PROPERTY LINE ADJUSTMENT



SUBMIT TO COOS COUNTY PLANNING DEPT. AT 225 N. ADAMS STREET OR MAIL TO: COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL

PLANNING@CO.COOS.OR.US PHONE: 541-396-7770

This application shall be filled out electronically. If you need assistance please contact staff fee is not included the application will not be processed. (If payment is received on line a file number is required prior to submittal) LAND INFORMATION	f.If ti
fee is not included the application will not be processed. (If payment is received on line a file number is required prior to submittal)	f.If tl
(If payment is received on line a file number is required prior to submittal)	
LAND INFORMATION	
A. Land Owner(s) Neil and Carolyn Friedman	
Mailing address: 5291 Cambridge Lane, Carpinteria, CA 93013	
Phone: 805-319-0304 Email: neil@santabarbara-therapy.com	
Township: Range: Section: 1/16 Section: Tax lot:	*
Tax Account Number(s): 1227805 Zone: Select Zone Rural Center	
Acreage Prior to Adjustment: 4.23 Acreage After the Adjusment 5.00	
B. Land Owner(s) Neil and Carolyn Friedman Mailing address: 5291 Cambridge Lane, Carpinteria, CA 93013	
Phone: 805-319-0304 Email: neil@santabarbara-therapy.com	
Township: Range: Section: 1/16 Section:	
29S _14W30	
Tax Account Number(s) 1227807 Zone Rural Center	
Acreage Prior to Adjustment: 4.63 Acreage After the Adjustment 3.86	
C. Surveyor Jerry Estabrook	_ ;
Mailing Address 130 Hilltop Drive Lakeside, OR 97449	
Phone #: 541-294-6915 Email: estabrooksurveying@gmail.com	_

Any property information may be obtained from a tax statement or can be found on the County Assessor's webpage at the following links: Map Information Or Account Information Comments

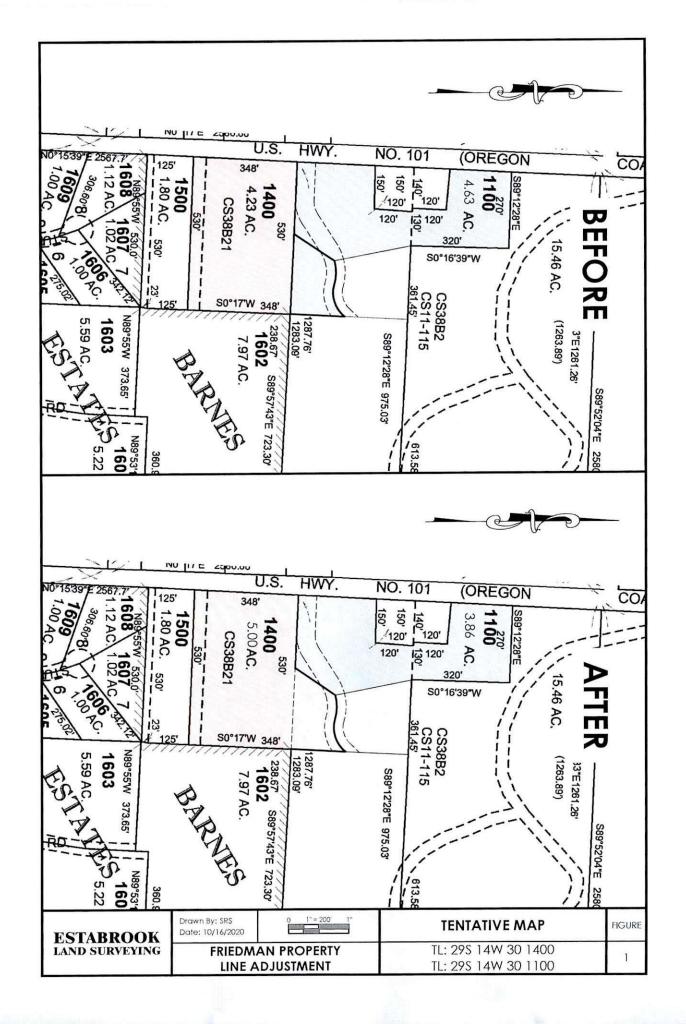
Mike * Jo

	check off that all the required documents have been submitted with the application. Failure to submit ents will result in an incomplete application or denial.	*
V	rpose of the Property Line Adjustment:	
	owner would like to increase the size of TL 1400 to 5 acres so as to allow for the	
	elopment of an RV park.	
W.		
\checkmark	A before and after vicinity map locating the proposed line adjustment or elimination in relocation to adja subdivisions, partitions, other units of land and roadways.	cent
\checkmark	A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and approximate location for the proposed adjustment line. The plot plan needs reflect structures as follows: 1. Within Farm and Forest at least within 30 feet of the property boundaries. 2. Within Rural Residential at least 10 feet of the property boundaries. 3. Within Controlled Development at least within 20 feet of the boundaries. 4. Within Estuary Zones at least within 10 feet of the boundaries. 5. Within Commercial and Industrial within 10 feet of the boundaries.	the
	If there is no development within distance listed above the plan needs to indicate not development within required distance.	the
✓	A current property report (less than 6 months old) indicating any taxes, assessment or liens against the properties assessments, restrictive covenants and rights-of-way, and ownerships of the property. A title report is accepted to easements, covenants and ownership will be accepted for both properties. A notice will be provided to an anolder as part of this process. Please list all Lien Holders names and addresses:	ptable.
	Property 1:	_
	roperty 2:	
\checkmark	Please answer the following:	_
	Will the adjustment create an additional Unit of land? Yes ☐ No ✓	
	Does property 1 currently meet the minimum parcel/lot size ? Yes ✓ No □	
	Does property 2 currently meet the mimimum parcel/lot size? Yes ✓ No □	

Was property one created through a land division?	Yes 🗌	No 🗸
Was property two created through a land division?	Yes 🗸	No 🗆
Are there structures on the property?	Yes 🔽	No 🗌
If there are structures please provide how far they are in feet from the adju	sted bound	dary line:
Is there a sanitation system on the one or both properties, if so, please indic Onsite Septic	cate the ty	pe of system No Public Sewer
Is property one going to result in less than an acre and contain a dwelling?	Yes□	No 🔽
Is property two going to result in less than an acre and contain a dwelling?	Yes 🗌	No 🗸
Is one or both properties zoned Exclusive Farm Use or Forest?	Yes 🗌	No 🗸
Will the property cross zone boundaries? If so, a variance request will be r	equired.	Yes No No
Will the property line adjustment change the access point?	Yes	No 🗸
Acknowledgment Statement: I hereby declare that I am the legal owner of record and Jam authorized to obtain land use approviding the legal owner of record and Jam authorized to obtain land use approvided are true and correct to the belief. I understand that any authorization for land use approval may be revoked as issued based on false statments, misrepresentation or in error. Property Owner Signatures Tank free Land	rovals. T e best of r	The statements ny knowledge and
Section 5.0.150 Application Requirements:		

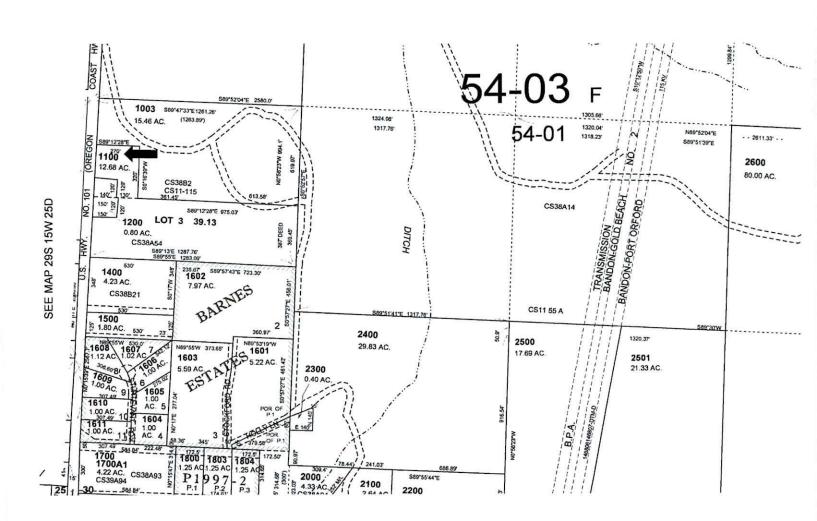
Applications for development (includes land divisions and relocation of property boundary) or land use actions shall be filled on forms prescribed by the County and shall include sufficient information and evidence necessary to demonstrate compliance with the applicable creiteria and standards of this ordiance and be

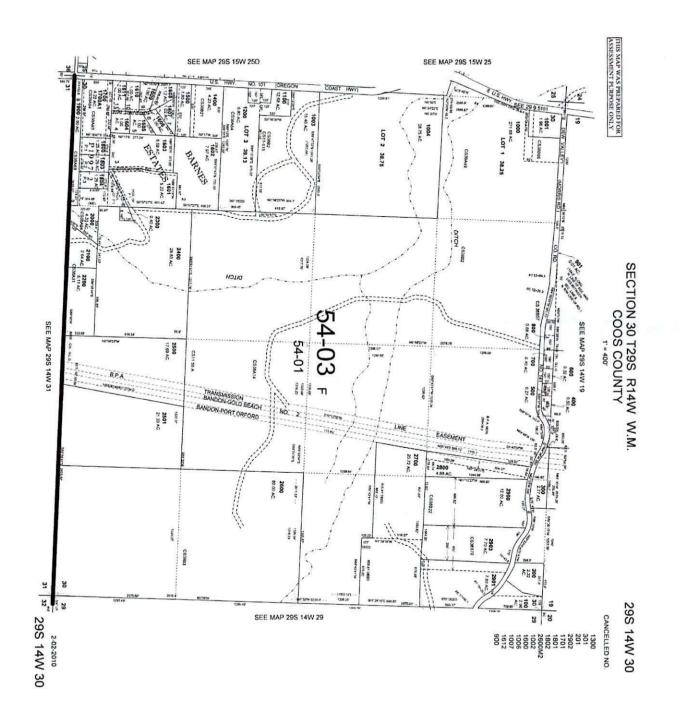
accompanied by the appropriate fee.





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.







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"): Estabrook Land Surveying

130 Hilltop Drive Lakeside, OR 97449

Customer Ref.:

Order No.: 360620033491

Effective Date:

November 13, 2020 at 08:00 AM

Charge:

\$300.00

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:

Neil Friedman and Carolyn Friedman, as tenants by the entirety

Premises. The Property is:

(a) Street Address:

47651 Hwy 101, Bandon, OR 97411

(b) Legal Description:

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

Part Two - Encumbrances

<u>Encumbrances</u>. 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

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

Reserved by:

Frank H. Stulz

Recording Date:

June 24, 1957

Recording No:

Book: 259, Page 30

Easement(s) and rights incidental thereto as reserved in a document;

Reserved by:

Herbert W. Linvall and Thelma N. Lindvall

Recording Date:

June 3, 1960

Recording No:

Book: 278, Page 556

 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.

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

Fiscal Year:

2020-2021

Amount:

\$1,043.38

Levy Code: Account No.: 5403 1227807

Map No.:

29-14-30 TL 1100

End of Reported Information

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

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

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

EXHIBIT "A"

Legal Description

Parcel 3 of Final Partition Plat 2020 #17, Cab C-758, recorded as Microfilm Reel No. 2020-08673, Records of Coos County, Oregon.

Ticor Title Company of Oregon Order No. 360620033491

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.

Ticor Title Company of Oregon Order No. 360620033491

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

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

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

END OF THE LIMITATIONS OF LIABILITY

RECORDING REQUESTED BY:



300 Anderson Ave Coos Bay, OR 97420

AFTER RECORDING RETURN TO:

Order No.: 360620032631-DM Neil Friedman and Carolyn Friedman, husband and wife 5291 Cambridge Ln Carpinteria, CA 93013

SEND TAX STATEMENTS TO:

Neil Friedman and Carolyn Friedman 5291 Cambridge Ln Carpinteria, CA 93013

APN: 1227807

Coos County, Oregon

2020-09175

\$91.00 Pgs=2

=2

09/18/2020 08:48 AM

eRecorded by: TICOR TITLE COOS BAY

Debbie Heller, CCC, Coos County Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Harold Mast, Grantor, conveys and warrants to Neil Friedman and Carolyn Friedman, husband and wife, 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:

Parcel 3 of Final Partition Plat 2020 #17, Cab C-758, recorded as Microfilm Reel No. 2020-08673, Records of Coos County, Oregon.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS TWO HUNDRED FIFTY-FOUR THOUSAND AND NO/100 DOLLARS (\$254,000.00). (See ORS 93.030).

Subject to:

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 2020-2021.

Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.

Easement(s) and rights incidental thereto as reserved in a document;

Reserved by:

Frank H. Stulz June 24, 1957

Recording Date: Recording No:

Book: 259, Page 30

Easement(s)and rights incidental thereto as reserved in a document;

Reserved by:

Herbert W. Linvall and Thelma N. Lindvall

Recording Date:

June 3, 1960

Recording No:

Book: 278, Page 556

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)

NWITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.
ated: 9/17/20
And Mast
tate of Oregon
ounty of Coos
his instrument was acknowledged before me on by Harold Mast.
Lexing Utotapi
otary Public - State of Oregon 1
DENISE ALTHEA MATESKI NOTARY PUBLIC-OREGON COMMISSION NO. 979336 MY COMMISSION EXPIRES SEPTEMBER 18, 2022
ILCS SEPTEMBER 18, 2022

GEORGIANNA VAUGHAN, COUNTY CLERK Notary Public for Oregon, 9 195% VE 3E OF CORDED My Commission expires TUN 2 4 1957 M OF TA seal the day and year last above written. JOITEM. known to me to be the identical individual... described in and who executed the within instrument, and acknowledged to me that $\stackrel{\cap}{\cap} e$ executed the same freely and voluntarily. I have hereunto set my hand and altized my official County of Coos On this day of June 1957, A before me, the undersigned a Wotary Public in and for said County and State, personally appeared the named result in Schutz, a Single man STATE OF OREGON, (SEVT) Frank JA (SEVE) To there and use from the above coverant that he is any unit seized in tee simple of the above heirs and assigns forever.

And the grantor do coverant that he is a lawfully seized in tee simple of the above from the grantor brances, except balance clue on moragrage from meaniest for the countries of the countries and the countries and administrators shall warrant and forever that the coverage of the countries of the countries and administrators shall warrant and forever and that he coverage of the countries of Orentor hereby reserves a right of way for pipeline to run a spring located in the Worrell property on the tooyer aspects on the Morrell property on the South, together with right to use water from said spring. Soi, 90 feet to the Southwest corner of premises described in Josed to George E. Oereding, et uz, recorded in Volume S36. In deed to George E. Oereding, oregon; thence East 150 feet feet feet, more or less, to the Southeast corner of east line thereof L20 feet premises; thence Morth along the Thart 10 feet to the Worthoast corner thereof; thence West 10 feet to the County, or deed in Volume S33, page 15, beed line of said Swaney premises 180 feet to the Worth east or or or or less, to the West line of said Swaney premises ISO feet to the Wortheast corner thereof; thence West along the Worth along the Bast corner thereof; thence West along the Worth line of said Swaney premises ISO feet to the Worth along the Sast corner thereof; thence West along the Worth line S00 feet for the to the Worth along the S00 feet or the the Worth along the S00 feet or the the Worth along the S00 feet or the true point of beginning. Beginning at the Northwest corner of Government Lot 3, (which is beginning at the Northwest corner of Government Lot 3, (which is the HWishy of Section 30, Township 29 South, Range Li w.W. 4., 5000 County, Oregon) From which a 3/4 inch iron pipe bears West to Goos County, Oregon) From which a 1, inch iron pipe bears West to the true point of beginning; thence East, parallel to the West line of said Government Lot 3 & distance of 300 feet to the true point of beginning; thence Last, perallel to the east of the first of said Government Lot 3 at us, recorded in Volume 256, page 552, beed Records, Coomity, Oregon; thence South 320 feet to the South line of said Government Lot 3; thence South sines and Sast line 387 feet to the South Inc or said the Horbin gramises to the East boundary of said Government Lot 3; thence South along said Horbin premises to the East boundary of said Government Lot 3; thence South sine and Sast line 387 feet to said Government Lot 3; then Good Goundy, Oregon; thence South South Nolume 258, page 650, beed Records, the Horbin ged recorded in Volume 258, page 650, beed Records in the Bast to the West Line of Said Mortin Good Goundy, Oregon; thence Morth 89 feet corner of said line extended 1287,75 feet to the Horthwest corner of said line extended 1287,75 feet to the Horthwest corner of said line extended 1287,75 feet to the Horthwest corner of said line extended 1287,75 feet to the West Line of said line extended 1287,75 feet both Research to the Said Mortell premises, Which corner is on the West Line of said line extended 1287,75 feet feet for the Bast along settion line S . M. Man the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Coc. Coc. do CS hereby grant, bargain, sell and convey unto the said grantee S., 1942.2. Peirs and assigns, all tileventi .W madeby but Lindvall and Thelma W. Lindvall, Wile buddby Wile,

- - - OCT\off bins not notification of

UC BAN CCS TOV

KNOW ALL MEN BY THESE PRESENTS, That Frank &, Stultz, a class

angung (

WATER EASEMENT

WHEREAS, Herbert W. Lindvall and Thelma N. Lindvall, husband and wife. grantors, are the owners of the following described real property situate in Coo. County, State of Oregon, described as follows, to-wit:

Beginning at the Northwest corner of Government Lot 3, (which is the NW 1/4 SW 1/4 of Section 36, Township 29 South, Range 14 W. W. M., Coo. County, Oregon) from which a 3/4 inch iron pipe bears West 32 feet; thence South 0° 45' West along the section line 300 feet to the true point of beginning; thence East, parallel to the North line of said Government Lot 3 a distance of 300 feet to the West line of premises described in deed to Johnie M. Melton, et ux, recorded in Volume 256, Page 252, Deed Records, Coo County, Oregon; thence South 326 feet to the Southeast corner of said Melton premises; thence East along the South line of said Melton premises to the East boundary of said Government Lot 3; thence South along said East line 387 feet to a 5/8 inch rod in the North line extended of premises conveyed to Verel C. Morrell. et ux by deed recorded in Volume 252, Page 650, Deed Records, Coos County, Oregon; thence North 89° 13' West along said North line extended 1287, 76 feet to the Northwest corner of said Morrell premises, which corner is on the West line of said Section 30; thence North 0° 45' East along the section line 264. 90 feet to the Southwest corner of premises described in deed to George E. Oerding, et ux, recorded in Velume 136, Page 294, Deed Records, Coos County, Oregon; thence East 150 feet, more or less, to the Southeast corner of said Oerding premises; thence North along the East line thereof 120 feet to the Northeast corner thereof; thence West 10 feet to the Southeast corner of premises described in deed to Alworth H. Swaney, et ux, recorded in Volume 233, Page 316, Deei Records, Coos County, Oregon; thence North along the East line of said Swaney premises 120 feet to the Northeast corner thereof; thence West along the North line thereof 140 feet, more or less, to the West line of said Section Thirty (30); thence North along the section line 200 feet to the true point of beginning.

Grantor hereby reserves a right of way for pipeline to run from a spring located in the Northwesterly portion of the above described premises to the Morrell property on the South, together with right to use water from said spring.

AND WHEREAS, there is a spring located on the above described premises of Grantors and there is in existence at said spring a water pump and a water pipeline extending from said spring to the premises of Grantoes herein, Harvey W. Calame and Eunice L. Calame, husband and wife, the premises of said Grantees situate in Coos County, State of Oregon, and described as follows, to-wit:

Beginning at a point 1235 feet North of the Southwest corner of

Section Thirty (30), Township Twenty-nine (29) South, Range Fourteen (14) West of the Willamette Meridian, Coos County, Oregon; thence East parallel to the North line of said Section Thirty (30) a distance of 560 feet; thence North parallel to the West line of said Section Thirty (30) a distance of 348 feet, more or less, to the South line of a tract of land deeded to Herbert W. Lindvall, et ux, in Deed Book 259, Page 30, Records of Coos County, Oregon; thence West along the South line of said Lindvall tract 560 feet, more or less, to the West line of said Section Thirty (30); thence South along the West line of said Section Thirty (30) a distance of 348 feet, nore or less, to the point of beginning, Coos County, Oregon. Saving and excepting that portion of the above described property lying within public roads.

AND WHEREAS, Grantors aforesaid wish to grant unto Grantees aforesaid the right to take and use water from said spring for domestic purposes on the premases of Grantees and the right to enter on the lands of grantors rescribed hereinbefore and construct, reconstruct, and maintain a water pipeline and to install a water pump and maintain the same for the perpose of conducting water to the lands of Grantees hereinbefore seeds ribed. Now, therefore,

KNOW ALL MEN BY THESE PRESENTS that Herbert W. Lindvall and the lina N. Linfvall, husband and wife, Grantors, do hereby grant, bure and, sell and convey anto Harvey W. Calame and Eunice L. Calame, is always and wife, Grantees, and their heirs and assigns, an easement are, whit there are precise to draw and use from the spring on the premises devicestor, to crosed first hereinabove, water for domestic purposes for a conditional to said Grantees, which premises are the second hereinabove of the premises of Grantees, which premises are the second hereinabove are the premises of the land of Grantors on and along the existing after propline basis, from each apring on Grantors' premises to the said after a prelime basis, from and appring to Grantees' premises.

The conference of Grantees for the purpose of constructing, maintaining, and the said tractor a water pipeline from and spring to Grantees' premises.

The lastfier purpose of installing, maintaining and reinstalling as of repimplat and spring.

it is indicastoo, and a reed that Grantees at their own cost and ex-

va. 278 558

Witness our hands and seals this day of May, 1960.

(SEAL)

STATE OF OREGON,)
County of Coos.

On this Janday of May, 1960, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Herbert W. Lindvall and Thelma N. Lindvall, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

Notary Public for Oregon.

My Commission expires 8-12-63

(SEAL)

GEORGIA NA VALUMAN, COUNTY CLERK

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2020

November 10, 2020 4:14:42 pm

Account #

1227807

Map#

29S14300001100 5403-1227807

Tax Status

ASSESSABLE

Acct Status Subtype

ACTIVE NORMAL

Code - Tax # Legal Descr

See Record

Mailing Name

FRIEDMAN, NEIL & CAROLYN

Agent

In Care Of

Prop Class

RMV Class

Deed Reference # 2020-9175 Sales Date/Price

Appraiser

09-17-2020 / \$254,000.00

Mailing Address 5291 CAMBRIDGE LN

CARPINTERIA, CA 93013-1460

401

SA

NH Unit

MA 401 06 27 RRL 21876-3

Situs	Address(s)	Situs City
ID#	47651 HIGHWAY 101	BANDON

				Value Sumr	mary			
Code Area		RMV	MAV	AV	SAV	MSAV	RMV Exception	
5403	Land	152,130				Land		
	Impr.	69,830				Impr	. 0	
Code A	Area Total	221,960	95,180	95,180	0	0	0	
Gr	and Total	221,960	95,180	95,180	0	0	0	

Code									Plan					Trended
Area	ID#	RFPD Ex	Zone	Value Source	TD%	LS	Size	Land Class	LUC	RMV				
5403	20	\square	RR-5, RC	Market	100	Α	1.00	HS	003	103,760				
5403	10		RR-5, RC	Market	100	Α	3.63	MV	003	48,370				

					Grand Total	4	.63		152,130
Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown	TD%	Total Sq. Ft.	Ex% MS Acct #	Trended RMV
5403	1	1947	131	One story-Class 3		100	1,048		69,830
					Grand Total		1,048		69,830

Code	
Area	Type

Exemptions/Special Assessments/Potential Liability

NOTATION(S):

■ SUBDIVIDED/PARTITION/CH 92 ADDED 2020

9/8/20 Partition w/1.22 ac & 6.18 ac bare land to new TL1101 & 1102. Now 4.63 acres w/ residence. MJS

5403

FIRE PATROL:

■ FIRE PATROL SURCHARGE

■ FIRE PATROL TIMBER

Amount Amount

47.50

18.75 Acres

Year 2020 Year

2020

3.63

Appr Maint:

2020 - PARTITION PLAT - FROM, 2021 - SEGREGATION REVIEW (VALUE CHECK)

STATEMENT OF TAX ACCOUNT

COOS COUNTY TAX COLLECTOR **COOS COUNTY COURTHOUSE COQUILLE, OREGON 97423**

(541) 396-7725

10-Nov-2020

FRIEDMAN, NEIL & CAROLYN 5291 CAMBRIDGE LN CARPINTERIA CA 93013-1460

Tax Account #

1227807

Account Status

A

Roll Type

Situs Address

Real

47651 HIGHWAY 101 BANDON OR 97411

Lender Name IND - MAST, HAROLD, 90984 HWY 42 S, CO

Loan Number

Property ID 5403

Nov 15, 2020 Interest To

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,043.38	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,386.06	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,358.22	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,324.13	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,282.55	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,258.55	Nov 15, 201:
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,256.24	Nov 15, 201-
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$386.72	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$369.99	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$362.59	Nov 15, 201
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$353.68	Nov 15, 201
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$348.47	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$371.97	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$327.30	Nov 15, 200
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$320.70	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$317.58	Nov 15, 200
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$326.01	Nov 15, 200-
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$314.37	Nov 15, 200
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$12,708.51	

TAX NOTATION...

NOTATION CODE

DATE ADDED DESCRIPTION

SPLIT CODE

4-Jun-2014

AFFIDAVIT #20303 - #1227897 COMBINED INTO #1227807 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

COOS COUNTY ASSESSOR REAL PROPERTY ACCOUNT NAMES

11/10/2020 4:16:15 PM

Account #

1227807

Map

29S1430-00-01100

Owner

FRIEDMAN, NEIL & CAROLYN

5291 CAMBRIDGE LN

CARPINTERIA CA 93013-1460

Name

Type

Name

OWNER

FRIEDMAN, NEIL

OWNER FRIEDMAN, CAROLYN

OWNER

HUSBAND & WIFE HUSBAND

FRIEDMAN, NEIL

WIFE

FRIEDMAN, CAROLYN

Ownership

Own Pct

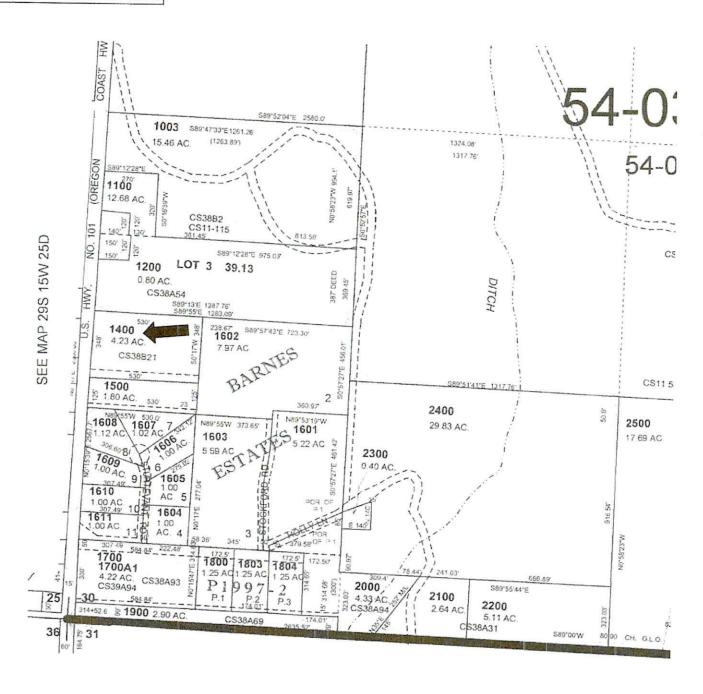
Type

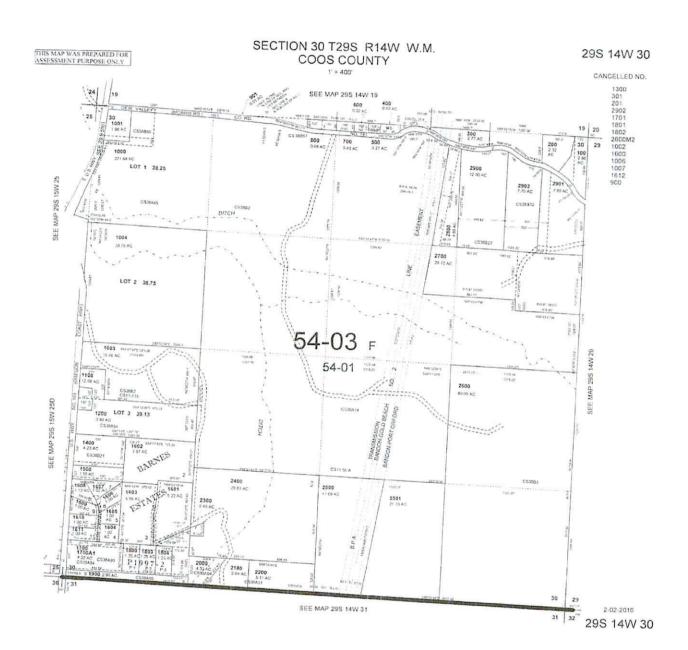
OWNER

OWNER



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.







PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Ticor Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Preliminary Report

Printed: 03.05.20 @ 03:00 PM OR---SPS-1-20-360620029917



1010 1st Street, Ste 215, Bandon, OR 97411 (541)347-5429 FAX (844)636-1379

PRELIMINARY REPORT

ESCROW OFFICER: Katy Downard

Katy.Downard@ticortitle.com

Katy.Downard@ticortitle.com

TITLE OFFICER:

John Beaver

coosbaytitle@ticortitle.com

TO: Ticor Title Company of Oregon 1010 1st Street, Ste 215 Bandon, OR 97411

ESCROW LICENSE NO.: 850600240

OWNER/SELLER: Steven J. Rousculp and Mariko A. Rousculp BUYER/BORROWER: Neil R. Friedman and Carolyn Friedman

PROPERTY ADDRESS: 47611, 47613 and 47615 Highway 101, Bandon, OR 97411

EFFECTIVE DATE: February 27, 2020, 08:00 AM

THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

AMOUNT PREMIUM \$ 330,000.00 \$ 758.00

ORDER NO.: 360620029917

Revision 2 (Amend property

address)

ALTA Owner's Policy 2006
Owner's Standard (Short Term Rate)

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Steven J. Rousculp and Mariko A. Rousculp, as tenants by the entirety

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF BANDON, COUNTY OF COOS, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"Legal Description

Beginning at a point 1235 feet North of the Southwest corner of Section 30, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence East parallel to the North line of said Section 30 a distance of 560 feet; thence North parallel to the West line of Section 30 a distance of 348 feet, more or less, to the South line of a tract of land deeded to Herbert W. Lindvall, et ux, in Deed Book 259, Page 30, Records of Coos County, Oregon; thence West along the South line of said Lindvall tract 560 feet, more or less, to the West line of said Section 30; thence South along the West line of said Section 30 a distance of 348 feet, more or less, to the point of beginning, Coos County, Oregon. Saving and Excepting the portion of the above described property lying within public roads.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

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

SPECIFIC ITEMS AND EXCEPTIONS:

Unpaid Property Taxes are as follows: 6.

Fiscal Year:

2019-2020

Amount:

\$4,500.82, plus interest, if any

Levy Code:

5403 1227805

Account No.: Map No.:

29-14-30 TL1400

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

7. Unpaid Property Taxes are as follows:

Fiscal Year:

2019-2020

Amount:

\$387.00, plus interest, if any

Levy Code:

5403

Account No.:

99919063

29-14-30 TL1400

Map No .:

Personal Property Assessed to Jake & Mariko Rousculp, dba: Woods of the West

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.

8. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, alleys and highways.

Preliminary Report

Printed: 03.05.20 @ 03:01 PM OR-SPS-1-20-360620029917

9. Easement(s) and rights incidental thereto, as granted in a document:

Recording Date:

June 3, 1960

Recording No:

Book 278, Page 556

10. Easement(s) and rights incidental thereto, as granted in a document:

Granted to:

General Telephone Company of the Northwest Inc

Recording Date:

August 13, 1973

Recording No:

73-02-081851

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

Amount:

\$367,500.00

Dated:

March 23, 2015

Trustor/Grantor:

Steven J. Rousculp and Mariko A. Rousculp, as tenants by the entirety

Trustee:

First American Title Company of Oregon

Beneficiary:

Oregon Pacific Bank

Recording Date:

March 27, 2015

Recording No.:

2015-2389

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee:

Matthew M. Lawless, attorney at law

Recording Date:

October 17, 2019

Recording No:

2019-09462

A notice of default under the terms of said trust deed

Executed by:

Matthew M. Lawless

Date and Time of Sale: March 11, 2020 at 11:30 am

Recording Date:

October 17, 2019

Recording No:

2019-9464

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee:

Bradley S. Copeland, attorney at law

Recording Date:

January 2, 2020

Recording No:

2020-00038

A notice of default under the terms of said trust deed

Executed by:

Bradley S. Copeland

Date and Time of Sale: May 20, 2020 at 10:00 am

Recording Date:

January 6, 2020

Recording No:

2020-00071

12. Assignment of Rents and Leases

Assigned to:

Oregon Pacific Bank

Assigned by:

Steven J Rousculp and Mariko A Rousculp, as tenants by the entirety

Recording Date:

March 27, 2015

Recording No:

2015-2390

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

Amount:

\$130,000.00

Dated:

March 27, 2015

Trustor/Grantor:

Steven J. Rousculp and Mariko A. Rousculp, as tenants by the entirety

Trustee: Beneficiary: First American Title Company of Oregon

Recording Date:

Port of Bandon Economic Development Fund March 27, 2015

Recording No.:

2015-2392

14. Assignment of Rents and Leases and Subordination of Lease

Assigned to:

Port of Bandon Economic Development Fund

Assigned by:

Steven J. & Mariko A. Rousculp dba Woods of the West

Recording Date:

March 27, 2015

Recording No:

2015-2404

15. A financing statement as follows:

Debtor:

Steven J Rousculp and Mariko A Rousculp

Secured Party:

Oregon Pacific Bank

Recording Date:

March 27, 2015

Recording No:

2015-2391

16. A financing statement as follows:

Debtor:

Steven J Rousculp and Mariko A. Rousculp Port of Bandon Economic Development Fund

Secured Party: Recording Date:

March 27, 2015

Recording No:

2015-2405

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

Amount:

\$277,500.00

Dated:

March 18, 2015

Trustor/Grantor:

Steven J. Rousculp and Mariko A. Rousculp, as tenants by the entirety

Trustee:

First American Title

Beneficiary:

Thomas L. Olive and Elizabeth B. Olive

Recording Date:

March 27, 2015

Recording No.:

2015-2406

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

Amount:

\$234,672.85

Debtor:

Mariko A. Rousculp and Steven J. Rousculp

Creditor:

Thomas L. Olive, Elizabeth B. Olive

Date entered:

July 19, 2019

County: Court:

Coos Circuit

Case No.:

19CV17704

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

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

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

ADDITIONAL REQUIREMENTS/NOTES:

- A. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- B. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- C. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Neil R. Friedman and Carolyn Friedman

- D. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.
- E. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- F. Note: Effective January 1, 2008, Chapter 864, Oregon Laws 2007 mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please read the Information for Sellers flyer that accompanies this report. Unless the seller completes a form qualify him/her for a lessser amount or an exemption, escrow may be required by law to withhold 4% of the sale price and foward it to the Oregon Department of Revenue.
- G. Recording charge (per document) for a transaction:
 First Page: \$86.00 Each additional page: \$5.00
 eFiling Fee per document: \$5.00

NOTE: A multiple transaction document bears an additional \$5.00 charge for each additional transaction. A document that fails to conform to certain formatting and page one requirements bears an additional \$20.00 charge.

Preliminary Report

Printed: 03.05.20 @ 03:01 PM OR-SPS-1-20-360620029917

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) **EXCLUSIONS FROM COVERAGE**

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

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 (i) the occupancy, use, or enjoyment of the Land;

 - (ii) the character, dimensions or location of any improvement erected on the land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 - or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant:
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure
- of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) **EXCLUSIONS FROM COVERAGE**

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

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to

 - (i) the occupancy, use, or enjoyment of the Land;(ii) the character, dimensions or location of any improvement erected on the land;
 - (iii) the subdivision of land; or (iv) environmental protection;
 - or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters,
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;

- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured
- Claimant had paid value for the Title.

 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in the Covered Risk 9 of this
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

 Any lien for services, labor or material heretofore or hereafter furnished, or for
- contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- NEVER RELY on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party who
 sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use
 phone numbers you have called before or can otherwise verify. Obtain the number of relevant parties to the
 transaction as soon as an escrow account is opened. DO NOT send an email to verify as the email address may
 be incorrect or the email may be intercepted by the fraudster.
- USE COMPLEX EMAIL PASSWORDS that employ a combination of mixed case, numbers, and symbols. Make your
 passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same
 password for other online accounts.
- USE MULTI-FACTOR AUTHENTICATION for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: http://www.fbi.gov Internet Crime Complaint Center: http://www.ic3.gov

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- · information we receive from you or your agent;
- · information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type:
- · domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

<u>Cookies</u>. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who
 agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

<u>For Nevada Residents</u>: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer

大小のことのなるには、日本の一次の日本の日本のできるというというというというというというと Form No. 4366 NW (5-68) 37 EPO 37 73-2-81851 Recorded Plant Records by RIGHT OF WAY EASEMENT 601-285652 THE GRANTORS , ___ Robert & Anne Tuck Rt. 1 Box 701C Bandon, Oregon 97411 one dollar may be authorized by General Telephone Company of the Northwest, Inc., a right of way and easement over, xxxdexx, above, and across the following described County, property, situated in the'__ Coos TO WIT that property situated STATE of in the S.W. 1 of the S.W. 1 of Section 30, Township 29, Range 14, West Willamette Meridian Tax Lot 12278-5 Aerial Cable is to be attached to the existing Power Company poles, No buried cable will be installed & no new poles will be set, This is not a perpetual essement. This essment may be cancelled Tuck (or future owners of said property) by notifying General Telephone Company (in writing) that same is cancelled. If the easement is cancelled, General Telephone Company remove all wires and other equipment within thirty days at no cost to the property owners.

Together with the right to install, inspect, and maintain all of the facilities necessary to provide communication service, power service, and other related services located on No personnel of Gneral Telephone Company shall said right of way and easement, the same of the owners. shall be re-imbursed for any damages done to said property by General Telephone Company. this Grantor (Corporate Seal) Mortgages Original Copy

STATE OF COUNTY OF remembered that on this ___day of before me, the undersigned, a Notary Public, appeared ___ _ to me personally known who being duly sworn did say that he, the said State of Orego 73-2 - 81851-52 a corporation; th County of Coos

I hereby certify that the within instrument was filed for record instrument is the corporate seal of sale corpor signed and sealed in behalf of said corporation FEB 13 9 24 AM '73 and the said acknowledged said instrument to be the free aci IN WITNESS WHEREOF, I have hereunto set m day and year last above in this certificate wr WITNESS my hand and Seal of County affixed. ray F. Scabtree, Coos County Clerk Notary Pi (Notary Seal) My Commi Feef Ope STATE OF COUNTY OF 9th day of NOVEMBER, 1972 Be it remembered that on this ____ before me, the undersigned, a Notary Public, appeared ROBERT and ANNE Tuck to me personally known to be the identical person described in and who executed the within and foregoing instrument Fasting, and acknowledged to me _____ executed the same freely and voluntarily and for THEY the uses and purposes therein expressed. In Witness Whereof, I have hereunto set may hand and Notary Seal the date and year last above herein written. (Notary Seal)

26705

WATER EASEMENT

WHEREAS, Herbert W. Lindvall and Thelma N. Lindvall, husband and wife, grantors, are the owners of the following described real property situate in Coos County, State of Oregon, described as follows, to-wit:

Beginning at the Northwest corner of Government Lot 3, (which is the NW 1/4 SW 1/4 of Section 30, Township 29 South, Range I4 W. W. M., Coos County, Oregon) from which a 3/4 inch iron pipe bears West 32 feet; thence South 0° 45' West along the section line 300 feet to the true point of beginning; thence East, parallel to the North line of said Government Lot 3 a distance of 300 feet to the West line of premises described in deed to Johnie M. Melton, et ux, recorded in Volume 256, Page 252, Deed Records, Coos County, Oregon; thence South 320 feet to the Southeast corner of said Melton premises; thence East along the South line of said Melton premises to the East boundary of said Government Lot 3; thence South along said East line 387 feet to a 5/8 inch rod in the North line extended of premises conveyed to Verel C. Morrell, et ux by deed recorded in Volume 252, Page 650, Deed Records, Coos County, Oregon; thence North 89° 13¹ West along said North line extended 1287.76 feet to the Northwest corner of said Morrell premises, which corner is on the West line of said Section 30; thence North 0° 45' East along the section line 264. 90 feet to the Southwest corner of premises described in deed to George E. Oerding, et ux, recorded in Volume 236, Page 294, Deed Records, Coos County, Oregon; thence East 150 feet, more or less, to the Southeast corner of said Oerding premises; thence North along the East line thereof 120 feet to the Northeast corner thereof; thence West 10 feet to the Southeast corner of premises described in deed to Alworth H. Swaney, et ux, recorded in Volume 233, Page 316, Deed Records, Goos County, Oregon; thence North along the East line of said Swaney premises 120 feet to the Northeast corner thereof; thence West along the North line thereof 140 feet, more or less, to the West line of said Section Thirty (30); thence North along the section line 200 feet to the true point of beginning.

Grantor hereby reserves a right of way for pipeline to run from a spring located in the Northwesterly portion of the above described premises to the Morrell property on the South, together with right to use water from said spring.

AND WHEREAS, there is a spring located on the above described premises of Grantors and there is in existence at said spring a water pump and a water pipeline extending from said spring to the premises of Grantees herein, Harvey W. Calame and Eunice L. Calame, husband and wife, the premises of said Grantees situate in Coos County, State of Oregon, and described as follows, to-wit:

Beginning at a point 1235 feet North of the Southwest corner of

Section Thirty (30), Township Twenty-nine (29) South, Range Fourteen (14) West of the Willamette Meridian, Goos County, Oregon; thence East parallel to the North line of said Section Thirty (30) a distance of 560 feet; thence North parallel to the West line of said Section Thirty (30) a distance of 348 feet, more or less, to the South line of a tract of land deeded to Herbert W. Lindvall, et ux, in Deed Book 259, Page 30, Records of Coos County, Oregon; thence West along the South line of said Lindvall tract 560 feet, more or less, to the West line of said Section Thirty (30); thence South along the West line of said Section Thirty (30) a distance of 348 feet, more or less, to the point of beginning, Coos County, Oregon. Saving and excepting that portion of the above described property lying within public roads.

AND WHEREAS, Grantors aforesaid wish to grant unto Grantees aforesaid the right to take and use water from said spring for domestic purposes on the premises of Grantees and the right to enter on the lands of Grantors described hereinbefore and construct, reconstruct, and maintain a water pipeline and to install a water pump and maintain the same for the purpose of conducting water to the lands of Grantees hereinbefore described, now, therefore,

KNOW ALL MEN BY THESE PRESENTS that Herbert W. Lindvall and Thelma N. Lindvall, husband and wife, Grantors, do hereby grant, bargain, sell and convey unto Harvey W. Calame and Eunice L. Calame, husband and wife, Grantees, and their heirs and assigns, an easement and right, use and privilege to draw and use from the spring on the premises of Grantors described first hereinabove, water for domestic purposes for use on the premises of Grantees, which premises are the second hereinabove described, with the right to said Grantees, their heirs and assigns, of ingress and egress over and on the land of Grantors on and along the existing water pipeline leading from said spring on Grantors' premises to the said premises of Grantees for the purpose of constructing, maintaining, and reconstructing a water pipeline from said spring to Grantees' premises and for the further purpose of installing, maintaining and reinstalling a water pump at said spring.

It is understood and agreed that Grantees at their own cost and expense shall provide such construction, maintenance, reconstruction, and installation, and Grantors have no obligation whatsoever for the same.

Witness our hands and seals this 22 day of May, 1960.

Herbert W. andrell (SEAL)

Thelmin Linduell (SEAL)

STATE OF OREGON, County of Coos.

On this 221d day of May, 1960, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Herbert W. Lindvall and Thelma N. Lindvall, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

Nellie V. Anderson

Notary Public for Oregon.

My Commission expires 8-12-60

GEORGIANNA VAUGHAN, COUNTY CLERK

