



# NOTICE OF LAND USE DECISION

Coos County Planning  
60 E. Second St.  
Coquille, OR 97423  
<http://www.co.coos.or.us/>  
Phone: 541-396-7770

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: **Tuesday, March 23, 2021**

File No: PLA-21-001

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

Applicant(s): Neil & Carol Friedman  
5291 Cambridge Lane  
Carpinteria, CA 93013

Surveyor(s): Jerry Estabrook  
130 Hilltop Drive  
Lakeside, OR 97449

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 **Monday, April 05, 2021**. Appeals are based on the applicable land use criteria. 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	1227807	1227805
Map Numbers	29S143000-01100	29S143000-01400
Property Owners	FRIEDMAN, NEIL & CAROLYN 5291 CAMBRIDGE LN CARPINTERIA, CA 93013-1460	FRIEDMAN, NEIL R & CAROLYN 5291 CAMBRIDGE LN CARPINTERIA, CA 93013-1460
Situs Addresses	47651 HIGHWAY 101 BANDON, OR 97411	47611 HIGHWAY 101 BANDON, OR 47613 HIGHWAY 101 BANDON, OR 47615 HIGHWAY 101 BANDON, OR
Acreages	4.63 Acres	4.23 Acres
Zonings	RURAL CENTER (RC)	RURAL CENTER (RC)

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This notice shall be posted from March 23, 2021 to April 5, 2021

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 may be found at the following link: <https://www.co.coos.or.us/planning/page/applications-2021> 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; however, an appointment is required to be setup for viewing purposes. 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: Tuesday, March 23, 2021 .

**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: Adjustment Map

The following exhibits are on file at the Coos County Planning Department and may be accessed by contacting the department. All noticeable decisions are posted on the website for viewing when possible.

Exhibit D: PLA-21-001 Staff Report -**Findings of Fact and Conclusions**

Exhibit E: Comments Received

Exhibit F: 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. Tax lot 1400 has some development that is not listed within the assessment information. Staff has asked the applicant/surveyor for more clarification on the size, year sited, etc for the development on the parcel. If it is found that development was sited without planning approval after the fact permits must be submitted before staff will sign off on the property line adjustment map.

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**



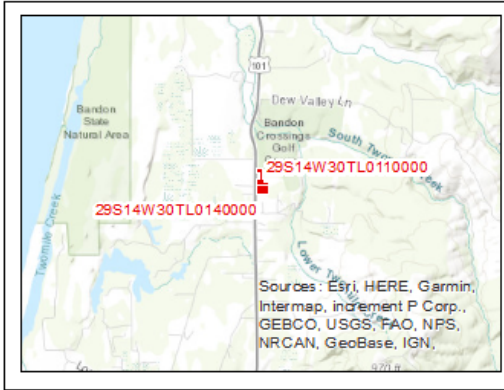
**COOS COUNTY PLANNING DEPARTMENT**

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



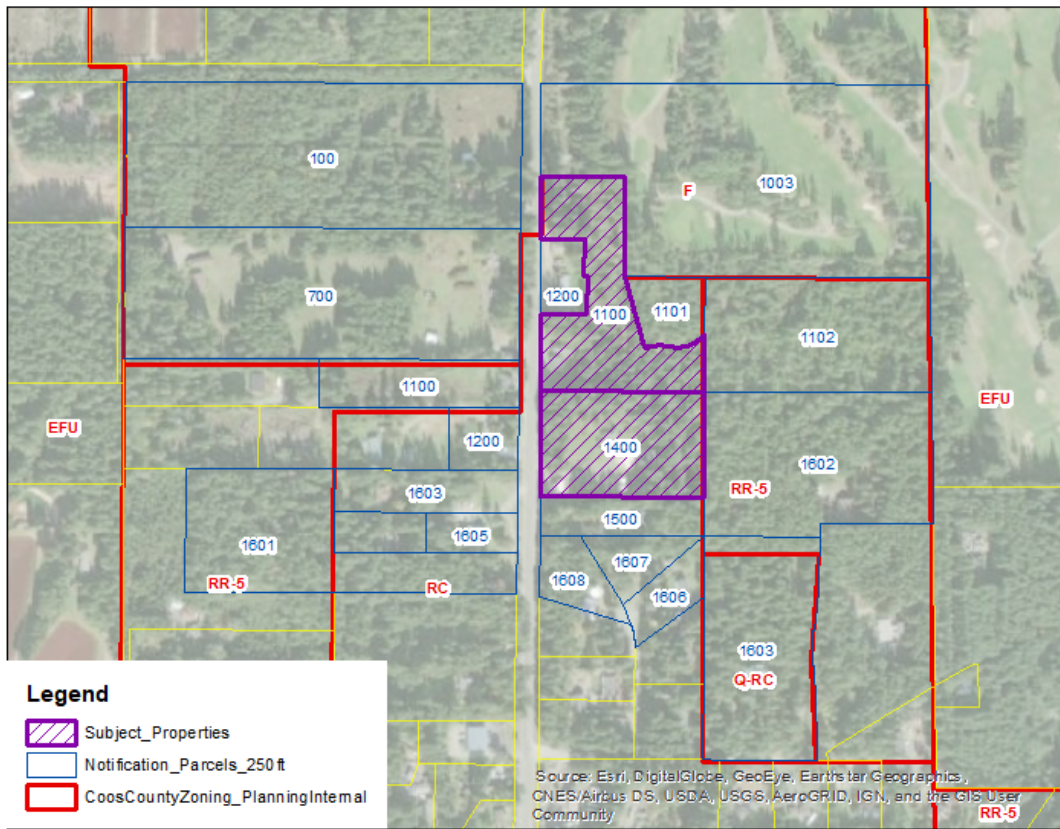
File: PLA-21-001

Applicant/  
Owner: Neil & Carolyn Friedman

Date: March 10, 2021

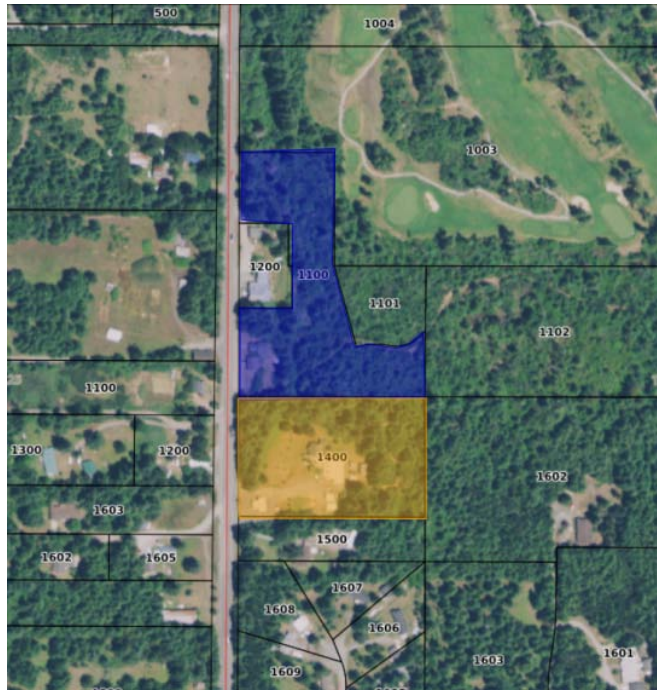
Location: Township 29S Range 14W  
Section 30 TL 100 & 1400

Proposal: Property Line Adjustment





**EXHIBIT "C"**  
**ADJUSTMENT MAP**  
**Before:**



**After:**



**EXHIBIT “D”  
STAFF REPORT  
FINDINGS OF FACT AND CONCLUSIONS**

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**I. COMPLIANCE /BACKGROUND/PROPERTY HISTORY:**

**A. Proposal:** The proposal is a request for Planning Director Approval of property Line Adjustment between two lawful created units of land. The applicants have explained that they would like to site a Recreational Vehicle Park on tax lot 1400 and the minimum acres to meet within the criteria is five (5) acres.

**B. BACKGROUND INFORMATION:**

Tax lot 1100 was created through a 2019 land division, parcel 3 of P-19-004.

Tax lot 1400 has a Single Family Dwelling and Retail Store listed within the improvements. Staff has asked the applicant/surveyor for further information regarding the development on the parcel. There may be further applications required (if development was unpermitted) before staff can sign off on the property line adjustment map.

**C. COMPLIANCE PURSUANT TO SECTION 1.1.300:** It shall be unlawful for any person, firm, or corporation to cause, develop, permit, erect, construct, alter or use any building, structure or parcel of land contrary to the provisions of the district in which it is located. No permit for construction or alteration of any structure shall be issued unless the plans, specifications, and intended use of any structure or land conform in all respects with the provisions of this Ordinance, unless approval has been granted by the Hearings Body.

Staff has reviewed the property history and county files to determine that at this time tax lot 1100 is in compliance. Tax lot 1400 has some development that is not listed within the assessment information. Staff has asked the applicant/surveyor for more clarification on the size, year sited, etc for the development on the parcel. If it is found that development was sited without planning approval after the fact permits must be submitted before staff will sign off on the property line adjustment map.

**I. BASIC FINDINGS:**

**A. LOCATION:** These units of land are located south of the City of Bandon. The properties are accessed via Highway 101 which is a State Highway.

**B. ZONING:** Both parcels are zoned Rural Center (RC).

**ARTICLE 4.2 – ZONING PURPOSE AND INTENT**

*Section 4.2.200 Mixed Commercial- Residential*

*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.*

**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 required to be addressed.

**D. SITE DESCRIPTION AND SURROUNDING USES:**

Tax lot 1100 currently consists of 4.63 acres, and tax lot 1400 consists of 4.23 acres. Both parcels are zoned Rural Center and are surrounded by Rural Center and Rural Residential-5 (RR-5). The parcels surrounding are being used for Residential.

**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:** Tax lot 805 was lawfully created pursuant to 6.1.125.1.e by a deed prior to any Zoning and Land Development Ordinances (deed document number 83-37665). Tax lot 1100 was lawfully created pursuant to 6.1.125.1.c, by Partition that was approved by Planning (P-19-04).

**II. STAFF FINDINGS AND CONCLUSIONS:**

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

The proposal is for Planning Director Approval of a 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 was received on January 11, 2021 and deemed complete February 10, 2021. A Vicinity Map showing the adjustment was submitted. A property report was provided, for both parcels. The property report is not current (within the last six (6) months) for tax lot 1400. Staff researched the liens listed against the property within the staff report and found that all liens have been satisfied. Neither tax lot currently has a lien.

**Therefore, all criteria have been satisfied.**

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:** The zoning within this adjustment is Rural Center (RC) and the minimum lot size is one (1) acre. In order for a parcel to be considered conforming it would need to meet the minimum lot size of one (1) acre. Both tax lots are above the minimum lot size, which means they are conforming parcels. After the adjustment both parcels will remain above the minimum lot size, which means they will remain conforming. Tax lot 1100 will retain 3.86 acres and tax lot 1400 will retain 5 acres.

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:** This adjustment will not create an encroachment. Therefore, this request complies with this criterion under this section.

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 parcel will be less than an acre. Therefore, this request complies with the criteria under this section.

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 parcels are both like zoned; 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 effect on existing easements. Therefore, this criterion has been met.**

**III. 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.

**IV. 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.

**V. NOTICE REQUIREMENTS:**

A notice of decision will be provided to property owners within 250 feet of the subject properties and the following agencies, special district or parties: Southern Coos Health District and Bandon Rural Fire Protection District.

A Notice of Decision and Staff Report will be provided to the following: Applicants/Owners, Department of Land Conservation and Development, Planning Commission, and Board of Commissioners.

**EXHIBIT "F"**  
**COMMENTS RECEIVED**



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

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

January 29, 2021

PLA-21-001  
Neil and Carolyn Friedman  
29-14- 30, TL 1100 & 1400

Crystal,

I have no objections to this proposed Property Line Adjustment. After looking at the Assessor's Map submitted by Jorene, it appears that the "Before" and "After" exhibits are somewhat misleading. The new line will need to be surveyed and monumented. I would think that the easement would also need to be addressed. It would probably be a good idea to submit the final map for review prior to submitting the mylar.  
I have no further comments at this time.

Very truly yours

Michael L. Dado

RE: PLA-21-001 Friedman

Jorene J. Smith

You replied on 1/26/2021 1:01 PM.

Sent: Tue 1/26/2021 12:15 PM

To: Michelle Berglund; Mike Dado

Cc: Planning Department

Message | 29S14W30.pdf (1 MB)

1. There seems to be some confusion on the application as to the Tax Lot #'s, it should be 1100 & 1400. The maps attached to the application are not current. I have attached the current map.
2. The taxes will need to be paid in full.
3. The Grantor/Grantee names on the PLA Deed will need to match the deeds whereby they acquired title exactly.

Those are my only comments at this time ☺

Thank you,

Jorene Smith

Jorene Smith

Cadastral Cartographer

Coos County Assessors Office

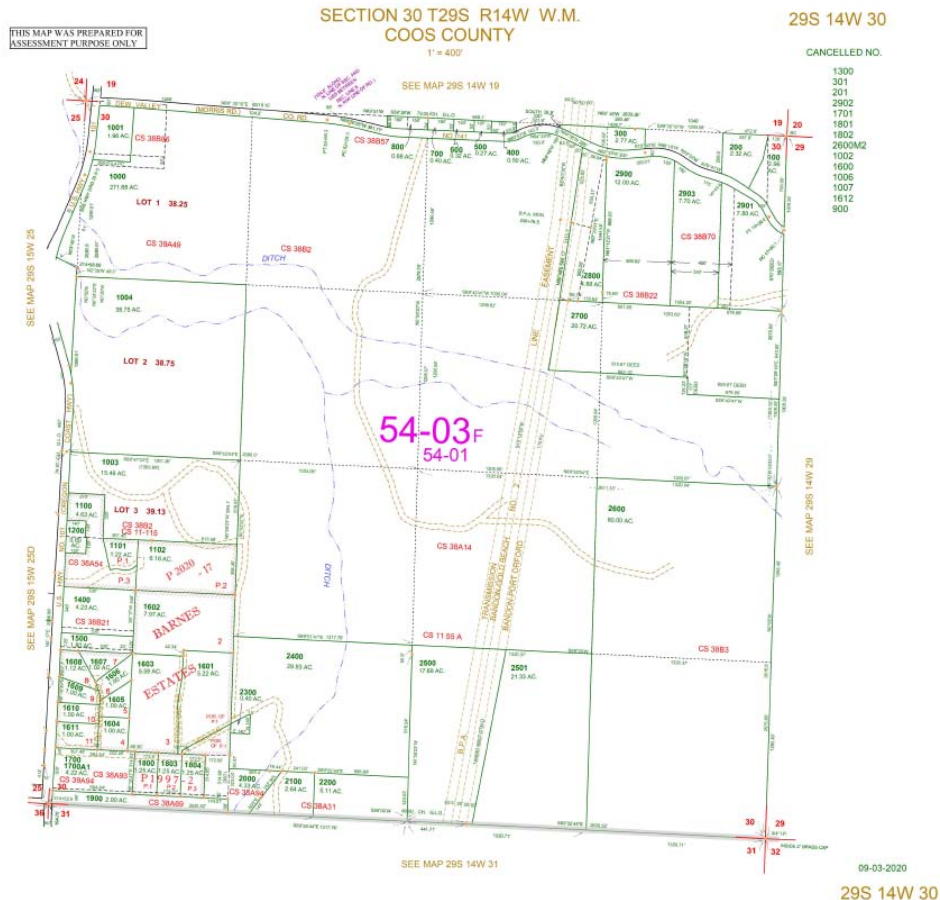
Phone: (541)396-7908

Fax: (541)396-1027

Email: [jsmith@co.coos.or.us](mailto:jsmith@co.coos.or.us)

<http://www.co.coos.or.us/Departments/Assessors.aspx>

Not Legal Advice: I am not an attorney and I am not permitted to give legal advice. Nothing in this communication is intended to provide legal advice and you should not interpret the contents as such.



# EXHIBIT "G" APPLICATION



**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](mailto:PLANNING@CO.COOS.OR.US) PHONE: 541-396-7770

FILE NUMBER: PLA-21-001

Date Received: 11/11/21 Receipt # 220972 Received by: JMB

This application shall be filled out electronically. If you need assistance please contact staff. If the 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

**A. Land Owner(s)** Neil and Carolyn Friedman  
 Mailing address: 5291 Cambridge Lane, Carpinteria, CA 93013  
 Phone: 805-319-0304 Email: ncil@santabarbara-therapy.com

Township: 29S Range: 14W Section: 30 ~~1/4~~ Section: 1/16 Section: Tax lot: 11000 1101 + 1400  
 Tax Account Number(s): 1227805 Zone: Select Zone Rural Center  
 Acreage Prior to Adjustment: 4.23 Acreage After the Adjustment 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: 29S Range: 14W Section: 30 ~~1/4~~ Section: 1/16 Section: Tax lot: 11000 1101 + 1400  
 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

Please check off that all the required documents have been submitted with the application. Failure to submit documents will result in an incomplete application or denial.

**Purpose of the Property Line Adjustment:**

The owner would like to increase the size of TL 1400 to 5 acres so as to allow for the development of an RV park.

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- A before and after vicinity map locating the proposed line adjustment or elimination in relocation to adjacent subdivisions, partitions, other units of land and roadways.
- 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 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.

If there is no development within distance listed above the plan needs to indicate not development within the required distance.

- A current property report (less than 6 months old) indicating any taxes, assessment or liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property. A title report is acceptable. ***This shall be for both properties.*** At the minimum a deed showing the current lien holders, reference to easements, covenants and ownership will be accepted for both properties. A notice will be provided to any lien holder as part of this process.

Please list all Lien Holders names and addresses:

Property 1: \_\_\_\_\_  
\_\_\_\_\_  
Property 2: \_\_\_\_\_  
\_\_\_\_\_

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 minimum 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 adjusted boundary line:  
150
- Is there a sanitation system on the one or both properties, if so, please indicate the type of system  
 Yes  No   
 Onsite Septic System  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 required. Yes  No
- Will the property line adjustment change the access point? Yes  No

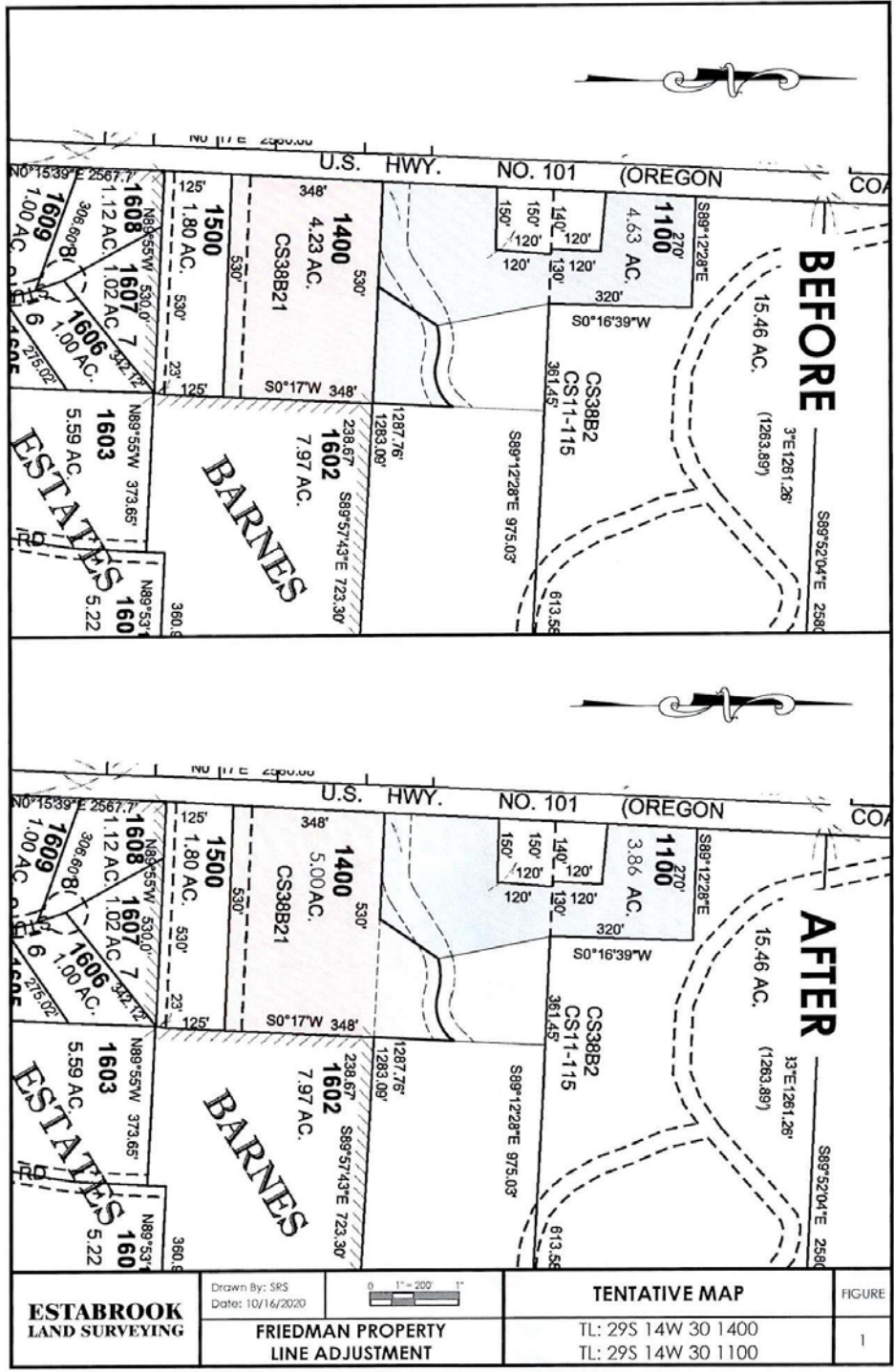
**Acknowledgment Statement:** I hereby declare that I am the legal owner of record or an agent having consent of the legal owner of record and I am authorized to obtain land use approvals. The statements within this form and submittal information provided are true and correct to the best of my knowledge and belief. I understand that any authorization for land use approval may be revoked if it is determined that it was issued based on false statements, misrepresentation or in error.

**Property Owner Signatures**

*Neil Friedman*  
 \_\_\_\_\_  
*Candyn Friedman*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**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 criteria and standards of this ordinance and be accompanied by the appropriate fee.

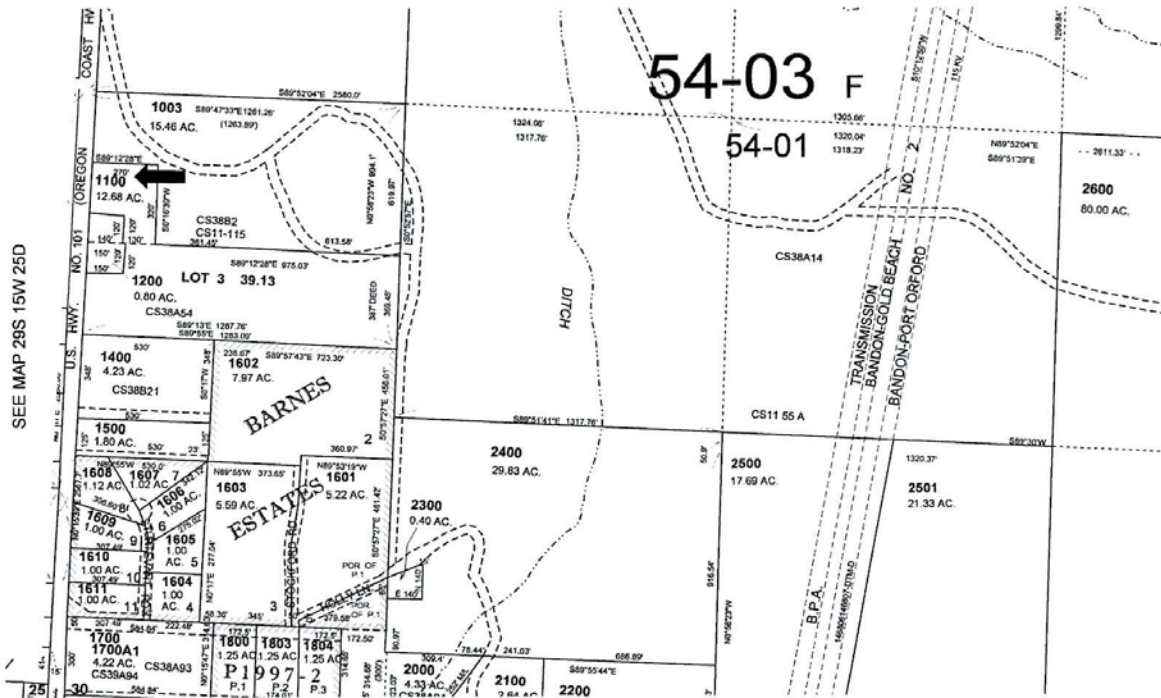


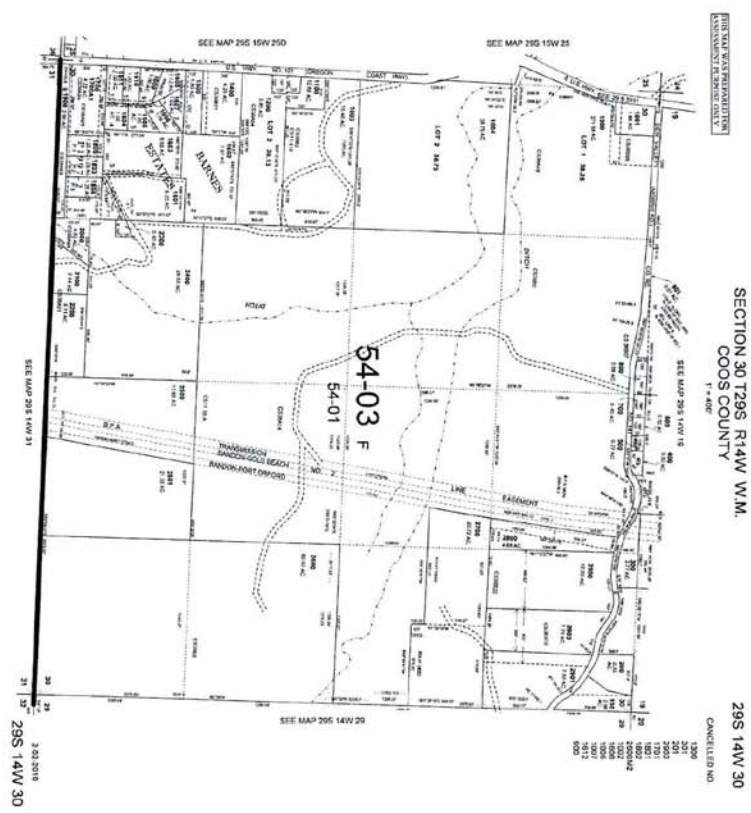


TICOR TITLE™



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.





Ticor Title Company of Oregon  
Order No. 360620033491



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

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances  
(Ver. 20161024)



**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. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
2. 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
3. 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
4. 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: 5403  
Account No.: 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.

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances  
(Ver. 20161024)

**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. 380620033491

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 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  
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

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: 9/17/20

[Signature]  
Harold Mast

State of Oregon  
County of Coos

This instrument was acknowledged before me on 9/17/2020 by Harold Mast.

[Signature]  
Notary Public - State of Oregon

My Commission Expires: 9/18/2022





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 14 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 251, 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 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 133, Page 416, Deed 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 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, 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, 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 Ingrid N. Lindvall, husband and wife, Grantors, do hereby grant, bargain, sell and convey unto Harvey W. Calame and Eunice L. Calame, his wife, Grantees, and their heirs and assigns, an easement and right 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 Grantee's premises for the further purpose of installing, maintaining and reinstalling a water pump at said spring.

It is covenanted and agreed that Grantees at their own cost and expense shall provide such construction, maintenance, reconstruction, and

WATER EASEMENT

installation, and Grantors have no obligation whatsoever for the same.

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

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

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

STATE OF OREGON, )  
                          ) ss.  
County of Coos. )

On this 22nd 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 U. Anderson  
Notary Public for Oregon,  
My Commission expires 8-12-60

RECORDED JUN 3 1960  
GEORGIANA VAUGHAN, COUNTY CLERK

- 3 - WATER EASEMENT (end)

4-14744



**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  
 Code - Tax # 5403-1227807

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Legal Descr See Record

Mailing Name FRIEDMAN, NEIL & CAROLYN

Deed Reference # 2020-9175

Agent

Sales Date/Price 09-17-2020 / \$254,000.00

In Care Of

Appraiser

Mailing Address 5291 CAMBRIDGE LN  
 CARPINTERIA, CA 93013-1480

Prop Class 401 MA SA NH Unit  
 RMV Class 401 06 27 RRL 21876-3

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

Code Area	RMV	MAV	Value Summary AV	SAV	MSAV	RMV Exception	CPR %
5403 Land Impr.	152,130 69,830					Land Impr.	0 0
<b>Code Area Total</b>	<b>221,960</b>	<b>95,180</b>	<b>95,180</b>	<b>0</b>	<b>0</b>		<b>0</b>
<b>Grand Total</b>	<b>221,960</b>	<b>95,180</b>	<b>95,180</b>	<b>0</b>	<b>0</b>		<b>0</b>

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown TD% LS		Size	Land Class	LUC	Trended RMV
5403	20		<input checked="" type="checkbox"/>	RR-5, RC	Market	100	A	1.00	HS	003	103,760
5403	10		<input checked="" type="checkbox"/>	RR-5, RC	Market	100	A	3.63	MV	003	48,370
<b>Grand Total</b>											<b>152,130</b>

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown		Total Sq. Ft.	Ex% MS Acct #	Trended RMV
5403	1	1947	131	One story-Class 3		100	1,048		69,830
<b>Grand Total</b>									<b>69,830</b>

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:																							
<table border="0"> <tr> <td>■ FIRE PATROL SURCHARGE</td> <td>Amount</td> <td>47.50</td> <td>Year</td> <td>2020</td> </tr> <tr> <td>■ FIRE PATROL TIMBER</td> <td>Amount</td> <td>18.75</td> <td>Acres</td> <td>3.63</td> <td>Year</td> <td>2020</td> </tr> </table>												■ FIRE PATROL SURCHARGE	Amount	47.50	Year	2020	■ FIRE PATROL TIMBER	Amount	18.75	Acres	3.63	Year	2020
■ FIRE PATROL SURCHARGE	Amount	47.50	Year	2020																			
■ FIRE PATROL TIMBER	Amount	18.75	Acres	3.63	Year	2020																	

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	Lender Name	IND - MAST, HAROLD, 90984 HWY 42 S, CO
Account Status	A	Loan Number	
Roll Type	Real	Property ID	5403
Situs Address	47651 HIGHWAY 101 BANDON OR 97411	Interest To	Nov 15, 2020

**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	\$1,258.35	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,256.24	Nov 15, 2014
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, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$353.68	Nov 15, 2010
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, 2007
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, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$326.01	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$314.37	Nov 15, 2003
<b>Total</b>		\$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

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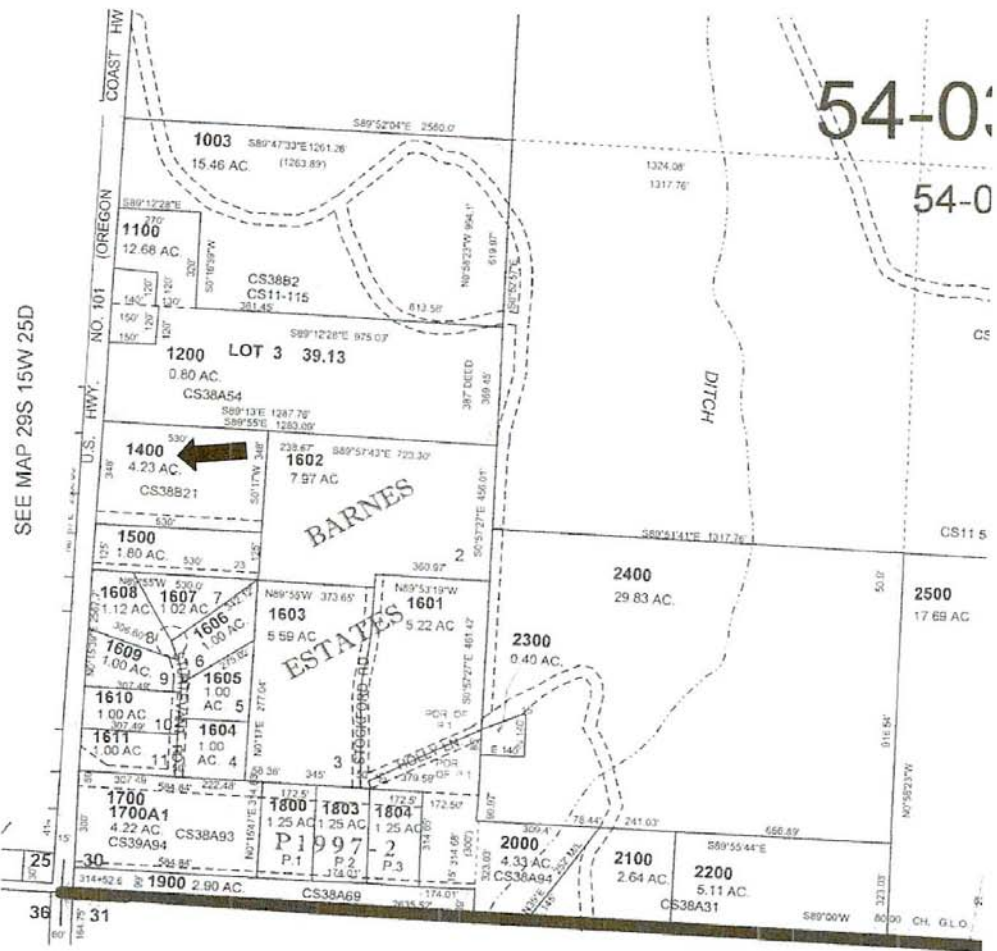
<b>Name Type</b>	<b>Name</b>	<b>Ownership Type</b>	<b>Own Pct</b>
OWNER	FRIEDMAN, NEIL	OWNER	
OWNER	FRIEDMAN, CAROLYN	OWNER	
OWNER			
HUSBAND & WIFE			
HUSBAND	FRIEDMAN, NEIL		
WIFE	FRIEDMAN, CAROLYN		



N



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.



54-0:  
54-0

CS 2/1/20

THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

SECTION 30 T29S R14W W.M.  
COOS COUNTY

29S 14W 30

1" = 400'

CANCELLED NO.

- 1300
- 301
- 201
- 2302
- 1201
- 1801
- 1802
- 2000M2
- 1602
- 1600
- 1006
- 1007
- 1612
- 900



SEE MAP 29S 15W 25

SEE MAP 29S 15W 20

SEE MAP 29S 14W 20

SEE MAP 29S 14W 31

2-02-2010  
29S 14W 30

CA 2/7/20



## 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*

A handwritten signature in black ink, appearing to be 'J. M. W.', written over a horizontal line.



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

**ORDER NO.:** 360620029917  
**Revision 2** (Amend property address)

**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

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

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2006	\$ 330,000.00	\$ 758.00
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:**

6. Unpaid Property Taxes are as follows:

Fiscal Year: 2019-2020  
Amount: \$4,500.82, plus interest, if any  
Levy Code: 5403  
Account No.: 1227805  
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  
Map No.: 29-14-30 TL1400  
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.

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: First American Title Company of Oregon  
Beneficiary: Port of Bandon Economic Development Fund  
Recording Date: 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  
Secured Party: Port of Bandon Economic Development Fund  
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: Coos  
Court: Circuit  
Case No.: 19CV17704
19. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

20. 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.



## 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 reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
    - the occupancy, use, or enjoyment of the Land;
    - the character, dimensions or location of any improvement erected on the land;
    - the subdivision of land; or
    - 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.
- 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
    - created, suffered, assumed or agreed to by the Insured Claimant;
    - 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.

- resulting in no loss or damage to the Insured Claimant;
  - 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
  - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 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.
  - 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 fraudulent conveyance or fraudulent transfer, or
    - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
  - 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:

- 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.
- 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:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
    - the occupancy, use, or enjoyment of the Land;
    - the character, dimensions or location of any improvement erected on the land;
    - the subdivision of land; or
    - 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.
- 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
    - created, suffered, assumed or agreed to by the Insured Claimant;

- 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;
  - resulting in no loss or damage to the Insured Claimant;
  - 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
  - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 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 fraudulent conveyance or fraudulent transfer, or
    - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
  - 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:

- 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.
- 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.





Inquire before you wire!

## 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>

Wire Fraud Alert  
Original Effective Date: 5/11/2017  
Current Version Date: 5/11/2017

360620029917-KD - WIRE0016 (DSI Rev. 12/07/17)

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**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**

**Cookies.** 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.

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

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** 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.



**For California Residents:** 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.

**For Nevada Residents:** 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.

**For Oregon Residents:** 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.

**For Vermont Residents:** 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**

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**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](mailto: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

Form No. 4366 MW  
(5-68)

EPO 37

601-285652

73-2-81851

Recorded \_\_\_\_\_  
Plant Records by \_\_\_\_\_

RIGHT OF WAY EASEMENT

THE GRANTORS, Robert & Anne Tuck

Rt. 1 Box 701C Bandon, Oregon 97411

one dollar

For a valuable consideration/conveys and warrants to General Telephone Company of the Northwest, Inc. a corporation, and to \_\_\_\_\_ a corporation, and their successors or assigns, and licensees and other persons as may be authorized by General Telephone Company of the Northwest, Inc., a \_\_\_\_\_ right of way and easement over, ~~under~~, above, and across the following described property, situated in the \_\_\_\_\_ Cook County,

STATE of Oregon TO WIT that property situated

In the S.W. 1/4 of the S.W. 1/4 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 easement. This easement may be cancelled

by Robert & Anne 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

shall 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

said right of way and easement, No personnel of General Telephone Company shall

enter this property without first obtaining permission of the owners.

Witness hand this day of \_\_\_\_\_, 19\_\_\_\_.

Grantor [Signature]

Grantor [Signature]

Grantor \_\_\_\_\_

Mortgagee \_\_\_\_\_

By \_\_\_\_\_

(Corporate Seal)

Original Copy



73-2-81852

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
before me, the undersigned, a Notary Public, appeared \_\_\_\_\_ and  
\_\_\_\_\_ to me personally known, who being duly sworn did say  
that he, the said \_\_\_\_\_

\_\_\_\_\_, a corporation, the  
Instrument is the corporate seal of said corpora  
signed and sealed in behalf of said corporation  
and the said \_\_\_\_\_

acknowledged said instrument to be the free ac

IN WITNESS WHEREOF, I have hereunto set my  
day and year last above in this certificate w

(Notary Seal)

Notary P  
My Commi

State of Oregon 73-2-81851-52  
County of Coos  
I hereby certify that the within instrument  
was filed for record

FEB 13 9 24 AM '73

and recorded in Book of Records \_\_\_\_\_  
Microfilm Reel No. \_\_\_\_\_  
73-2-81851-52  
of said County.  
WITNESS my hand and Seal of County  
office.  
Fay F. Grubbs, Coos County Clerk  
By A. Johnson Deputy  
Return to John Hill  
Fee 40.00

STATE OF OREGON

COUNTY OF COOS

Be it remembered that on this 9th day of NOVEMBER, 1972  
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 WARRANT, and acknowledged to me  
that TUCK executed the same freely and voluntarily and for  
the uses and purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and Notary Seal the date and year  
last above herein written.

(Notary Seal)

Clayton L. Johnson  
Notary Public for Oregon  
My Commission Expires Oct 12, 1976

John Hill  
PO Box 929  
Astoria, Or.



28705

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 14 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 Johnis 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° 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 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, 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 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, 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, 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



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installation, and Grantors have no obligation whatsoever for the same.

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

Herbert W. Lindvall (SEAL)

Thelma N. Lindvall (SEAL)

STATE OF OREGON, )  
County of Coos. ) ss.

On this 22nd 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.

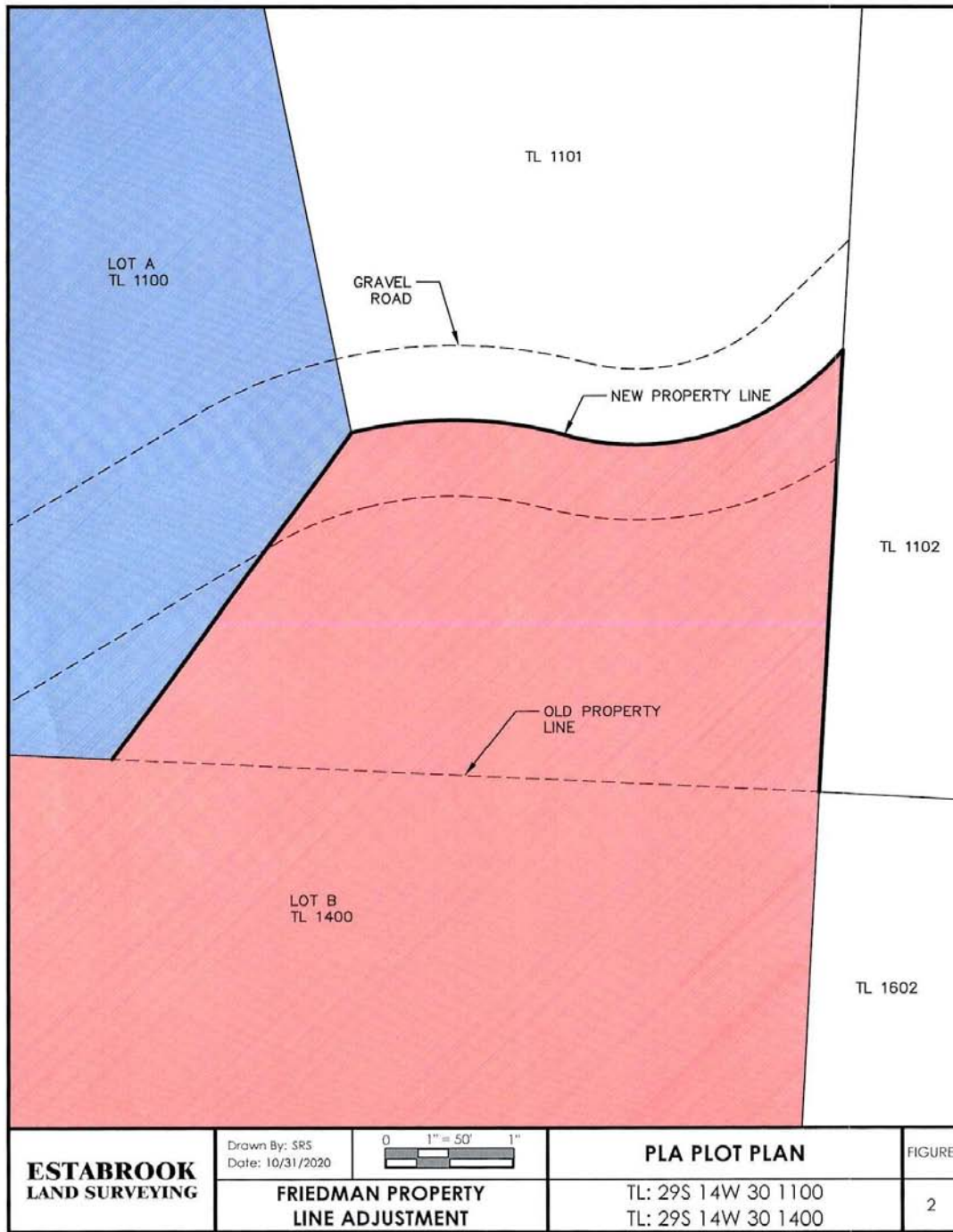
Nellie V. Anderson  
Notary Public for Oregon.  
My Commission expires 8-12-60



RECORDED JUN 3 1960 AT 4 p.m.  
GEORGIANNA VAUGHAN, COUNTY CLERK

- 3 - WATER EASEMENT (end)

THE GUARANTEE & ABSTRACT CO.  
COQUILLE, ORE.  
4-12744



### Case Information

19CV17704 | Thomas L. Olive, Elizabeth B. Olive vs Steven J. Rousculp, Mariko A. Rousculp

Case Number	Court	
<b>19CV17704</b>	<b>Coos</b>	
File Date	Case Type	Case Status
<b>04/18/2019</b>	<b>Contract</b>	<b>Closed</b>

### Party

Plaintiff  
**Olive, Thomas L.**

Active Attorneys ▼  
**Lead Attorney**  
**MARTINEZ,**  
**SHANNON RAYE**  
**Retained**

---

**Attorney**  
**Richard, Peggy J**  
**Retained**

---

Plaintiff  
**Olive, Elizabeth B.**

Active Attorneys ▼  
**Lead Attorney**  
**MARTINEZ,**  
**SHANNON RAYE**  
**Retained**

---

**Attorney**  
**Richard, Peggy J**  
**Retained**

---



Defendant  
**Rousculp, Steven J.**

---

Defendant  
**Rousculp, Marko A.**

### **Disposition Events**

07/19/2019 Judgment ▾

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Judicial Officer  
Combs, Andrew E

Judgment Type  
Judgment - General Creates Lien

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Monetary Award  
Signed Date: 07/1...  
Expiration Date: 0...  
Total: \$234672.85

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### **Events and Hearings**

04/18/2019 Complaint
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04/18/2019 Service ▾
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Requested By  
**Olive, Thomas L., Olive, Elizabeth B.**

06/12/2019 Proof - Service

06/12/2019 Proof of Service - Substitute

06/12/2019 Affidavit/Declaration - Mailing

06/13/2019 Motion - Default Order

06/13/2019 Declaration

06/17/2019 Order - Default ▼

Judicial  
Officer  
**Stone,  
Martin E.**

06/17/2019 Notice - Dismissal ▼

Comment  
**kgmt**

07/16/2019 Motion - Judgment

07/16/2019 Declaration

07/16/2019 Statement - Costs & Disbursement

07/19/2019 Digitized Judgment Document ▼

Judicial  
Officer  
**Combs,  
Andrew E**

07/19/2019 Notice - Judgment Entry

07/19/2019 Closed

03/26/2020 Release - Certain Property

## Financial

Olive, Thomas L.

<b>Total Financial Assessment</b>	<b>\$560.00</b>
<b>Total Payments and Credits</b>	<b>\$560.00</b>

<b>4/18/2019</b>	<b>Transaction</b>	<b>\$560.00</b>
	<b>Assessment</b>	

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<b>4/18/2019</b>	<b>xWeb</b>	<b>Receipt #</b>	<b>Olive,</b>	<b>(\$560.00)</b>
	<b>Accessed eFile</b>	<b>2019-363762</b>	<b>Thomas</b>	
			<b>L.</b>	

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