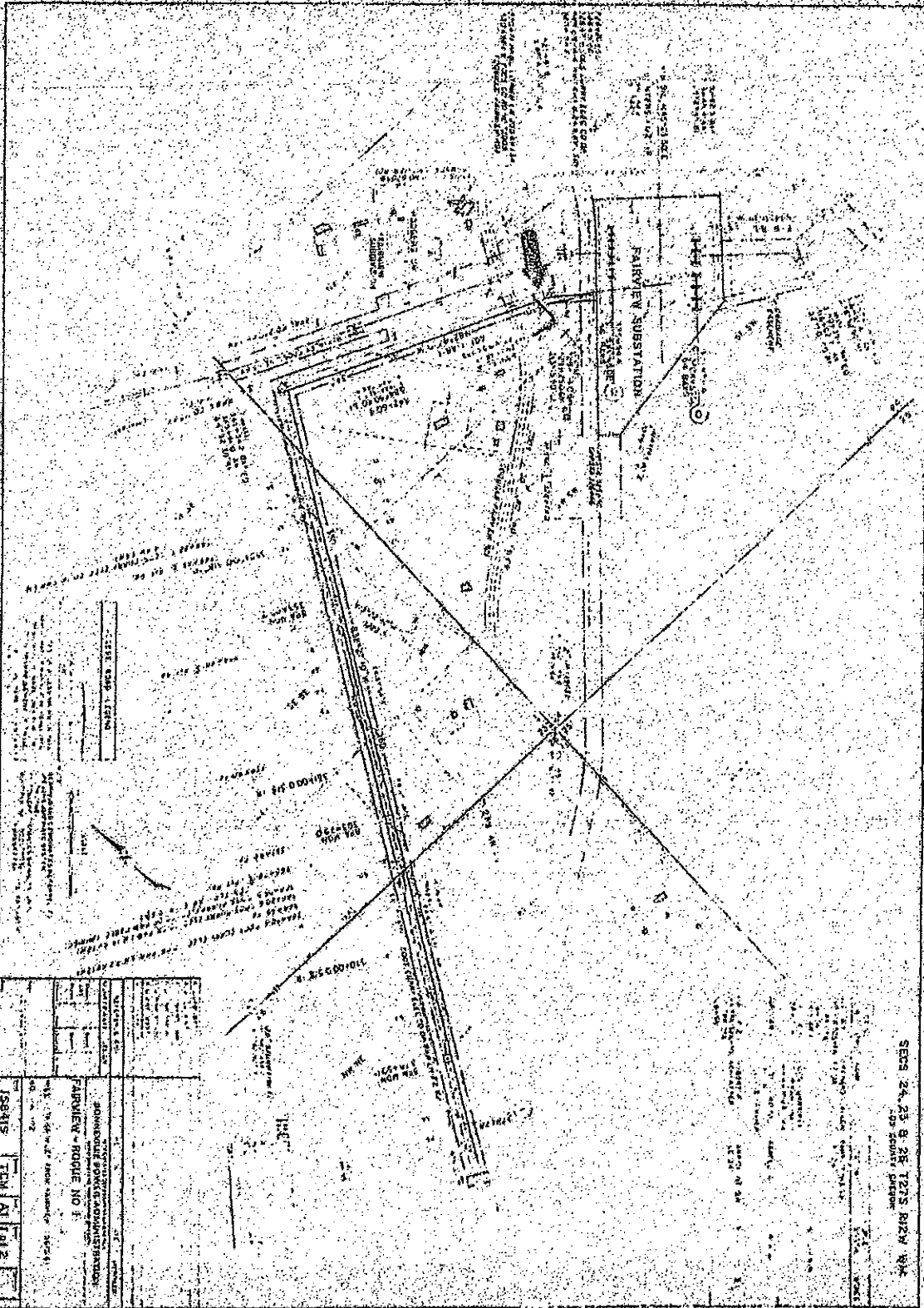
AGF-1-A-1

All of that portion of the property described and recorded in Microfilm Reel No. 77-4-06565, Records of Coos County, Oregon, within the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 24, Township 27 South, Range 12 West, Willamette Meridian, said County, that lies westerly of the existing right-of-way of the Bonneville Power Administration as recorded in Book 257, page 664, Deed Records of said Coos County, northerly of the existing BPA Fairview Substation as recorded in Book 254, page 536, said records, and easterly of a line 50 feet westerly of and parallel with the centerline of the Fairview-Rogue No. 1 transmission line. The centerline is described, with reference to the Oregon Coordinate System - South Zone, as follows:

Beginning at the center of Bay 17, at station 321+61.4 of the existing BPA Fairview Substation, which bears N.63°53'40"E., 2238.7 feet from the southwest corner of Section 24, said Township and Range; thence N.49°26'20"W., 722.6 feet to station 328+74.0 BK = 329+28.0 AH; thence N.62°42'10"W., 1335.4 feet to station 342+60.4; thence S.32°27'10"W., 1039.6 feet to a BPA monument in the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 24, at station 363+00.0, which bears N.13°22'40"W., 1223.7 feet from the southeast corner of said Section 24, containing 0.2 acre, more or less.

Excepting therefrom the southerly 35.8 feet abutting said Fairview Substation as described and recorded in Microfilm Reel No. 79-5-1000.

AGF-1-A-1



SECS 24, 25 & 26 T215 R22W N4E

BY SHULTZ DESIGN



82 3 4878

STATE OF OREGON }  
COUNTY OF CLATSOP } ss.

On this 22nd day of April, 1922, personally appeared \_\_\_\_\_, personally known to me to be the same person who was a subscribing witness to the foregoing instrument, who, being sworn, stated that (he, she) resides at \_\_\_\_\_ and that (he, she) knew \_\_\_\_\_ the person (s) described in and who executed the foregoing instrument, and (he, she) acknowledged said instrument to be (his, her, their) voluntary act.

*Rebecca J. Hallgarth*  
Notary Public for Oregon

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



(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF OREGON

COUNTY OF MULTNOMAH

On the 8th day of July, 1982, personally came before me, a notary public in and for said County and State, the within named Martha Gousey

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year just above written.



*Archie L. ...*  
Notary Public in and for the  
State of Oregon  
Residing at Milwaukie

My commission expires: 9-4-84

82 3 5075

State of Oregon  
County of Multnomah  
I hereby certify that the within instrument  
was filed for record in the Coos County  
Deed Records.

WITNESS my hand and seal of County  
affixed.

MARY ANN WILSON  
Coos County Clerk

By *A. ...* Deputy  
Return to *State*

Fee: 21.00

STATE OF

COUNTY OF

I CERTIFY that the within instrument was received for the record on the ... day of ... 19 ... and recorded in book ... on page ... records of ... of said County.

Witness my hand and seal of County affixed.

RECORDED BY  
533  
FIDELITY NATIONAL  
TITLE INSURANCE

Coos County Branch

After recording, please return

TITLE SECTION, BRANCH OF LSA  
MORNEYVILLE POWER ADMINISTRATION  
PORTLAND, OREGON 97208

BPA 177-A  
Rev. 1-82

88 12 0633

EASEMENT AGREEMENT

THIS AGREEMENT made this 23<sup>rd</sup> day of March, 1988  
by and between ARCHIE D. CLAWSON, hereinafter "Clawson", LEONARD  
J. ALLEN and BARBARA L. ALLEN, hereinafter "Allens", and DAVID N.  
HOPKINS and SHIRLEY D. HOPKINS, hereinafter "Hopkins";

RECITALS:

Clawson is the owner of the following described real  
property located in Coos County, Oregon:

A parcel of land in the Southwest quarter of  
Section 24, Township 27 South, Range 12 West  
of the Willamette Meridian, Coos County,  
Oregon, being more particularly described as  
follows: Beginning at an iron rod post which  
is 631.86 feet North by True Bearing and  
789.11 feet East of the Southwest corner of  
Section 24 and running thence North 46° 55' West  
340 feet, more or less, to the Southeasterly  
right of way of the Coquille to Fairview County  
Road; thence Northeasterly along the said right  
of way to a point which is 1656.47 feet North and  
1293.62 feet East of the Southwest corner of said  
Section 24; thence South 42° 06' East 345.00 feet;  
thence Northeasterly in a straight line to the  
Southeast corner of that property recorded in the  
Coos County Assessor's office as Serial #6659-1;  
thence Northeasterly along the Southeasterly  
boundary of said property 216 feet, more or less,  
to the Southwesterly boundary of the Coos Bay  
Wagon Road; thence Southeasterly along said Coos  
Bay Wagon Road boundary 85 feet, more or less to  
the most Northerly corner of that property held by  
the United States of America and recorded in the  
County Assessor's office as Serial #6662-1; thence  
Southwesterly along the Northwesterly line of  
said property and said Northwesterly line extended  
to a point which is 80.00 feet South 46° 55' East  
from the point of beginning; thence North 46° 55'  
West 50 feet to a point; thence South 43° 05'  
West 475 feet; thence North 46° 55' West 20.00 feet;  
thence North 43° 05' East 475.00 feet to the  
point of beginning.

State of Oregon  
County of Coos  
I, Mary Ann Wilson, County Clerk, certify the  
within instrument was filed for record at  
Mc 9 23 1988

By [Signature] Deputy  
Fees - 12-01  
38-2

Clawson purchased the real property from Allens and Allens reserved ownership of the well and pipeline described herein and an easement to maintain the well and pipeline and transport water from said location.

Allens are the owners of the following described real property located in Coos County, Oregon:

Beginning at the quarter corner on the West boundary of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 38° 00' East 1678 feet, more or less, to a point on the Northwesterly boundary of the Coquille-Fairview County Road; thence along said road boundary South 52° 32' West 165 feet, more or less, to a 5/8 inch iron rod at the most Easterly corner of that certain tract of land described in Book 294, Page 324, Deed Records of Coos County, Oregon; thence North 37° 28' West 417.5 feet to a 1/2 inch iron pipe at the most Northerly corner of said parcel; thence South 52° 32' West 208.75 feet to a 1/2 inch pipe at the most Westerly corner of said parcel; thence North 37° 28' West 473.1 feet to a 1/2 inch pipe; thence continuing North 37° 28' West for an additional 300 feet, more or less, to a point on the West boundary of said Section 24; thence Northerly along said Section line 605 feet, more or less, to the point of beginning.

Hopkins are the owners of the following described real property located in Coos County, Oregon:

A parcel of land situated in the SW1 of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, more particularly described as follows: Beginning at a 1/2 inch pipe set on the Northwesterly boundary of the Coquille-Fairview County Road 1098.52 feet North and 675.77 feet East of the Southwest corner of said Section 24; and running thence North 52° 32' East along the boundary of said County Road, 20.00 feet to the true point of beginning of the following described tract; thence North 37° 28' West at right angles to said road 230.78 feet; thence North 52° 32' East 188.75 feet; thence South 37° 28' East

230.78 feet to a 5/8 inch iron rod set in the Northwestern boundary of the County Road; thence South 52° 32' West along said road boundary 188.75 feet to the true point of beginning.

Located on the Clawson real property described above is a well and pipeline which supplies water to the Clawson property and which also supplies water to the Allens' real property and Hopkins' real property. A map showing the general location of the well and pipeline is attached hereto and incorporated herein by this reference.

The parties have reached an agreement among themselves as to the continuing use and maintenance of the water, well and pipeline and wish to place the terms of their agreement in writing.

NOW, THEREFORE, in consideration of the sale of real property by Allens to Clawson and the mutual covenants herein contained, and the parties hereto intending to be legally bound, it is agreed as follows:

AGREEMENTS

1. The above recitals and statement of consideration are incorporated herein by this reference.
2. The parties agree that Allens shall continue to be the owners of the well and pipeline depicted on the attached exhibit and located on Clawson's real property subject to the rules and regulations of the Water Resources Department of the State of Oregon. The parties agree that Allens, Hopkins' and Clawson shall have the right to take, use and consume water from

the well for domestic purposes, and that Allens shall have first right to the water, Hopkins shall have second right to the water and Clawson shall have third right to the water. The parties understand and acknowledge that all water within the State of Oregon from all sources of water supply belongs to the public and that the priority created by this instrument among the parties is subject to the rules, regulations and requirements of Oregon law relating to appropriation and use of water.

3. Clawson grants and conveys unto Allens and Hopkins, their heirs, successors and assigns, the right to maintain an underground water pipeline across the property of Clawson, in the location shown on the attached exhibit, for purposes of transporting water from the well on Clawson's real property to the Allens' real property and Hopkins' real property described herein, and the right to enter upon the real property of Clawson to make repairs to and maintain the well and pipeline.

4. The parties agree that the pipeline shall be maintained below the surface of the ground and not interfere with Clawson's use of the land and that repairs to the well and pipeline, if any, shall be done in a reasonable and workmanlike manner. Clawson may, at his option, relocate the pipeline, or any portion thereof, but any such relocation by Clawson shall be at his sole expense.

5. The parties assume, and release each other, from all risks associated with their use of the water, well and

pipeline, including the condition and quality of water from the well.

7. The parties shall share equally the costs of maintenance and repair of the well and pipeline, and the utility expense of operating the well pump on the property.

8. The easement and rights granted hereunder are declared to be appurtenant to the real property of the parties as described above. The easement rights and water from the well shall be used for domestic purposes only in connection with up to one single family residence on each of the three described parcels. If any of the parcels are divided, the other parcel unto which the property is divided shall have no right to the use of the easement and rights created hereunder.

9. The terms and provisions of this agreement shall be binding upon and inure to the benefit of the heirs, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

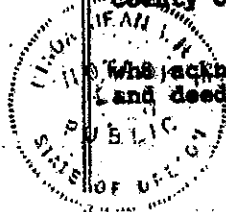
*Archie D. Clawson*  
Archie D. Clawson

STATE OF OREGON )  
County of COOS ) ss.

DATED: June 23, 1988

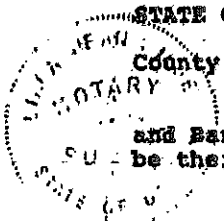
Personally appeared the above named Archie D. Clawson who acknowledged the foregoing instrument to be his voluntary act and deed. BEFORE ME:

*Linda J. Wilson*  
Notary Public for Oregon  
My Commission Expires: 3.3.89



88 12 0638

Leonard J. Allen      Barbara L. Allen  
Leonard J. Allen      Barbara L. Allen



STATE OF OREGON )  
County of Coos ) SS.

DATED: June 23, 1988

Personally appeared the above named Leonard J. Allen and Barbara L. Allen who acknowledged the foregoing instrument to be their voluntary act and deed, BEFORE ME:

Linda J. Wise  
Notary Public for Oregon  
My Commission Expires: 3-3-89

David N. Hopkins  
David N. Hopkins

Shirley D. Hopkins  
Shirley D. Hopkins

STATE OF OREGON )  
County of Coos ) SS.

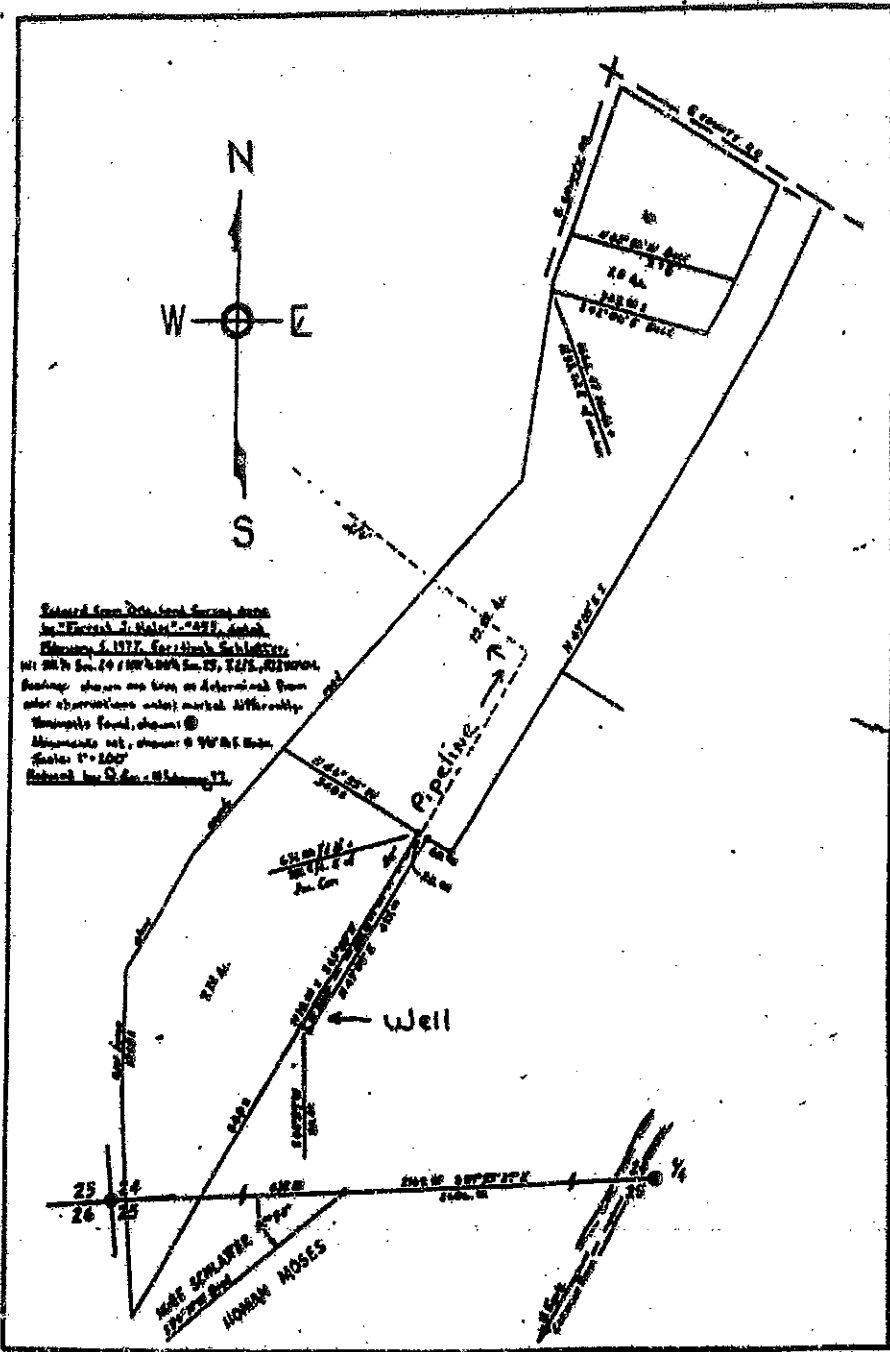
DATED: June 23, 1988



Personally appeared the above named David N. Hopkins and Shirley D. Hopkins who acknowledged the foregoing instrument to be their voluntary act and deed, BEFORE ME:

Linda J. Wise  
Notary Public for Oregon  
My Commission Expires: 3-3-89





KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, for a good and valuable consideration, the receipt thereof acknowledged, do hereby grant unto Coos-Curry Electric Cooperative, Inc., a cooperative corporation, whose post office address is P.O. Box 1268, Fort Orford, Oregon, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Coos, State of Oregon, and more particularly described as follows:

DEED REF. # 89-01-0581

SW $\frac{1}{4}$  of Sec 24, T. 27 S., R 12 W $\frac{1}{2}$ E1.

Parcel 1200  
ACT 6659.00

State of Oregon  
County of Coos



I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at 2:10 PM on March 2, 1990

By [Signature] Deputy  
#pages 1 Fee 5.00

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

- OVERHEAD SYSTEM : To remove and trim trees and brush to the extent necessary to keep them clear of said electric line or system 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 the said lands are free and clear of encumbrances and liens whatsoever character, except those held by the following persons:

IN WITNESS THEREOF, the undersigned have set their hands and seal this 8<sup>th</sup> day of January, 1990, signed, sealed and delivered in the presence of:

OWNER'S SIGNATURE:  
James J. Miletich

STATE OF OREGON  
COUNTY of Coos

BE IT REMEMBERED, that on this 2<sup>nd</sup> day of January, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the

within named James J. Miletich who is known to me to be the identical person described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal, this day and year last written above.

Debra J. Hennessey  
Notary Public for Oregon  
My Commission Expires: 11-23-93



(SEAL)

Work Order No. 20031080  
Nonda & Gail Henderson

**RIGHT-OF-WAY-EASEMENT**

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. Box 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, as described in the official County Records at Instrument No. 2002-16328, being located in Township 27 South, Range 12 West WM, Section 24C, and more particularly described as follows:

Beginning at a 5/8" iron rod on the Easterly boundary of the abandoned Coos Bay Timber Company railroad from which the Southwest corner of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon bears South 52°12'01" West 1406.81 feet; thence North 46°55'39" West (formerly N 48°40' W) 340.57 feet to a 5/8" iron rod on the Easterly right-of-way of the Coquille-Fairview County Road, from which said Southwest corner of Section 24 bears South 38°14'28" West 1393.94 feet; thence Northeasterly 709.5 feet, more or less, along said Easterly right-of-way to a 5/8" iron rod, said rod being South 42°06'00" East 11.00 feet from a point 1666.47 feet North and 1293.62 feet East of said Southwest corner of Section 24; thence South 42°06'00" East 326.46 feet to a 5/8" iron rod on the Westerly right-of-way of said abandoned railway; thence North 45°04'21" East (formerly N 41°20' E) 262.14 feet along said right-of-way to the point of a curve left; thence along said curve left having a radius of 915.37 feet for 173.44 feet (the long chord being N 37°31'34" East 173.18 feet) to the Southwesterly right-of-way of the Fairview-McKinley County Road (Coos Bay Wagon Road); thence Southeasterly 81.35 feet along said right-of-way to the Northwest corner of that parcel held by the United States of America and recorded in the County Assessors' office as Tax Account #6662-1; thence Southeasterly along a curve right having a radius of 995.37 feet for 174.43 feet (the long chord being South 37°58'30" West 173.21 feet); thence continuing along the Westerly boundary of said parcel (Acct #6662-1) South 43°04'21" West (formerly S 41°20' W) 945.50 feet to the Point of Beginning, containing 6.39 acres, more or less, and shown on Survey Map CS 22B93, Surveyor Records of said Coos County, Oregon.

(27-12-24C TL 1202)

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, weak, leaning and other dangerous trees beyond that distance which are tall enough to strike the facilities in falling. 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 than 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 access to the electric facilities or violate the clearance provisions of the then current edition of the National Electrical Safety Code. Further, the undersigned covenant 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 WHEREOF, the undersigned have set their hands this 6<sup>th</sup> day of June, 2003.

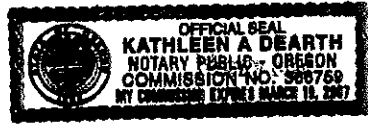
OWNER SIGNATURE(S):  
Nonda G. Henderson      Gail B. Henderson

STATE OF Oregon )  
County of Coos )

BE IT REMEMBERED on this 6<sup>th</sup> day of June, 2003, personally appeared the within named Nonda G. & Gail B. Henderson and acknowledged to me that They executed the foregoing freely and voluntarily.

Kathleen A. Dearth  
(Notary Public for Oregon)

My Commission Expires: 3-19-07



Return to:  
Coos Curry Electric Cooperative, Inc.  
PO Box 460, Coquille, OR 97423

Return to: Coos-Curry Electric Cooperative, Inc.  
PO Box 1268,  
Port Orford, OR 97465

## GRANT OF PERPETUAL EASEMENT

This Agreement is made this 6<sup>th</sup> day of November, 2006, by and between Nonda George and Gail Beth Henderson ("Grantor") and Coos-Curry Electric Cooperative, Inc., ("Grantee") an Oregon Cooperative Corporation headquartered at 43050 Highway 101, Port Orford, Oregon 97465.

Grantor is the fee owner of certain real property located in Coos County, Oregon (the "Grantor Property"), more particularly described hereinafter;

Beginning at a 5/8" iron rod on the Easterly boundary of the abandoned Coos Bay Timber Company railroad from which the Southwest corner of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, bears South 52° 12' 01" West 1406.81 feet; Thence North 46° 55' 39" West (formerly N 48° 40' W) 340.57 feet to a 5/8" iron rod on the Easterly right-of-way of the Coquille-Fairview County Road from which said Southwest corner of Section 24 bears South 38° 14' 28" West 1393.94 feet; Thence Northeasterly 709.5 feet, more or less, along said Easterly right-of-way to a 5/8" iron rod, said rod being South 42° 06' 00" East 11.00 feet from a point 1666.47 feet North and 1293.62 feet East of said Southwest corner of Section 24; Thence South 42° 06' 00" East 326.46 feet to a 5/8" iron rod on the Westerly right-of-way of said abandoned railway; Thence North 45° 04' 21" East (formerly N 41° 20' E) 282.14 feet along said right-of-way to the point of a curve left; Thence along said curve left having a radius of 915.37 feet for 173.44 feet (the long cord being N 37° 31' 34" East 173.18 feet) to the Southwesterly right-of-way of the Fairview-McKinley County Road (Coos Bay Wagon Road); Thence Southeasterly 81.35 feet along said right-of-way to the Northwest corner of that parcel held by the United States of America and recorded in the County Assessors' office as Tax Account #6662-1; Thence Southeasterly along a curve right having a radius of 995.37 feet for 174.43 feet (the long chord being South 37° 58' 30" West 173.21 feet); Thence continuing along the Westerly boundary of said parcel (Acct. #6662-1) South 43° 04' 21" West (formerly S 41° 20' W) 945.50 feet to the Point of Beginning, containing 6.39 acres, more or less, and as shown on Survey Map CS 22B93, Surveyor Records of said Coos County, Oregon.

Tax Lot 1202 Section 24 Sub Section SW (C) Township 27 South, Range 12 West of the Willamette Meridian.

For valuable consideration receipt of which is hereby acknowledged, Grantor hereby grants to Grantee and Grantee's successors, and assigns, an exclusive, fully assignable, perpetual easement in gross on that portion of the Grantor Property for the construction, reconstruction, inspection, operation, maintenance, repair, clearing, replacement, enlargement and removal of electric power transmission, distribution and communication facilities and all necessary or desirable accessories and appurtenances thereto, including without limitation, supporting towers, poles, props, protection (bollards, riprap, etc.) guys, anchors, wires, fibers, cables and other conductors and conduits therefor, pads, transformers, switches, vaults, and cabinets (collectively the "Facilities"), along with other easement rights all as described hereinafter.

Said Easement Area being a strip of land, ten feet (10) wide, with five (5) feet on each side of the centerline of the Facilities, located as actually installed.

The easement granted herein includes additional rights as follows:

1. A perpetual easement on, over and across the Grantor Property from public roadways for access to the Facilities and for all activities in connection with the purposes for which the easement described herein has been granted, together with the present and future right to keep the Easement Area and adjacent portions of the Grantor Property clear of all brush, trees, timber, structures, buildings and other hazards, including, but not limited to, the removal of dead, weak, leaning, or other dangerous trees outside the Easement Area,

which Grantee deems, in the exercise of its exclusive discretion, to be an actual or potential hazard which may endanger the Facilities or impede Grantee's rights granted herein. The right of access granted herein includes, without limitation, the right to bring heavy duty trucks and equipment onto the Grantor Property as Grantee deems necessary.

- 2. The right to transfer, sell, encumber, lease, sublease, assign, or otherwise convey Grantee's rights herein, from time to time during the duration of this easement, for monetary consideration or otherwise.

Grantor agrees that it shall not place, use or permit in the Easement Area any structure, plants, equipment or material of any kind, light any fires, or place or store any flammable materials (other than agricultural crops) on or within the boundaries of the Easement Area.

Although the easement granted herein is exclusive to Grantee, Grantor shall have the right to use the Easement Area for agricultural crops and other purposes which do not, in the determination of Grantee exercising its sole and exclusive discretion, interfere with the use of the easement rights granted herein.

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations herein assumed.

The easement granted herein runs with the land of the Grantor Property and is binding upon and inures to the benefit of the respective heirs, personal representatives, successors, shareholders, directors, and assigns of the parties hereto.

Grantor covenants that Grantor owns the above-described premises, and that Grantor has the legal right and authority to grant this Easement.

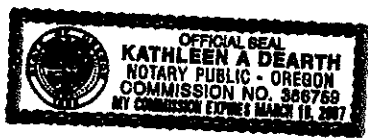
IN WITNESS WHEREOF, the said Grantor(s) have hereunto set their hand(s) as of the 6th day of November, 2006.

*Nonda George Henderson*      *Gail Beth Henderson*  
Nonda George Henderson      Gail Beth Henderson

STATE OF Oregon )  
County of Coos )

This instrument was acknowledged before me on: November 6th, 2006  
By: Nonda George & Gail B. Henderson

*Kathleen A. Dearth*  
Notary Public Signature  
Notary Public State of Oregon  
My Commission Expires: 3-19-07



The following reference numbers are included for Grantee internal tracking purposes only:  
WO Reference Number 20061003 (2 of 2) Easement No: \_\_\_\_\_



DEBBIE HELLER, CEA, COOS COUNTY CLERK

**Grantors:**  
Nonda G Henderson and Gail B Henderson  
58375 Fairview Road  
Coquille, Oregon 97423  
**Grantee:**  
Fairview Rural Fire Protection District  
96775 Fairview, Sumner Lane  
Coquille, Oregon 97423

**After recording, return to:**  
Walter B. Hogan  
Attorney at Law  
PO Box 458  
Myrtle Point Oregon 97458  
**Until requested otherwise, send all tax statements to:**  
Fairview Rural Fire Protection District  
96775 Fairview, Sumner Lane  
Coquille, Oregon 97423  
**Consideration: \$2,500.00**

### EASEMENT

THIS EASEMENT AGREEMENT is dated this 28 day of February, 2018 by and between NONDA G HENDERSON and GAIL B HENDERSON, hereinafter referred to as GRANTORS, and FAIRVIEW RURAL FIRE PROTECTION DISTRICT, hereinafter known as GRANTEE.

1. GRANTORS are the owners of certain real property in Coos County, Oregon and more particularly described in Exhibit A attached hereto and made a part hereof as though fully set forth herein.

2. GRANTEE is the owner of certain real property in Coos County, Oregon and more particularly described in Exhibit B attached hereto and made a part hereof as though fully set forth herein.

3. GRANTORS desire to grant to GRANTEE a right of way and road maintenance agreement across the real property of GRANTORS (Exhibit A) for the benefit of the real property owned by GRANTEE (Exhibit B).

NOW THEREFORE, GRANTORS grant to GRANTEE an easement allowing the use and maintenance of an existing roadway across the real property of GRANTORS which roadway is generally shown in Exhibit C attached hereto. Said roadway is currently in existence and being used by both the GRANTORS and the GRANTEE. GRANTORS grants to GRANTEE the right to use that roadway for the purpose of ingress and egress to GRANTEE'S real property and further allowing maintenance of the existing roadway by GRANTEES and for no other purpose.

In consideration for this easement, GRANTEE agrees to assist GRANTORS in maintaining the existing roadway. The GRANTORS and GRANTEE hereby agree that said maintenance is adequate and full consideration for the granting of this easement agreement.

This easement agreement is not personal but is to be appurtenant to the real property described in Exhibits A & B. This easement agreement shall run with the land described in Exhibits A & B and shall be binding on and inure to the benefit of the GRANTOR and GRANTEE, their heirs, assignees, and successors in interest.

IN WITNESS WHEREOF, the GRANTORS and GRANTEE have executed this EASEMENT AGREEMENT this 28 day of February, 2018.

GRANTORS:

*Nonda G. Henderson*  
NONDA G. HENDERSON

*Gail B. Henderson*  
GAIL B. HENDERSON

STATE OF OREGON            )  
  )  
County of Coos                )            SS.

This instrument was acknowledged before me on February 28, 2018 by NONDA G. HENDERSON and GAIL B. HENDERSON, Grantors.

*Julie A Groves*  
Notary Public for Oregon  
My Commission Expires: 9/1/18

GRANTEE:

*Sam L. Nelson*  
Agent for  
Fairview Rural Fire Protection District



STATE OF OREGON            )  
  )  
County of Coos                )            SS.

This instrument was acknowledged before me on March 14, 2018 by Sam L. Nelson, agent for Fairview Rural Fire Protection District, Grantee.

*Julie A Groves*  
Notary Public for Oregon  
My Commission Expires: 9/1/18



EXHIBIT "A"

Beginning at a 5/8" iron rod on the Easterly boundary of the abandoned Coos Bay Timber Company railroad from which the Southwest corner of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, bears South 52° 12' 01" West 1406.81 feet;

Thence North 46° 55' 39" West (formerly N 48° 40' W) 340.57 feet to a 5/8" iron rod on the Easterly right-of-way of the Coquille-Fairview County Road from which said Southwest corner of Section 24 bears South 38° 14' 28" West 1393.94 feet;

Thence Northeasterly 709.5 feet, more or less, along said Easterly right-of-way to a 5/8" iron rod, said rod being South 42° 06' 00" East 11.00 feet from a point 1666.47 feet North and 1293.62 feet East of said Southwest corner of Section 24;

Thence South 42° 06' 00" East 326.46 feet to a 5/8" iron rod on the Westerly right-of-way of said abandoned railway;

Thence North 45° 04' 21" East (formerly N 41° 20' E) 262.14 feet along said right-of-way to the point of a curve left;

Thence along said curve left having a radius of 915.37 feet for 173.44 feet (the long chord being N 37° 31' 34" East 173.18 feet) to the Southwesterly right-of-way of the Fairview-McKinley County Road (Coos Bay Wagon Road);

Thence Southeasterly 81.35 feet along said right-of-way to the Northwest corner of that parcel held by the United States of America and recorded in the County Assessors' office as Tax Account #6662-1;

Thence Southeasterly along a curve right having a radius of 995.37 feet for 174.43 feet (the long chord being South 37° 58' 30" West 173.21 feet);

Thence continuing along the Westerly boundary of said parcel (Acct. #6662-1) South 43° 04' 21" West (formerly S 41° 20' W) 945.50 feet to the Point of Beginning, containing 6.39 acres, more or less, and as shown on Survey Map CS 22B93, Surveyor Records of said Coos County, Oregon

EXHIBIT

A



**LEGAL DESCRIPTION**

**PARCEL A:** Beginning at a point on the Easterly right of way line of the Coquille-Fairview County Road 1666.47 feet North and 1293.62 feet East of the Southwest corner of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South  $42^{\circ} 06'$  East 345 feet, more or less, to the Westerly right of way line of the former Coos Bay Lumber Company railroad right of way; thence Northeasterly in a straight line to the Southeast corner of that property conveyed to Coos County by instrument recorded October 9, 1974, bearing Microfilm Reel No. 74-10-105563, Records of Coos County, Oregon, said point also being the Northerly right of way line of that certain Easement granted to the United States of America by Lester W. Gardner and Louise Gardner in Easement recorded in Book 257, Page 664, Deed Records of Coos County, Oregon; thence North  $62^{\circ} 42' 10''$  West along the North line of the said Easement 410 feet, more or less, to the Easterly right of way line of the Coquille-Fairview County Road; thence Southwesterly along said right of way line to the point of beginning.

**PARCEL B:** Beginning at the intersection of the Easterly right of way line of the Coquille-Fairview Road and the Southerly right of way line of the Coos Bay Wagon Road, said point being situated 2077 feet North and 1478.6 feet East of the Southwest corner of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South  $48^{\circ} 25'$  East 403 feet along the South right of way line of the said Wagon Road to the Westerly line of the Coos Bay Lumber Company railroad right of way; thence Southwesterly along the Westerly right of way line of said railroad 216 feet, more or less, to the Northerly right of way line of that certain Easement granted to the United States of America by Lester W. Gardner and Louise Gardner in Easement recorded in Book 257, Page 664, Deed Records of Coos County, Oregon; thence North  $62^{\circ} 42' 10''$  West along the North line of said Easement 410 feet, more or less, to the Easterly right of way line of the Coquille-Fairview County Road; thence Northeasterly along the East right of way line of said Coquille-Fairview Road 316 feet, more or less, to the point of beginning.

**THE WITHIN DESCRIBED PROPERTY IS SUBJECT TO THE FOLLOWING:**

1. Rights of the public in and to that portion lying within streets, roads and highways.
2. Easement, including the terms and provisions thereof,  
 To: United States of America  
 Recorded: November 7, 1956  
 Book: 254 Page: 532, Deed  
 Records of COOS County, Oregon.  
 For: transmission line
3. Easement, including the terms and provisions thereof,  
 To: United States of America  
 Recorded: November 7, 1956  
 Book: 254 Page: 536, Deed  
 Records of COOS County, Oregon.  
 For: transmission line
4. Easement, including the terms and provisions thereof,  
 To: United States of America

6-79-596

COOS COUNTY, COQUILLE TOTAL \$36.00  
 TERRI L. TURI, COOS COUNTY CLERK

04/02/2003 #2003-4363  
 11:34:03AM 2 OF 3

**February 2018 Data Set (PARCEL ALIGNMENT WITH PHOTO MAY NOT BE EXACT**



200ft

Copyright: © 2013 National Geographic Society, i-cubed | Employment | Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Coos County Comprehensive Plan: Volume I, Part 2. Inventories and Factual Base. Digital work created by Coos County Planning Staff & Coos County Board of Commissioners with financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, and the Ocean and Coastal Management Program, Department of Land Conservation and Development. Publication Date, 2013. | © 2018 Microsoft Corporation, © 2018 DigitalGlobe, ©CNES (2018) Distribution Airbus DS, © 2018 HERE

**EXHIBIT**

C

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

After Recording Return To:  
GUILD MORTGAGE COMPANY - ATTN:  
DMD

5898 COPLEY DRIVE  
SAN DIEGO, CA 92111

COOS COUNTY, OREGON **2018-10614**  
\$221.00 11/02/2018 02:40:00 PM  
DEBBIE HELLER, CCC, COOS COUNTY CLERK Pgs=28

Mortgage Electronic Registration  
Systems, Inc. as nominee for lender

360698024917  
AFTER RECORDING  
RETURN TO  
Ticor Title Insurance  
300 West Anderson Ave - Box 1075  
Coos Bay, OR 97420-0233

LOAN No.: 198-2006218

1. Title(s) of the Transaction(s) ORS 205.234(a)  
Deed of Trust

2. Direct Party/Grantor(s) ORS 205.125(1)(b) and 205.160  
CHAD A BROWN AND SHEI A BROWN, AS TENANTS BY THE ENTIRETY  
3020 ALLEN RD, BAKERSFIELD, CA 93314

3. Indirect Party/Trustee ORS 205.125(1)(a) and 205.160  
CLEAR RECON CORP  
4375 JUTLAND, SAN DIEGO, CA 92117  
Mortgage Electronic Registration Systems, Inc., as Nominee for Lender, its Successors and or  
Assigns, P.O. Box 2026, Flint, MI 48501-2026, tel.

4. True and Actual Consideration:  
ORS 93.030(5) - Amount in dollars or other  
\$ 176,000.00

Other: \_\_\_\_\_

6. Satisfaction of Order or Warrant:  
ORS 205.125(1)(e)  
CHECK ONE:  FULL  
(If applicable)  PARTIAL

8. If this instrument is being Re-Recorded, complete the following statement: ORS 205.244  
"RERECORDED AT THE REQUEST OF \_\_\_\_\_  
TO CORRECT \_\_\_\_\_  
PREVIOUSLY RECORDED IN BOOK \_\_\_\_\_ AND PAGE \_\_\_\_\_, OR AS FEE  
NUMBER \_\_\_\_\_."

5. Send tax statements to: ORS 93.260

3020 ALLEN RD

BAKERSFIELD, CA 93314

7. The amount of the monetary obligation  
imposed by the order or warrant.  
ORS 205.125(1)(c)  
(If applicable) \$ \_\_\_\_\_

Loan Originator Organization: GUILD MORTGAGE COMPANY, NMLSR ID: 3274  
Individual Loan Originator's Name: TREVOR ALAN NISSEN, NMLSR ID: 487509



After Recording Return To:  
GUILD MORTGAGE COMPANY - ATTN:  
DMD

5898 COPLEY DRIVE  
SAN DIEGO, CA 92111

Until change is requested, all tax statements shall  
be sent to the following address:  
3020 ALLEN RD  
BAKERSFIELD, CA 93314

Tax Account Number: 665907/1737

[Space Above This Line For Recording Data]

Loan No.: 198-2006218

MIN: 100019919820062188

## DEED OF TRUST

Mortgage Electronic Registration Systems, Inc. (MERS) is the Grantee of this Security Instrument

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated November 1, 2018, together with all Riders to this document.
- (B) "Borrower" is CHAD A BROWN AND SHEI A BROWN, AS TENANTS BY THE ENTIRETY. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION. Lender is a corporation organized and existing under the laws of CALIFORNIA. Lender's address is 5898 COPLEY DRIVE, SAN DIEGO, CA 92111. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is CLEAR RECON CORP.
- (E) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this Loan, and attached a MERS Rider to this Security Instrument, to be executed by



Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

(F) "Note" means the promissory note signed by Borrower and dated November 1, 2018. The Note states that Borrower owes Lender One Hundred Seventy Six Thousand and 00/100ths Dollars (U.S. \$176,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2048.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider  | <input checked="" type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider   | <input type="checkbox"/> Biweekly Payment Rider       |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Revocable Trust Rider  |   |
| <input checked="" type="checkbox"/> MERS Rider | <input checked="" type="checkbox"/> Other(s) [specify] Manufactured Housing: Unit Rider to the Security Instrument (Unit to Become Affixed) |   |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.



(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (i) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of COOS:  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]  
BEGINNING AT A 5/8 INCH IRON ROD ON THE EASTERLY BOUNDARY OF THE ABANDONED COOS BAY TIMBER COMPANY RAILROAD FROM WHICH THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, BEARS SOUTH 52 DEGREES 12 MINUTES 01 SECOND WEST 1406.81 FEET; THENCE NORTH 46 DEGREES 55 MINUTES 39 SECONDS WEST (FORMERLY N 48 DEGREES 40 MINUTES W) 340.57 FEET TO A 5/8 INCH IRON ROD ON THE EASTERLY RIGHT-OF-WAY OF THE COQUILLE-FAIRVIEW COUNTY ROAD FROM WHICH SAID SOUTHWEST CORNER OF SECTION 24 BEARS SOUTH 38 DEGREES 14 MINUTES 28 SECONDS WEST 1393.94 FEET; THENCE NORTHEASTERLY 709.5 FEET, MORE OR LESS, ALONG SAID EASTERLY RIGHT-OF-WAY TO A 5/8 INCH IRON ROD, SAID ROD BEING SOUTH 42 DEGREES 06 MINUTES 00 SECONDS EAST 11.00 FEET FROM A POINT 1666.47 FEET NORTH AND 1293.62 FEET EAST OF SAID SOUTHWEST CORNER OF SECTION 24; THENCE SOUTH 42 DEGREES 06 MINUTES 00 SECONDS EAST 326.46 FEET TO A 5/8 INCH IRON ROD ON THE WESTERLY RIGHT-OF-WAY OF SAID ABANDONED RAILWAY; THENCE NORTH 45 DEGREES 04 MINUTES 21 SECONDS EAST (FORMERLY N 41 DEGREES 20 MINUTES E) 262.14 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF A CURVE LEFT; THENCE ALONG SAID CURVE LEFT HAVING A RADIUS OF 915.37 FEET FOR 173.44 FEET (THE LONG CHORD BEING N 37 DEGREES 31 MINUTES 34 SECONDS EAST 173.18 FEET) TO THE SOUTHWESTERLY RIGHT-OF-WAY OF THE FAIRVIEW-MCKINLEY COUNTY ROAD (COOS BAY WAGON ROAD); THENCE SOUTHEASTERLY 81.35 FEET ALONG SAID RIGHT-OF-WAY TO THE NORTHWEST CORNER OF THAT PARCEL HELD BY THE UNITED STATES OF AMERICA AND RECORDED IN THE COUNTY ASSESSORS OFFICE AS TAX ACCOUNT NUMBER 6662-1; THENCE SOUTHEASTERLY ALONG A CURVE RIGHT HAVING A RADIUS OF 995.37 FEET FOR 174.43 FEET (THE LONG CHORD BEING SOUTH 37 DEGREES 58 MINUTES 30 SECONDS WEST 173.21 FEET); THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID PARCEL (ACCT. NUMBER 6662-1) SOUTH 43 DEGREES 04 MINUTES 21 SECONDS WEST (FORMERLY S 41 DEGREES 20 MINUTES W) 945.50 FEET TO THE POINT OF BEGINNING, AND AS SHOWN ON SURVEY MAP CS 22B93, SURVEYOR RECORDS OF



SAID COOS COUNTY, OREGON. ACCOUNT NO.: 665907 AND 1737

which currently has the address of 58375 FAIRVIEW RD

[Street]  
COQUILLE, Oregon 97423 ("Property Address")  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments



due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make





such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security



Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds



are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and



Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of



the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security



Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which



Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as



defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.





23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Attorneys' Fees.** As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

26. **Protective Advances.** This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. **Required Evidence of Property Insurance.**

#### WARNING

Unless Borrower provides Lender with evidence of the insurance coverage as required by our contract or loan agreement, Lender may purchase insurance at Borrower's expense to protect Lender's interest. This insurance may, but need not, also protect Borrower's interest. If the collateral becomes damaged, the coverage Lender purchases may not pay any claim Borrower makes or any claim made against Borrower. Borrower may later cancel this coverage by providing evidence that Borrower has obtained property coverage elsewhere.

Borrower is responsible for the cost of any insurance purchased by Lender. The cost of this insurance may be added to Borrower's contract or loan balance. If the cost is added to Borrower's contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date Borrower's prior coverage lapsed or the date Borrower failed to provide proof of coverage.

The coverage Lender purchases may be considerably more expensive than insurance Borrower can obtain on Borrower's own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

*Chad A Brown* (Seal)  
CHAD A. BROWN -Borrower  
[Printed Name]

*Sheila Brown* (Seal)  
SHEILA A. BROWN -Borrower  
[Printed Name]

\_\_\_\_ (Seal)  
-Borrower  
[Printed Name]

\_\_\_\_ (Seal)  
-Borrower  
[Printed Name]



ACKNOWLEDGMENT

State of California  
County of Kern

§  
§  
§

This instrument was acknowledged before me on 11-1-2015 by CHAD A. BROWN.



(Seal, if any)

Cathy Garcia  
Signature of Notarial Officer  
Cathy Garcia  
Printed Name  
Notary Public  
Title (and Rank)  
My Commission Expires: March 15, 2021



ACKNOWLEDGMENT

State of California  
County of Kern

§  
§  
§

This instrument was acknowledged before me on 11-1-2018 by SHEI A. BROWN.



(Seal, if any)

Cathy Garcia  
Signature of Notarial Officer  
Cathy Garcia  
Printed Name  
Notary Public  
Title (and Rank)  
My Commission Expires: March 15, 2021

Loan Originator Organization: GUILD MORTGAGE COMPANY, NMLSR ID: 3274  
Individual Loan Originator's Name: TREVOR ALAN NISSEN, NMLSR ID: 487509



Loan Originator Organization: GUILD MORTGAGE COMPANY, NMLSR ID: 3274  
Individual Loan Originator's Name: TREVOR ALAN NISSEN, NMLSR ID: 487509  
Loan No.: 198-2006218  
MIN: 100019919820062188

## SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 1st day of November, 2018, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

58375 FAIRVIEW RD, COQUILLE, OR 97423  
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. **Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

*[Signatures on Following Page]*



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

Chad A. Brown (Seal)  
CHAD A. BROWN -Borrower

Sheila A. Brown (Seal)  
SHEILA A. BROWN -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

[Sign Original Only]



Loan Originator Organization: GUILD MORTGAGE COMPANY, NMLSR ID: 3274  
Individual Loan Originator's Name: TREVOR ALAN NISSEN, NMLSR ID: 487509  
Loan No.: 198-2006218

(Attach to Security Instrument)

**MANUFACTURED HOUSING UNIT RIDER TO THE  
MORTGAGE / DEED OF TRUST / SECURITY  
INSTRUMENT  
(Manufactured Housing Unit to Become Affixed)**

THIS RIDER is made this 1st day of November, 2018, and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Security Instrument (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION (the "Note Holder") of the same date (the "Note") and covering the land described in the Security Instrument as:

BEGINNING AT A 5/8 INCH IRON ROD ON THE EASTERLY BOUNDARY OF THE ABANDONED COOS BAY TIMBER COMPANY RAILROAD FROM WHICH THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, BEARS SOUTH 52 DEGREES 12 MINUTES 01 SECOND WEST 1406.81 FEET; THENCE NORTH 46 DEGREES 55 MINUTES 39 SECONDS WEST (FORMERLY N 48 DEGREES 40 MINUTES W) 340.57 FEET TO A 5/8 INCH IRON ROD ON THE EASTERLY RIGHT-OF-WAY OF THE COQUILLE-FAIRVIEW COUNTY ROAD FROM WHICH SAID SOUTHWEST CORNER OF SECTION 24 BEARS SOUTH 38 DEGREES 14 MINUTES 28 SECONDS WEST 1393.94 FEET; THENCE NORTHEASTERLY 709.5 FEET, MORE OR LESS, ALONG SAID EASTERLY RIGHT-OF-WAY TO A 5/8 INCH IRON ROD, SAID ROD BEING SOUTH 42 DEGREES 06 MINUTES 00 SECONDS EAST 11.00 FEET FROM A POINT 1666.47 FEET NORTH AND 1293.62 FEET EAST OF SAID SOUTHWEST CORNER OF SECTION 24; THENCE SOUTH 42 DEGREES 06 MINUTES 00 SECONDS EAST 326.46 FEET TO A 5/8 INCH IRON ROD ON THE WESTERLY RIGHT-OF-WAY OF SAID ABANDONED RAILWAY; THENCE NORTH 45 DEGREES 04 MINUTES 21 SECONDS EAST (FORMERLY N 41 DEGREES 20 MINUTES E) 262.14 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF A CURVE LEFT; THENCE ALONG SAID CURVE LEFT HAVING A RADIUS OF 915.37 FEET FOR 173.44 FEET

Manufactured Housing Unit Rider to the Mortgage/Deed of Trust/Security Instrument  
(Manufactured Housing Unit to Become Affixed) (Multistate)

—THE COMPLIANCE SOURCE, INC.—  
www.compliancesource.com

Page 1 of 3

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(THE LONG CORD BEING N 37 DEGREES 31 MINUTES 34 SECONDS EAST 173.18 FEET) TO THE SOUTHWESTERLY RIGHT-OF-WAY OF THE FAIRVIEW-MCKINLEY COUNTY ROAD (COOS BAY WAGON ROAD); THENCE SOUTHEASTERLY 81.35 FEET ALONG SAID RIGHT-OF-WAY TO THE NORTHWEST CORNER OF THAT PARCEL HELD BY THE UNITED STATES OF AMERICA AND RECORDED IN THE COUNTY ASSESSORS OFFICE AS TAX ACCOUNT NUMBER 6662-1; THENCE SOUTHEASTERLY ALONG A CURVE RIGHT HAVING A RADIUS OF 995.37 FEET FOR 174.43 FEET (THE LONG CHORD BEING SOUTH 37 DEGREES 58 MINUTES 30 SECONDS WEST 173.21 FEET); THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID PARCEL (ACCT. NUMBER 6662-1) SOUTH 43 DEGREES 04 MINUTES 21 SECONDS WEST (FORMERLY S 41 DEGREES 20 MINUTES W) 945.50 FEET TO THE POINT OF BEGINNING, AND AS SHOWN ON SURVEY MAP CS 22B93, SURVEYOR RECORDS OF SAID COOS COUNTY, OREGON. ACCOUNT NO.: 665907 AND 1737

[Legal Description]

which currently has the address of:

58375 FAIRVIEW RD, COQUILLE, OR 97423

[Property Address]

together with the Manufactured Housing Unit described as follows which shall be a part of the real property:

Make: Palm Harbor Homes  
Model: 4P357A7  
Year: 2003  
Vehicle Identification  
and/or Serial Number(s): ph20-6133ab  
Width & Length: 27x58

**MODIFICATIONS.** In addition to the covenants and agreements made in the Security Instrument, Borrower(s) further covenant and agree as follows, for themselves, their heirs and assigns to the Note Holder:

**A. Property:**

"Property" shall encompass the Manufactured Housing Unit described above that is or that will become affixed to the land legally described herein.



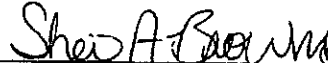


**B. Additional Covenants of Borrower(s):**

- (a) Borrower(s) covenant and agree that Borrower(s) will comply with all State and local laws and regulations regarding the affixation of the Manufactured Housing Unit to the land described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Housing Unit as real property under State and local law.
- (b) Borrower(s) covenant and agree that the Manufactured Housing Unit described above shall be, at all times, and for all purposes, permanently affixed to and part of the land legally described herein and shall not be removed from said land.
- (c) Borrower(s) covenant and agree that affixing the Manufactured Housing Unit to the land legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.
- (d) In the event state or local law does not provide for a surrender of title, Borrower grants Lender a security interest in the Manufactured Housing Unit and shall execute such documents as Lender may request to evidence Lender's security interest therein.

BY SIGNING THIS, Borrower(s) agree to all of the above.

  
CHAD A. BROWN (Seal)  
-Borrower

  
SHEA A. BROWN (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower



Loan No.: 198-2006218  
Loan Originator Organization: GUILD MORTGAGE COMPANY, NMLSR ID: 3274  
Individual Loan Originator's Name: TREVOR ALAN NISSEN, NMLSR ID: 487509  
MIN.: 100019919820062188

## MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER (MERS Rider)

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this 1st day of November, 2018, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

58375 FAIRVIEW RD, COQUILLE, OR 97423  
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

### A. DEFINITIONS

1. The Definitions section of the Security Instrument is amended as follows:

"Lender" is GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION. Lender is a corporation organized and existing under the laws of CALIFORNIA. Lender's address is 5898 COPLEY DRIVE, SAN DIEGO, CA 92111. Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888)-679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

2. The Definitions section of the Security Instrument is further amended to add the following definition:

"Nominee" means one designated to act for another as its representative for a limited purpose.



B. TRANSFER OF RIGHTS IN THE PROPERTY

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of COOS:
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
BEGINNING AT A 5/8 INCH IRON ROD ON THE EASTERLY BOUNDARY OF THE ABANDONED COOS BAY TIMBER COMPANY RAILROAD FROM WHICH THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, BEARS SOUTH 52 DEGREES 12 MINUTES 01 SECOND WEST 1406.81 FEET; THENCE NORTH 46 DEGREES 55 MINUTES 39 SECONDS WEST (FORMERLY N 48 DEGREES 40 MINUTES W) 340.57 FEET TO A 5/8 INCH IRON ROD ON THE EASTERLY RIGHT-OF-WAY OF THE COQUILLE-FAIRVIEW COUNTY ROAD FROM WHICH SAID SOUTHWEST CORNER OF SECTION 24 BEARS SOUTH 38 DEGREES 14 MINUTES 28 SECONDS WEST 1393.94 FEET; THENCE NORTHEASTERLY 709.5 FEET, MORE OR LESS, ALONG SAID EASTERLY RIGHT-OF-WAY TO A 5/8 INCH IRON ROD, SAID ROD BEING SOUTH 42 DEGREES 06 MINUTES 00 SECONDS EAST 11.00 FEET FROM A POINT 1666.47 FEET NORTH AND 1293.62 FEET EAST OF SAID SOUTHWEST CORNER OF SECTION 24; THENCE SOUTH 42 DEGREES 06 MINUTES 00 SECONDS EAST 326.46 FEET TO A 5/8 INCH IRON ROD ON THE WESTERLY RIGHT-OF-WAY OF SAID ABANDONED RAILWAY; THENCE NORTH 45 DEGREES 04 MINUTES 21 SECONDS EAST (FORMERLY N 41 DEGREES 20 MINUTES E) 262.14 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF A CURVE LEFT; THENCE ALONG SAID CURVE LEFT HAVING A RADIUS OF 915.37 FEET FOR 173.44 FEET (THE LONG CHORD BEING N 37 DEGREES 31 MINUTES 34 SECONDS EAST 173.18 FEET) TO THE SOUTHWESTERLY RIGHT-OF-WAY OF THE FAIRVIEW-MCKINLEY COUNTY ROAD (COOS BAY WAGON ROAD); THENCE SOUTHEASTERLY 81.35 FEET ALONG SAID RIGHT-OF-WAY TO THE NORTHWEST CORNER OF THAT PARCEL HELD BY THE UNITED STATES OF AMERICA AND RECORDED IN THE COUNTY ASSESSORS OFFICE AS TAX ACCOUNT NUMBER 6662-1; THENCE SOUTHEASTERLY ALONG A CURVE RIGHT HAVING A RADIUS OF 995.37 FEET FOR 174.43 FEET (THE LONG CHORD BEING SOUTH 37 DEGREES 58 MINUTES 30 SECONDS WEST 173.21 FEET); THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID PARCEL (ACCT. NUMBER 6662-1) SOUTH 43 DEGREES 04 MINUTES 21 SECONDS WEST (FORMERLY S 41 DEGREES 20 MINUTES W) 945.50 FEET TO THE POINT OF BEGINNING, AND AS SHOWN ON SURVEY MAP CS 22B93, SURVEYOR RECORDS OF SAID COOS COUNTY, OREGON. ACCOUNT NO.: 665907 AND 1737

which currently has the address of 58375 FAIRVIEW RD

COQUILLE, Oregon 97423 ("Property Address"):
[City] [State] [Zip Code]



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

C. NOTICES

Section 15 of the Security Instrument is amended to read as follows:

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

D. SALE OF NOTE; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE

Section 20 of the Security Instrument is amended to read as follows:

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing



obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

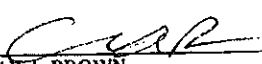
#### E. SUBSTITUTE TRUSTEE

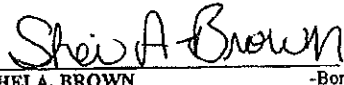
Section 24 of the Security Instrument is amended to read as follows:

**24. Substitute Trustee.** In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this MERS Rider.

  
\_\_\_\_\_  
CHAD A. BROWN (Seal)  
-Borrower

  
\_\_\_\_\_  
SHEI A. BROWN (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower



**APPLICATION FOR RECORDING MANUFACTURED HOME AS REAL PROPERTY**

COOS COUNTY, OREGON **2018-10706**  
 \$91.00 11/06/2018 09:39:00 AM  
 DEBBIE HELLER, CCC, COOS COUNTY CLERK Pgs=2

After recording return to: **AFTER RECORDING RETURN TO**  
 Title Title Insurance

300 West Anderson Ave - Box 1076  
 Coos Bay, OR 97420-0233  
 360618024917  
 Send all future tax bills to:  
 Chad A. Brown and Shei A. Brown  
 3020 Allen Rd Balesfield, CA 93314

Check appropriate box:  New home  Existing home - X Plate Number (if applicable) 1737

**LEGAL DESCRIPTION OF MANUFACTURED STRUCTURE**

2003 YEAR	Palm Harbor Homes MAKE	HUD number	PH20-6133AB VEHICLE IDENTIFICATION NUMBER (VIN)	27 WIDTH	58 LENGTH
Home ID	1737 County ID Number	58375 Fairview Road, Coquille, OR 97423 Situs Address			

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

Map 27-12-24C TL1202  
 See Attached Exhibit "A"

Chad A. Brown  
 PRINTED NAME OF OWNER(S)

Shei A. Brown  
 PRINTED NAME OF OWNER(S) (For additional owners, attach a second sheet)

3020 Allen Rd, Balesfield, CA 93314  
 MAILING ADDRESS (if different than situs address)

Guild Mortgage Company, 10260 SW Greenburg Rd. #900, Portland, OR 97223  
 SECURITY INTEREST HOLDER NAME AND ADDRESS (if no security interest holder, write "none." Attach additional sheet if needed.)

**ACKNOWLEDGMENT**

*[Signature]*  
 County Assessor, Tax Collector or Escrow Officer Date 11-5-18

**CERTIFICATION**

- I certify that in accordance with ORS 446.626:
- The same person owns the manufactured structure and the real property as described above on which the manufactured structure is or will be situated OR
  - The owner of the manufactured structure holds a recorded leasehold estate of 20 or more years of the land;
  - The manufactured structure is or will be affixed to the real property and subject to taxation by the county in which it is located as an improvement to the real property;
  - Each person with a security interest in the manufactured structure and each person with a security interest in the real property approves the exemption from ownership document; and
  - This certification is being submitted for recording to the county clerk for the county in which the real property is located. A copy of said recorded document is being provided to the County Assessor in addition to the State of Oregon Building Codes Division, or one of its county agents along with the County Manufactured Home Notification and Tax Certification Form for Used Homes and a Manufactured Home Bill of Sale/Change Application.

X SIGNATURE OF OWNER *C. Eck*

X SIGNATURE OF OWNER *Shei A Brown*

State of ~~Oregon~~ <sup>California</sup>, County of Kern

The foregoing instrument was acknowledged before me this 1st day of November, 2018 by Chad A. Brown and Shei A. Brown

*Cathy Garcia*  
 Signature of Notary Public



My commission expires: March 15, 2021



## LEGAL DESCRIPTION

Order No.: 360618024917

Beginning at a 5/8" iron rod on the Easterly boundary of the abandoned Coos Bay Timber Company railroad from which the Southwest corner of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, bears South 52° 12' 01" West 1406.81 feet; Thence North 46° 55' 39" West (formerly N 48° 40' W) 340.57 feet to a 5/8" iron rod on the Easterly right-of-way of the Coquille-Fairview County Road from which said Southwest corner of Section 24 bears South 38° 14' 28" West 1393.94 feet; Thence Northeasterly 709.5 feet, more or less, along said Easterly right-of-way to a 5/8" iron rod, said rod being South 42° 06' 00" East 11.00 feet from a point 1666.47 feet North and 1293.62 feet East of said Southwest corner of Section 24; Thence South 42° 06' 00" East 326.46 feet to a 5/8" iron rod on the Westerly right-of-way of said abandoned railway; Thence North 45° 04' 21" East (formerly N 41° 20' E) 262.14 feet along said right-of-way to the point of a curve left; Thence along said curve left having a radius of 915.37 feet for 173.44 feet (the long cord being N 37° 31' 34" East 173.18 feet) to the Southwesterly right-of-way of the Fairview-McKinley County Road (Coos Bay Wagon Road); Thence Southeasterly 81.35 feet along said right-of-way to the Northwest corner of that parcel held by the United States of America and recorded in the County Assessors' office as Tax Account #6662-1; Thence Southeasterly along a curve right having a radius of 995.37 feet for 174.43 feet (the long chord being South 37° 58' 30" West 173.21 feet); Thence continuing along the Westerly boundary of said parcel (Acct. #6662-1) South 43° 04' 21" West (formerly S 41° 20' W) 945.50 feet to the Point of Beginning, and as shown on Survey Map CS 22B93, Surveyor Records of said Coos County, Oregon.



RECORDING REQUESTED BY:



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

COOS COUNTY, OREGON **2018-10613**  
\$101.00 11/02/2018 02:40:00 PM  
DEBBIE HELLER, CCC, COOS COUNTY CLERK Pgs=4

**GRANTOR'S NAME:**

Nonda George Henderson and Gail Beth Henderson

**GRANTEE'S NAME:**

Chad A. Brown and Shel A. Brown

**AFTER RECORDING RETURN TO:**

Order No.: 360618024917-TT  
Chad A. Brown and Shel A. Brown  
3020 Allen Road  
Bakersfield, CA 93314

**AFTER RECORDING  
RETURN TO**

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

**SEND TAX STATEMENTS TO:**

Chad A. Brown and Shel A. Brown  
3020 Allen Road  
Bakersfield, CA 93314

58375 Fairview Road, Coquille, OR 97423

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STATUTORY WARRANTY DEED**

Nonda George Henderson and Gail Beth Henderson, as tenants by the entirety, Grantor, conveys and warrants to Chad A. Brown and Shel A. Brown, as tenants by the entirety, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

Beginning at a 5/8" iron rod on the Easterly boundary of the abandoned Coos Bay Timber Company railroad from which the Southwest corner of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, bears South 52° 12' 01" West 1406.81 feet; Thence North 46° 55' 39" West (formerly N 48° 40' W) 340.57 feet to a 5/8" iron rod on the Easterly right-of-way of the Coquille-Fairview County Road from which said Southwest corner of Section 24 bears South 38° 14' 28" West 1393.94 feet; Thence Northeasterly 709.5 feet, more or less, along said Easterly right-of-way to a 5/8" iron rod, said rod being South 42° 06' 00" East 11.00 feet from a point 1666.47 feet North and 1293.62 feet East of said Southwest corner of Section 24; Thence South 42° 06' 00" East 326.46 feet to a 5/8" iron rod on the Westerly right-of-way of said abandoned railway; Thence North 45° 04' 21" East (formerly N 41° 20' E) 262.14 feet along said right-of-way to the point of a curve left; Thence along said curve left having a radius of 915.37 feet for 173.44 feet (the long chord being N 37° 31' 34" East 173.18 feet) to the Southwesterly right-of-way of the Fairview-McKinley County Road (Coos Bay Wagon Road); Thence Southeasterly 81.35 feet along said right-of-way to the Northwest corner of that parcel held by the United States of America and recorded in the County Assessors' office as Tax Account #6662-1; Thence Southeasterly along a curve right having a radius of 995.37 feet for 174.43 feet (the long chord being South 37° 58' 30" West 173.21 feet); Thence continuing along the Westerly boundary of said parcel (Acct. #6662-1) South 43° 04' 21" West (formerly S 41° 20' W) 945.50 feet to the Point of Beginning, and as shown on Survey Map CS 22B93, Surveyor Records of said Coos County, Oregon.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00). (See ORS 93.030).

**Subject to:**

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

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

STATUTORY WARRANTY DEED

(continued)

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

Dated: 11-1-18  
Nonda George Henderson  
Nonda George Henderson

Gail Beth Henderson  
Gail Beth Henderson

State of Oregon  
County of Coos

This instrument was acknowledged before me on 11-1-18 by Nonda George Henderson and Gail Beth Henderson.

Tonya Leanne Tucker  
Notary Public - State of Oregon

My Commission Expires: 5-17-22



**EXHIBIT "A"**  
Exceptions

**Subject to:**

1. The Land has been classified as Farm/Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
2. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: California - Oregon Power Company  
Purpose: Power line  
Recording Date: May 27, 1929  
Recording No: Book: 108, Page: 40
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: California - Oregon Power Company  
Purpose: Power line  
Recording Date: July 24, 1937  
Recording No: Book: 129, Page: 310
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: United States of America  
Purpose: Transmission line  
Recording Date: November 7, 1956  
Recording No: Book: 254, Page: 532
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: United States of America  
Purpose: Transmission line  
Recording Date: November 7, 1956  
Recording No: Book: 254, Page: 536
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: United States of America  
Recording Date: April 19, 1957  
Recording No: Book: 257, Page: 664
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: United States of America  
Purpose: Transmission line  
Recording Date: July 89, 1957  
Recording No: Book: 259, Page: 206
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Pacific Power & Light Company  
Purpose: Power line  
Recording Date: March 19, 1958  
Recording No: Book: 264, Page 127
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Pacific Power & Light Company  
Recording Date: March 26, 1958  
Recording No: Book: 264, Page 234
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Pacific Power & Light Company  
Recording Date: April 23, 1969  
Recording No: 69-04-38026
12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Pacific Power & Light Company  
Recording Date: August 3, 1971  
Recording No: 71-08-61694
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: United States of America, Department of the Interior Bonneville Power Administration  
  
Recording Date: July 14, 1982  
Recording No: 82-3-4875

**EXHIBIT "A"**  
Exceptions

14. Easement Agreement

Executed by: Archie D. Clawson and Leonard J. Allen and Barbara L. Allen and David N. Hopkins and Shirley D. Hopkins  
Purpose: Water use  
Recording Date: December 9, 1988  
Recording No.: 88-12-0633

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

Granted to: Coos-Curry Electric Cooperative, Inc., a cooperative corporation  
Recording Date: May 2, 1990  
Recording No: 90-05-0126

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

Granted to: Coos-Curry Electric Cooperative, Inc.  
Purpose: right-of-way  
Recording Date: September 8, 2003  
Recording No: 2003-13698

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

Granted to: Coos-Curry Electric Cooperative, Inc.,  
Purpose: Grant of Perpetual Easement  
Recording Date: November 29, 2007  
Recording No: 2007-15011

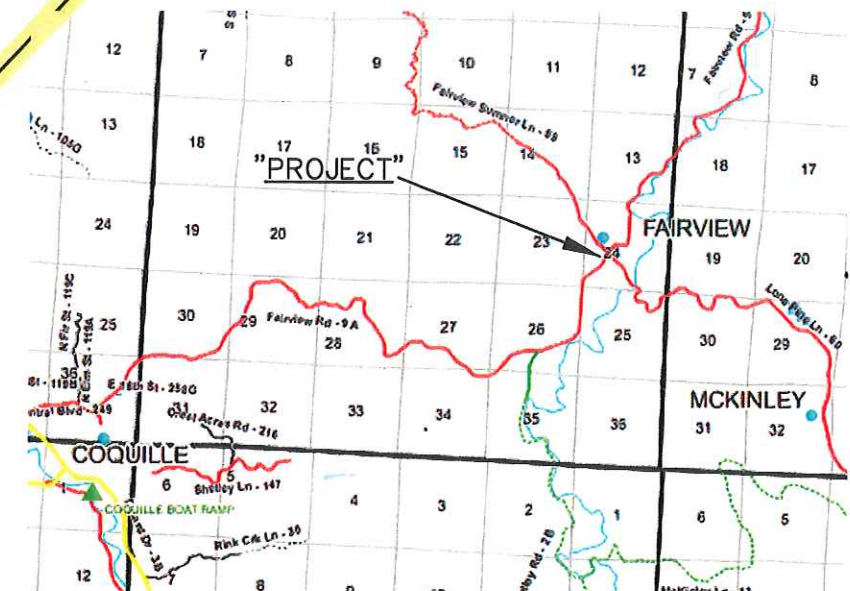
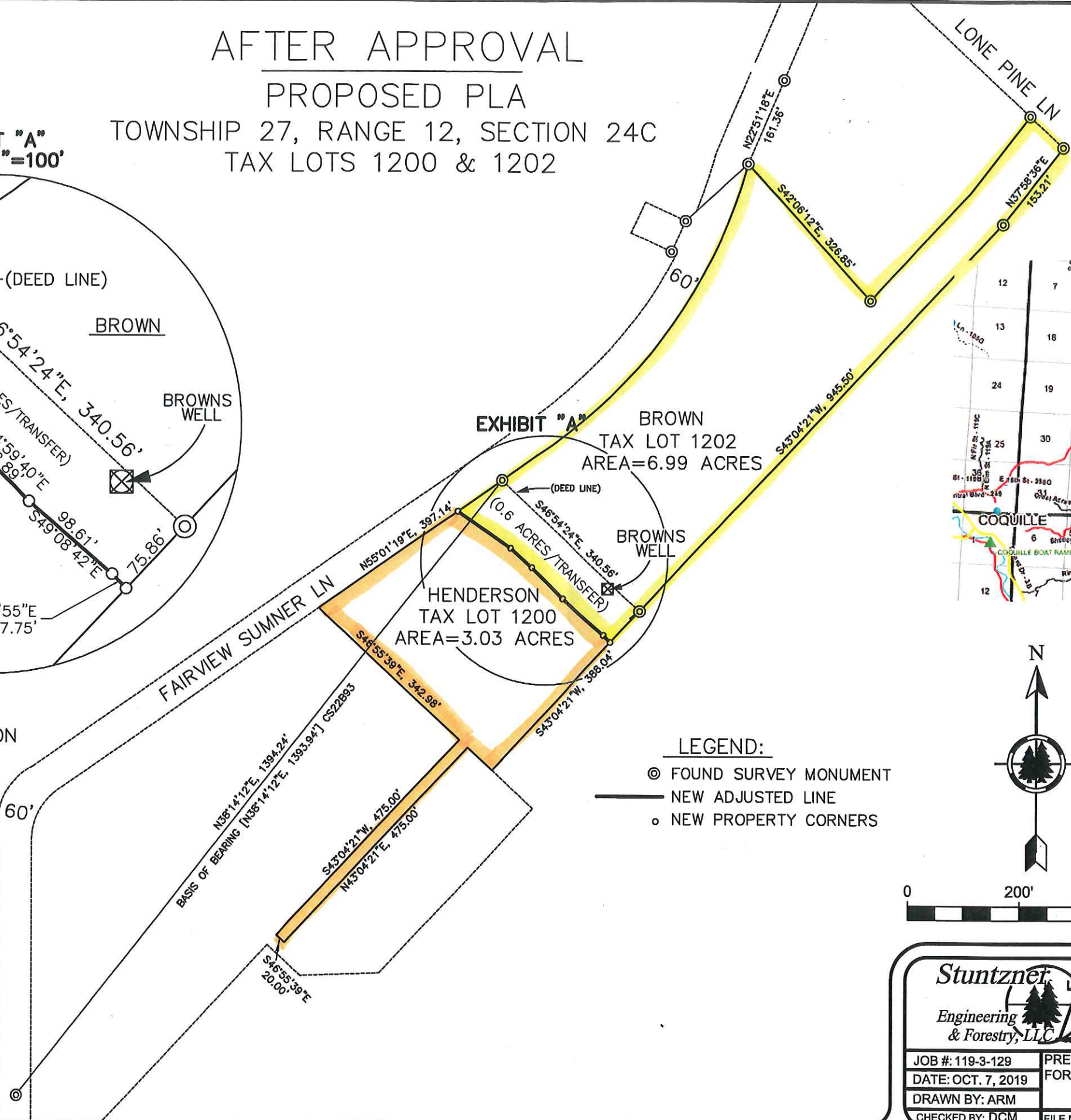
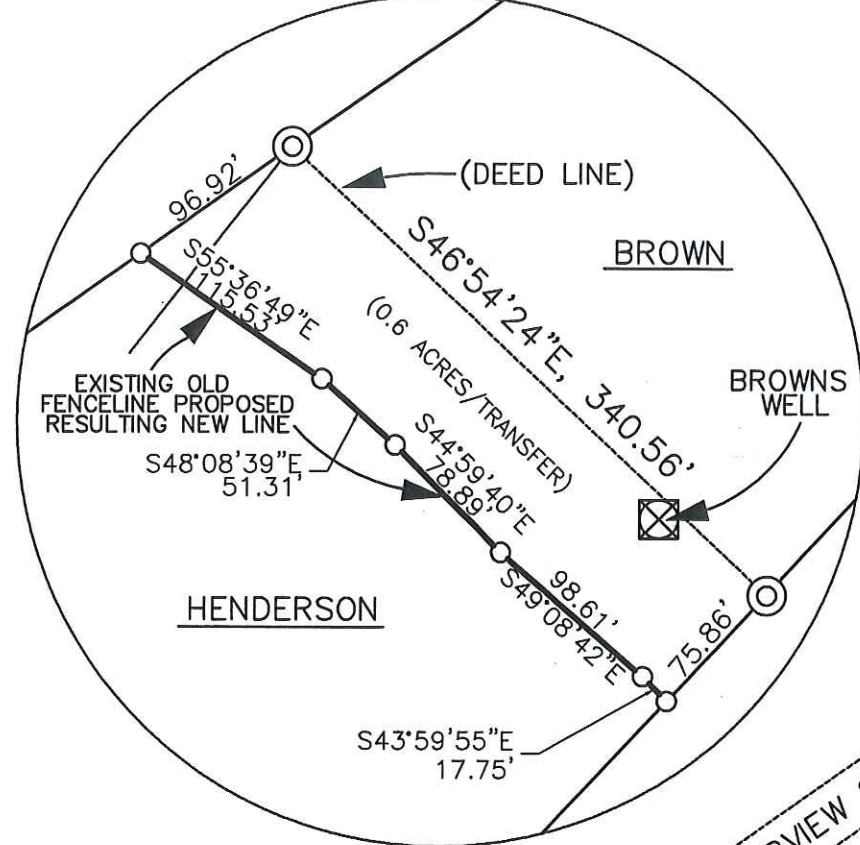
18. Easement Agreement

Recording Date: March 14, 2018  
Recording No.: 2018-02412

AFTER APPROVAL  
PROPOSED PLA

TOWNSHIP 27, RANGE 12, SECTION 24C  
TAX LOTS 1200 & 1202

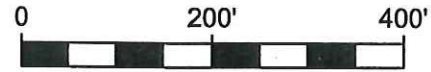
EXHIBIT "A"  
SCALE 1"=100'



OWNERS:  
NONDA & GAIL HENDERSON  
58327 FAIRVIEW RD.  
COQUILLE, OR  
TAX LOT 1200  
ACCT#665900

OWNERS:  
CHAD & SHEI BROWN  
58375 FAIRVIEW RD.  
COQUILLE, OR  
TAX LOT 1202  
ACCT#665907

- LEGEND:
- ⊙ FOUND SURVEY MONUMENT
  - NEW ADJUSTED LINE
  - NEW PROPERTY CORNERS



RENEWS 12/31/20

		705 S. 4TH ST. P.O. BOX 118 COOS BAY, OREGON 97420	PHONE: (541) 267-2872 FAX: (541) 267-0588 www.stuntzner.com
		Engineering - Land Surveying - Forestry - Land Planning - Water Rights	
JOB #: 119-3-129	PREPARED FOR:	SHEI & CHAD BROWN	
DATE: OCT. 7, 2019		58375 FAIRVIEW RD	
DRAWN BY: ARM		COQUILLE, OR 97423	
CHECKED BY: DCM	FILE NAME: calcs.dwg	SHEET 2 OF 2	

BEFORE ADJUSTMENT  
 PROPOSED PLA  
 TOWNSHIP 27, RANGE 12, SECTION 24C  
 TAX LOTS 1200 & 1202

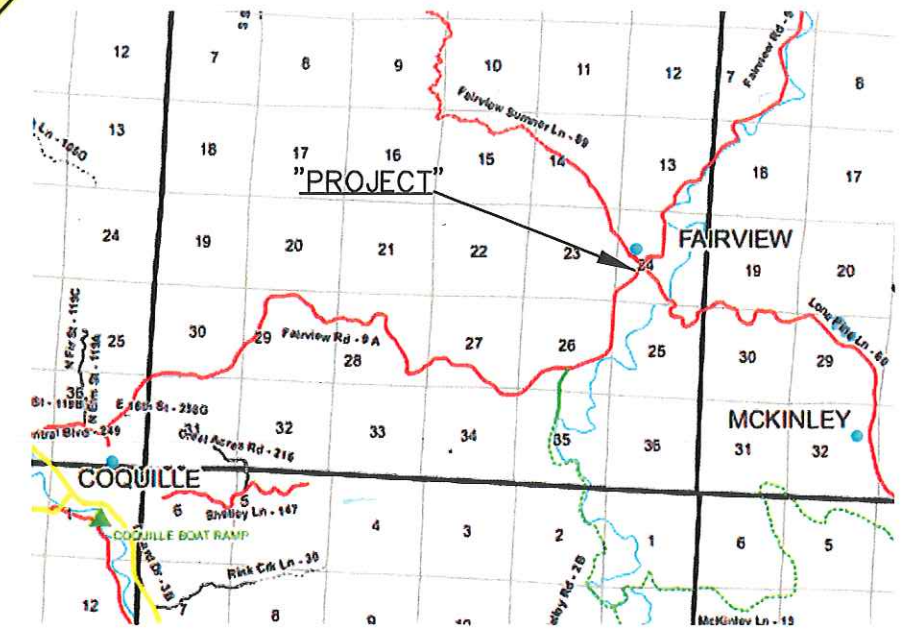
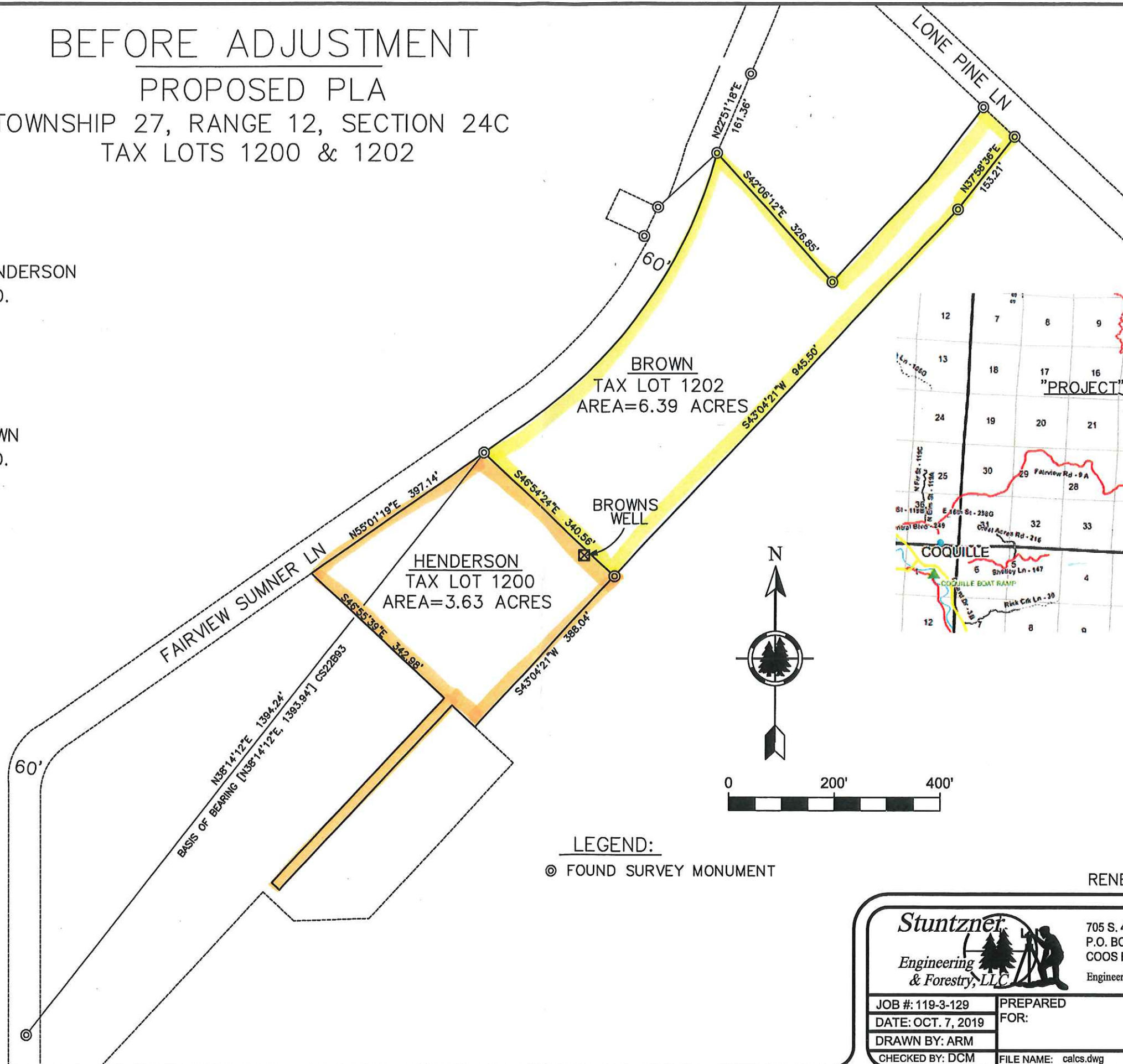
COOS COUNTY SURVEYOR  
 \_\_\_\_\_  
 DATE RECEIVED  
 \_\_\_\_\_  
 DATE ACCEPTED/FILED  
 \_\_\_\_\_  
 COOS COUNTY SURVEYOR

OWNERS:

NONDA & GAIL HENDERSON  
 58327 FAIRVIEW RD.  
 COQUILLE, OR  
 TAX LOT 1200  
 ACCT#665900

OWNERS:

CHAD & SHEI BROWN  
 58375 FAIRVIEW RD.  
 COQUILLE, OR  
 TAX LOT 1202  
 ACCT#665907



LEGEND:  
 ◎ FOUND SURVEY MONUMENT

RENEWS 12/31/20

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