

# 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: Wednesday, March 24, 2021

File No: PLA-21-002

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

Applicant(s): Sandra Easly Kenneth Navarra

805 Crocker Ave 69194 Sandbug Rd
Coos Bay, OR 97420 North Bend, OR 97459

Surveyor(s): Stuntzner Engineering

Doug McMahan PO Box 118

Coos Bay, OR 97420

Staff Planner: Crystal Orr, Planner I

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 5 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.** 

#### **Property Information**

Account Numbers 164405 164403

Map Numbers 24S1311BD-00200 24S1311BD-00501

Property Owners EASLY, SANDRA KAY NAVARRA, KENNETH A.; ETAL

805 CROCKER AVE 69194 SANDBUG RD

COOS BAY, OR 97420-3037 NORTH BEND, OR 97459-9697

Situs Addresses 69196 SANDBUG RD NORTH BEND, 69194 SANDBUG RD NORTH BEND,

OR 97459 OR 97459

Acreages 0.39 Acres 0.47 Acres

Zonings RURAL CENTER (RC) RURAL CENTER (RC)

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: Wednesday, March 24, 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-21-002 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. Documentation from the Department of Environmental Quality (DEQ) that the sanitation system located on tax lot 501 will still meet their requirements must be received before staff can sign off on the Property Line Adjustment Map.
- 3. An after the fact permit for the "Shop" structure or proof it was built with permits. .

#### 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



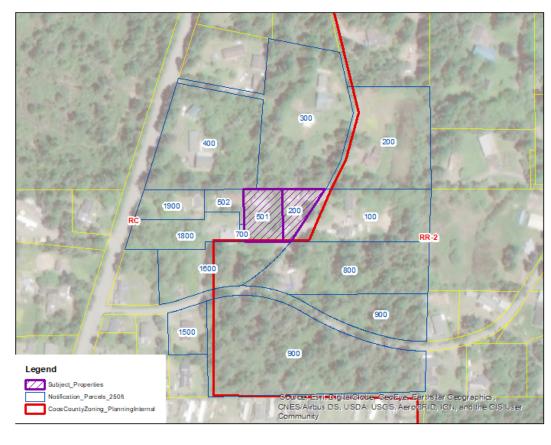
File: PLA-21-002

Owner:/ Sandra Kay Easly/ Owner: Kenneth Navarra

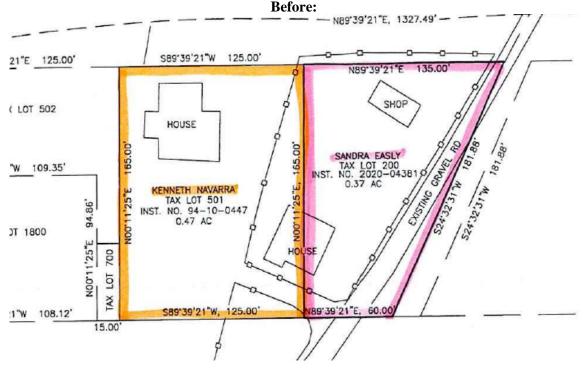
March 23, 2021 Date:

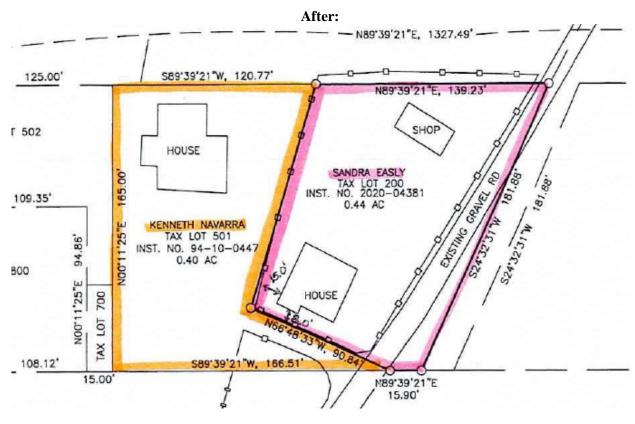
Township 24S Range 13W Section 11BD TL 200 Location:

Proposal: Property Line Adjustment



## EXHIBIT "C" ADJUSTMENT MAP





# EXHIBIT "D" STAFF REPORT SOF FACT AND CONCLUSIONS

#### FINDINGS OF FACT AND CONCLUSIONS

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

**A. Proposal:** The proposal is a request for Planning Director Approval of property Line Adjustment between two lawful parcels to fix an encroachment as well as move the new line to an existing fence line between the two (2) parcels.

#### **B. BACKGROUND INFORMATION:**

Tax lot 200:

On December 13, 2019 a Coos County Alleged Code Violation file was opened due to the property allegedly having an RV being used as a dwelling and a large amount of household solid waste. At the time the property was owned by a bank due to foreclosure. On November 10, 2020 The Code Violation file was closed after the property was cleaned up, the property is currently owned by a private party. The property has a 1960 dwelling that was built prior to the Coos County Zoning and Land Use Ordinance. Staff cannot find approval for the shop, an after the fact permit will have to be submitted prior to staff signing off on the property line adjustment map.

#### Tax Lot 501:

The property was originally created through a deed document 278/664 as 0.32 acres but then combined with several other properties in 1981 to create 1.42 acres. The property history gets a bit confusing as several properties were deeded back out between 1989 and 1993. It appears that tax lot 501 was made up for tax lots 500 and 400 as described in deeds 79-3-2306, 278/664 and a private road described in deed 79-3-2306. These three deeds make up current unit of land.

The property contains a dwelling that was sited in 1953 according to assessment information, prior to the Coos County Zoning and Land Use Ordinance (CCZLDO).

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 and determined that tax lot 200 and it appears the structure that was identified as a "shop" does not contain an assessment year and there are no planning permits to prove that it is in compliance. This issue will need to be resolved prior to signing off of the final property line adjustment map.

#### I. BASIC FINDINGS:

- **A. LOCATION:** These units of land are located south of the City of North Bend and north of the City of Lakeside in the Rural Unincorporated Community of Hauser. The properties are accessed via Sandbug Lane, a public dedicated non-maintained road, that connects to Driftwood Inn Lane.
- **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 200 currently consists of .37 acres, and tax lot 501 consists of .47 acres. Both parcels are zoned Rural Center and are surrounded by Rural Center and Rural Residential-2 (RR-2). 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 200 was lawfully created pursuant to 6.1.125.1.e by a deed prior to any Zoning and Land Development Ordinances (deed document number book 301 Page 449). It appears that tax lot 501 was made up of tax lots 500 and 400 as described in deeds 79-3-2306, 278/664 and a private road described in deed 79-3-2306.

#### 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 21, 2021 and deemed complete February 19, 2021. A Vicinity Map showing the adjustment was submitted. A property report was provided, for both parcels. Tax lot 200 does not have a lien. Tax lot 501 has a lien

through Northwest Community Credit Union and a notice and staff report will be provided.

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 below the minimum lot size, which means they are nonconforming parcels. After the adjustment both parcels will remain below the minimum lot size, which means they will remain nonconforming. Tax lot 200 will retain .44 acres and tax lot 501 will retain.40 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: Tax lot 501 is less than an acre and will be further reduced as a result of this adjustment. Documentation from Department of Environmental Quality (DEQ) that the sanitation system will still meet their requirements must be received before staff can sign off on the Property Line Adjustment Map. 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: Coos Bay- North Bend Water Board, North Bay Rural Fire Department, and Oregon International Port of Coos Bay.

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 "E" COMMENTS RECEIVED



#### COOS COUNTY SURVEYOR

250 N. Baxter Street, Coquille, Oregon 97423

Michael L. Dado 541-396-7586 Email coossurvey@co.coos.or.us

January 25, 2021

PLA-21-002 Sandra Kay Easly 24-13- 11BD, TL 200 Kenneth A. Navarra 24-13- 11BD, TL 501

Crystal,

I have no objections to this proposed Property Line Adjustment. The new line will need to be surveyed. I would like for the newly adjusted line to be **bolder** on the survey map that will be filed.

I have no further comments at this time.

Very truly yours

Michael L. Dado

# EXHIBIT "F" APPLICATION

Date Received: 12 2 Receipt #:	220985 Received by: MB
This application shall be filled ou	ut electronically. If you need assistance please contact staff.If the
fee is not inclu	uded the application will not be processed.
(If payment is received of	on line a file number is required prior to submittal)
L	AND INFORMATION
A. Land Owner(s) Sandra Kay Easly	
Mailing address: 805 Crocker Ave., Coos Bay, O	
Phone: 503-619-7208	Email: oseaskay5957@yahoo.com
Township: Range: Section:	1/4 Section: 1/16 Section: Tax lot:
24S13W11	B D
Tax Account Number(s): 164405	Zone: Select Zone Rural Center
Acreage Prior to Adjustment: 0.37	Acreage After the Adjusment .44
B I and Commercial Manual A Name	
B. Land Owner(s) Kenneth A. Navarra  Mailing address: 69194 Sandbug Rd., North Bend	1 OR 97459
hone: 541.756.4769	Email: Kingyacra @netzeranet
	ction: 1/16 Section:
4S _ 13W 11 B	D 501
ax Account Number(s) 164403	Zone Rural Center
Acreage Prior to Adjustment: 0.47	Acreage After the Adjustment .40
	Acreage After the Adjustment
tereage Prior to Adjustment.	
C. Surveyor Douglas C. McMahan	
	18, Coos Bay, OR 97420
C. SurveyorDouglas C. McMahan	18, Coos Bay, OR 97420  Email: dmcmahan@stuntzner.com

		at all the required documents have been submitted with sult in an incomplete application or denial.	the application. Fa	ilure to submit
(P)	Purpose of the	e Property Line Adjustment:		
То	move the ex	xisting house on tax lot 200 back onto its property.	The house on tax	lot 200 is
		c lot 200 and half build on tax lot 501. The purpose ace line between the two parcels as the new proper		t is to hold
		nd after vicinity map locating the proposed line adjustments, partitions, other units of land and roadways.	ent or elimination in	n relocation to adjacent
	1. Within 2. Within 3. Within 4. Within 5. Within		an needs reflect stru coundaries. aries. coundaries. ries.	ctures as follows:
	This shall be easements, or	report (less than 6 months old) indicating any tax restrictive covenants and rights-of-way, and ownerships refor both properties. At the minimum a deed showing to covenants and ownership will be accepted for both propert of this process.	of the property. A	title report is acceptabl ders, reference to
		Please list all Lien Holders name	s and addresses:	
	Property 1:	-nA		
	Property 2:	Navarra Nw Credit Union		N SAMORE
	Please answ	ver the following:	To be	
	Will the adju	ustment create an additional Unit of land?	Yes 🔲	No 🗹
	Does proper	ty 1 currently meet the minimum parcel/lot size ?	Yes 🗹	No 🗆
	Does proper	ty 2 currently meet the mimimum parcel/lot size?	Yes 🗹	No 🗆

Coos County Property Line Adjustment Application 2

ty one o	e create	d throu	gh a la	nd div	ision?				Ye	s 🗆		No 🗹
y two	create	d throu	gh a la	nd div	ision?				Ye	s 🗆		No 🗹
ructure	res on t	he prop	erty?						Y	es 🗹		No 🗆
structur	ures ple	ease pro	ovide h	ow far	they a	re in fe	eet from	the adj			dary line	:
nitation	on syste	em on ti	he one	or bot	h prop	erties,		ease inc	licate Y	es 🗸	pe of sys	No
one goi	oing to	result in	n less	than an	acre a	nd con	itain a d	lwelling	? Y	'es 🗾		No 🗌
wo goi	oing to	result i	n less	than an	acre a	nd cor	ntain a c	lwelling	? Y	es 🗹		No 🗆
th prop	perties	zoned	Exclus	sive Fa	rm Us	or Fo	rest?		1	res □		No 🗹
perty c	cross z	zone boi	undari	es? If s	o, a va	riance	request	will be	requi	red.	Yes 🔲	No
perty li	line ad	justmer	nt chan	ige the	access	point?	?			Yes□		No 🗹
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Coos County Property Line Adjustment Application



Coos County Planning Department
Coos County Courthouse Annex, Coquille, Oregon 97423
Mailing Address: Planning Department, Coos County Courthouse, Coquille, Oregon 97423

(541) 396-7770 FAX (541) 396-1022 / TDD (800) 735-2900

#### Jill Rolfe Planning Director

### **CONSENT**

On this 26th day of Jecember	20 70
I, Kenneth A. Navarra (Print Owners Name as on Deed)	
as owner/owners of the property described as Township, Range	13w
Section 11 BD, Tax Lot 501, Deed Reference 94-1	0-044
Section 11 BD, Tax Lot 501, Deed Reference 94-1  Day McMakan  hereby grant permission to Startzner Eng. 9 Forestry LLC  (Prim Name)	so that a(n)
Property Line Hawstment application can be submitted (Print Application Type)	ed to the Coos
County Planning Department.	
Owners Signature/s  Find 9 Mas	

Coos County is an Affirmative Action/Equal Opportunity Employer and complies with Section 504 of the Rehabilitation Act of 1973



Coos County Planning Department
Coos County Courthouse Annex, Coquille, Oregon 97423
Mailing Address: Planning Department, Coos County Courthouse, Coquille, Oregon 97423

(541) 396-7770 FAX (541) 396-1022 / TDD (800) 735-2900

#### Jill Rolfe Planning Director

### **CONSENT**

On this 26th day of December	20 <u>20</u> ,
I, Sandra Kay Easly (Print Owner's Name as on Deed)	
as owner/owners of the property described as Township	3w_,
Section 11 BD, Tax Lot 200, Deed Reference 2020  Day McMahan	0-0438
hereby grant permission to Stuntzner Eng. & Forestry 26 (Print Name)	so that a(n)
Property Cire Adustment application can be submitted (Print Application Type)	
County Planning Department.	
Owners Signature/s Sanaka Fasky	

Coos County is an Affirmative Action/Equal Opportunity Employer and complies with Section 504 of the Rehabilitation Act of 1973



300 W Anderson (541)269-5127

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

To ("Customer"): Stuntzner Engineering and Forestry, LLC

PO Box 118

Coos Bay, OR 97420

Customer Ref.:

360620033819

Order No.: Effective Date:

December 17, 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:

Kenneth Anthony Navarra and Lois Nadine Jacobson, as their interest may appear

Premises. The Property is:

(a) Street Address:

69194 Sandbug Road, North Bend, OR 97459

(b) Legal Description:

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

Ticor Title Company of Oregon Order No. 360620033819

#### 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**

Unpaid Property Taxes are as follows:

Fiscal Year:

2020-2021

Amount:

\$918.89, plus interest, if any

1317

Levy Code: Account No.:

164403

Map No .:

24-13-11BD TL0501

Unpaid Property Taxes are as follows:

Fiscal Year:

2019-2020

Amount:

\$877.17, plus interest, if any

Fiscal Year:

2020-2021

Amount:

\$918.89, plus interest, if any

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.

- 2. The Land has 3 or more years delinquent taxes and is subject to foreclosure action as provided under Oregon Revised Statutes. Upon the expiration of the statutory redemption period, the property shall be deeded to the county by the tax collector.
- 3. Easement(s) and rights incidental thereto, as granted in a document:

Granted to:

West Coast Power Company

Recording Date: Recording No:

July 19, 1941 Book 140, Page 96

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

Granted to:

Norman Walter Jacobson and Mary Louise Jacobson, husband and wife, or the

survivor of either

Recording Date:

July 9, 1952

Recording No:

Book 219, Page 463

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

Amount:

\$50,000,00

Dated:

December 20, 2017

Trustor/Grantor:

Kenneth Anthony Navarra and Lois Nadene Navarra who acquired title as Lois

Nadina Jacobson

Trustee:

American Title

Beneficiary:

Northwest Community Credit Union

Recording Date:

December 26, 2017

2017-12337 Recording No.:

Ticor Title Company of Oregon Order No. 360620033819

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

#### **End of Reported Information**

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

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

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

#### **EXHIBIT "A"** Legal Description

Beginning at a point 125 feet East of the Northwest corner of the N 1/2 of the NE 1/4 of the SE 1/4 of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence East 125 feet; thence South 165 feet; thence West 125 feet; thence North 165 feet to the place of beginning.

EXCEPT: that part of said land lying South of the private road crossing said land in an Easterly and Westerly direction, together with the right-of-way conveyed to the Grantors herein by Deed to them from Leonard W. Crawford, et ux, dated July 2, 1952 and recorded July 2, 1952 in Volume 219 of the Deed Records of Coos County, Oregon at Page 463.

That part of the following described land lying on the South side of the private road crossing said land in an Easterly and Westerly direction, said tract hereby conveyed measuring about 35 feet wide at the West end and 12 feet wide at the East end, and being bounded on the North by said private road and measuring about 125 feet long from East to West, said large tract out of which the tract hereby conveyed is taken being described as follows: Beginning at a point 125 feet East of the Northwest corner of the N 1/2 of the NE 1/4 of the NW 1/4 of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence East 125 feet; thence South 165 feet; thence West 125 feet; thence North 165 feet to the place of beginning.

Beginning 125 feet East and 110 feet South of the Northwest corner of the NE 1/4 of the SE 1/4 of the NW 1/4 of Section 2, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence South 55 feet to the Southeast corner of parcel conveyed to Donald S. Jacobson et ux on July 9, 1962 in Book 219, Page 462, Deed Records of Coos County, Oregon; thence West 15 feet; thence North 55 feet; thence East 15 feet to the point of beginning.

Ticor Title Company of Oregon Order No. 360620033819

#### **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. 360620033819

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.

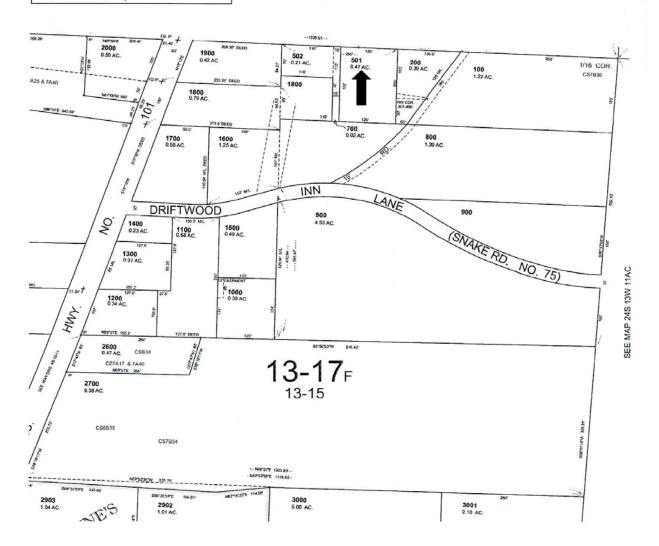
NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

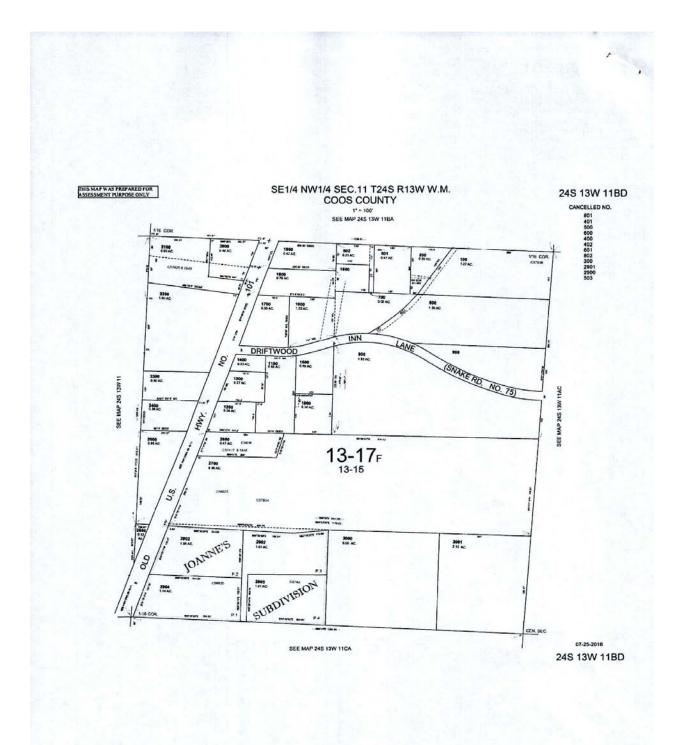
CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFRILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL,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

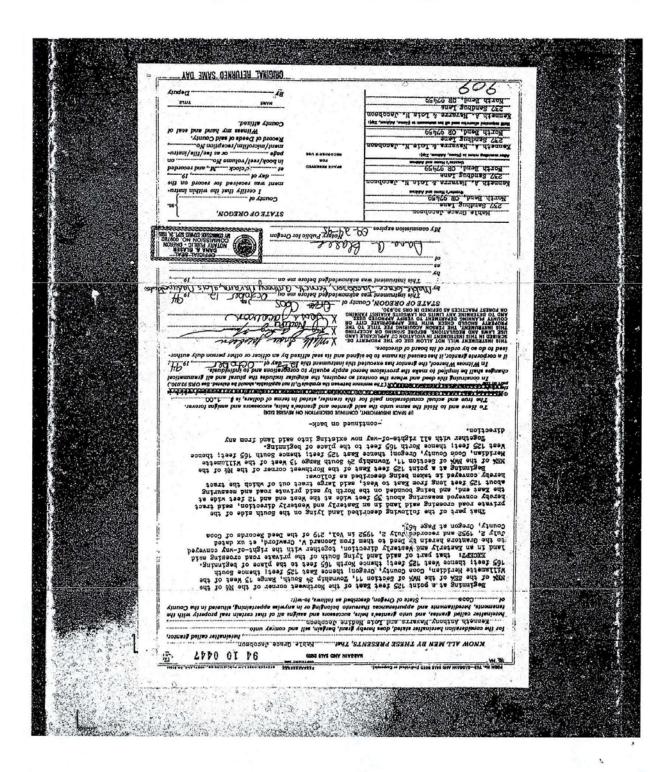
**END OF THE LIMITATIONS OF LIABILITY** 

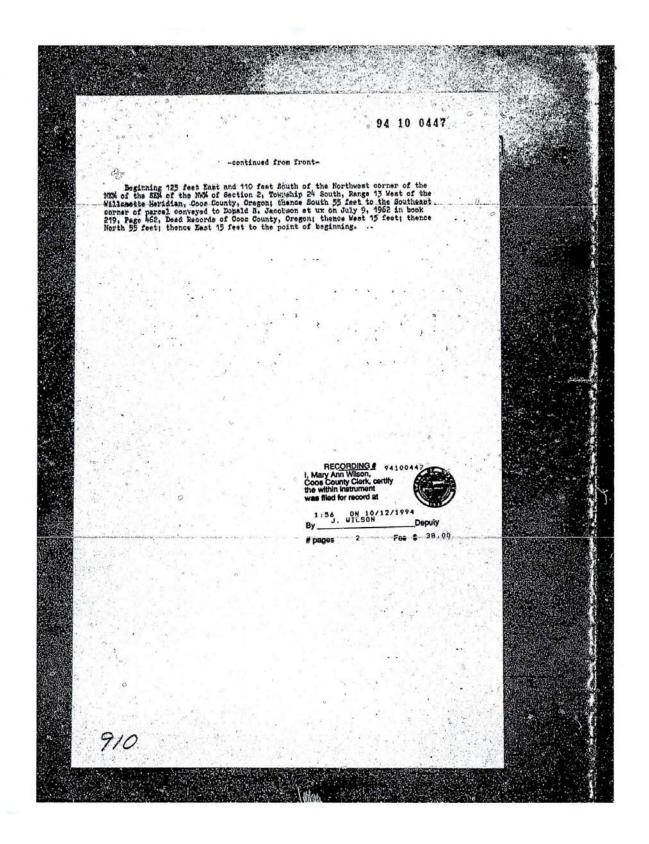


This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does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









appeared before me, who is known to me to be the identical individual and trustee, who executed the foregoing reconveyance at request of said husband and wife, and acknowledged to me that he executed the same freely, as trustee aforesaid.

Recorded July 19, 1941, 11:00 A. M. L. W. Oddy, County Clerk

Bennett Swanton, Jr. Notery Public for Oregon My Commission expires April 5, 1944 (Noterial Seal)

1087-

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#### RIGHT OF WAY BASEMENT

RECEIVED OF WEST COAST POWER COMPANY a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, N. C. Brenan and Opal Brenan, his wife, hereby grant and convoy unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtonances, over and upon a strip of land, described as follows:

That land owned by N. C. Brenan and his wife, Opal Brenan, which lies in Section 11, Twp. 24 S. Range 13 W.W.M. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of July,

N. C. Brenan

WITNESSED BY: Duncan Gardner,

STATE OF CALIFORNIA COURTY OF LOS ANGELES SS: On this day personally appeared before me N. C. Brenan and Opel Bronan, his wife to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 14th day of July, 1941.

Recorded July 19, 1941, 11:30 A. M. L. W. Oddy, County Clerk

Duncan Gardner Hotary Public for Los Angeles County State of California My Commission expires January 6, 1944 (Notarial Seal)

1088-

#### RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Company, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, H. A. Nabb, unmarried, hereby grants and conveys unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land, described as follows:

That land owned by H. A. Nabb, which lies in the SW2 of the SE2 of Section 2 Twp. 24 S., R. 13 W. W. M. in Coos County, Oregon. Also that land owned by H. A. Nebb which lies in the NW1 of the NE1 of Sec. 11, Twp. 24 S. R. 13 W. W. M. in Coos County, Oregon.

TOSETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of June, 1941.

WITNESSED BY:\_\_

H. A. Nabb )seal(

STATE OF OREGON COUNTY OF COOS SS: On this day personally appeared before me H. A. Nabb to me known to be

the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 10th day of June, 1941.

Recorded July 19, 1941, 11:30 A. M. L. W. Oddy, County Clork

W. Harold Walker Notary Fublic for Oregon My Commission expires Aug. 29, 1943 (Notarial Seal)

#### RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Company, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, John L. Sullivan and Mrs. Ruth Ellen Sullivan, his wife, hereby grent and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land described as follows:

That land, owned by Mary A. Johnson and Mr. August Johnson, and under option to purchase by John L. Sullivan and his wife Mrs. Ruth Ellen Sullivan, which lies in Section 11, Twp. 24 S. R. 13 W. W. M. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have berounto set our hands and seals this tenth day of June, 1941.

WITNESSED BY:

John L. Sullivan Ruth E. Sullivan

STATE OF OREGON COUNTY OF COOS SS: On this day personally appeared before me John L. Sullivan and his wife Mrs. Ruth Ellen Sullivan to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned,

Given under my hand and official seal this tenth day of June, 1941,

Recorded July 19 , 1941, 11:30 A.M. Notary Fublic for Oregon hy Commission expires Aug. 29, 1943 (Notarial Seal)

1090-

#### RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power\_, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, Herman E. Smith and Mrs. F. Catherine Smith, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintein electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land, described as follows:

That land owned by Herman F. Smith and his wife F. Catherine Smith which lies in the NW of the NEt of Sec. 11, T. 24 S., R. 13 W. W. M. Also the NEt of the NW of Sec. 11, T. 24 S. R. 13 W. W. M. all in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors therem.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this tenth day of June, 1941.

WITNESSED BY:

71.000

VOL 219 PAGE 463

Tax Statements Shall Be Sent To: COOS COUNTY, OREGON 2017-12337 No Change 12/26/2017 02:18:00 PM DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=8 WHEN RECORDED MAIL TO: **Northwest Community Credit Union** 545 E. 8th Ave. Eugene, OR 97401 Tax Account Number: 164403 SPACE ABOVE THIS LINE FOR RECORDER'S USE LINE OF CREDIT TRUST DEED (and Request for Notice of Default) THIS LINE OF CREDIT TRUST DEED CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST. THE MAXIMUM AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT IS \$ 50,000.00 12/20/2017 THIS DEED OF TRUST is made on among the Trustor, KENNETH ANTHONY NAVARRA AND LOIS NADINE NAVARRA WHO ACQUIRED TITLE AS LOIS NADINA **JACOBSON** (herein "Borrower"), whose address is North Bend, OR 974599697

American Title 69194 Sandbug Rd (herein "Trustee"), and the Beneficiary, Northwest Community Credit Union a corporation organized and existing under the laws of State of Oregon 340 State St. North Bend, OR 97549 (herein "Lender"). IN CONSIDERATION of the indebtedness herein recited and the trust herein created; TO SECURE to Lender:

The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Deed of Trust, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Deed of Trust. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed

Fifty Thousand Dollars

(\$ 50.000.00 ). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable 30 years from the date of this Deed of Trust. TO SECURE to Lender:

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All Rights Reserved

(2) The payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust, with finance charges thereon at a rate which may vary as described in the Credit Agreement, as permitted by applicable law.

(3) The performance of the covenants and agreements of Borrower herein contained; BORROWER irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of \_\_\_\_\_\_\_\_, State of Oregon: See attached exhibit A

69194 SANDBUG RD which has the address of (Street) 97459 **NORTH BEND** (herein "Property Address"); Oregon (City) (Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property".

Complete if applicable: This Property is part of a condominium project known as:

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

This Property is in a Planned Unit Development known as:

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

against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender. to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

12/20/2017 483533 14134120

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If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust. secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be made to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such

the Property insured against loss by fire, hazards included within the term "extended coverage." floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Deed of Trust.

The insurance carrier providing the Insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lend

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development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor. payment by Lender to such lienor.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any

or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Credit Agreement, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable under the Credit Agreement or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Deed of Trust or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by First Class mail addressed to Borrower at the Property. Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by First Class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing senten

12/20/2017 483533 14134120

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15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against

acceptable to Lender, an assignment of any rights, claims or detenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of Trust.

18. Waiver of Statutes of Limitation. Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust.

19. Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity. other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity,

without the written consent of Lender.

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 nereor, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any

rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Porrower involve any remedies permitted by paragraph 22 hereof.

Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Deed of Trust: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Deed of Trust or the Credit Agreement; (2) Borrower material misrepresentation in connection with this Deed of Trust or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Deed of Trust. If an event of default occurs, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees.

attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of the sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

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12/20/2017 483533 14134120

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facia evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. no acceleration had occurred.

24. Reconveyance. This Deed of Trust secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When Borrower (1) has paid all sums secured by the Deed of Trust and (2) has requested that the revolving line of credit be canceled, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust

canceled, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and the Credit Agreement. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. To the extent permitted by law, Lender may charge Borrower a fee for such reconveyance and require Borrower to pay costs of recordation, if any.

25. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

26. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

27. Attorneys' Fees. As used in this Deed of Trust and in the Credit Agreement, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court.

	(REQUEST	FOR	NOTICE	OF DE	FAULT	AND	FOREC	LOSURE	
_	LINDER !	SLIPFE	NOR MO	RTGAC	GES OR	DEED	S OF T	RUST)	Ī

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

x 7/	21	X Gan Nayam LOIS NADINE NAVARRA	۵
KENNETH AN	THONY NAVARRA	LOIS NADINE NAVARRA	
	Borrower		rower
x		<u>x</u>	
Other Borrower	Owner of Collateral	Other Borrower Owner	of Colleteral

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State of Oregon County ofCOOS	
	12/20/2017
THE RESIDENCE OF THE PROPERTY	fore me on
y KENNETH ANTHONY NAVARRA LOIS NADINE NAVARRA	
EGIOTA BITE TO TOTAL	
	(name(s) of person(s))
	(name(s) & bushish
	Signature of Notarial Officer
OFFICIAL STAMP LIBERTY A PRINS	Liberty gruns
NOTARY PUBLIC-OREGON————————————————————————————————————	Notary Name Typed, Printed or Stamped
MY COMMISSION EXPIRES JANUARY 25, 2019	Matana
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#### SCHEDULE 'A'

THE FOLLOWING DESCRIBED PROPERTY IN COOS COUNTY, OREGON:
BEGINNING AT A POINT125 FEET EAST OF THE NORTHWEST CORNER OF THE N 1/4 OF THE NE
1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 13 WEST OF
THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE EAST 125 FEET, THENCE
SOUTH 165 FEET; THENCE WEST 125 FEET; THENCE NORTH 165 FEET TO THE PLACE OF
BEGINNING.

EXCEPT: THAT PART OF SAID LAND LYING SOUTH OF THE PRIVATE ROAD CROSSING SAID LAND IN AN EASTERLY AND WESTERLY DIRECTION, TOGETHER WITH THE RIGHT OF WAY CONVEYED TO THE GRANTORS HEREIN BY DEED TO THEM FROM LEONARD W. CRAWFORD, ET UX DATED JULY2, 1952 AND RECORDED JULY 2, 1952 IN VOL. 219 OF THE DEED RECORDS OF COOS COUNTY, OREGON AT PAGE 463.

THAT PART OF THE FOLLOWING DESCRIBED LAND LYING ON THE SOUTH SIDE OF THE PRIVATE ROAD CROSSING SAID LAND IN AN EASTERLY AND WESTERLY DIRECTION, SAID TRACT HEREBY CONVEYED MEASURING ABOUT 33 FEET WIDE AT THE WEST END AND12 FEET WIDE AT THE EAST END, AND BEING BOUNDED ON THE NORTH BY SAID PRIVATE ROAD AND MEASURING ABOUT 125 FEET LONG FROM THE EAST TO WEST, SAID LARGE TRACT OUT OF WHICH THE TRACT HEREBY CONVEYED IS TAKEN BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT125 FEET EAST OF THE NORTHWEST CORNER OF THE N 1/2 OF THE NE 1/4 OF THE NW 1/4 OF THE SECTION 11, TOWNSHIP 24 SOUTH RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE EAST 125 FEET; THENCE SOUTH 165 FEET; THENCE WEST 125 FEET; THENCE NORTH 165 FEET TO THE PLACE OF BEGINNING. BEGINNING 125 FEET EAST AND 110 FEET SOUTH OF THE NORTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE SOUTH 55 FEET TO THE SOUTHEAST CORNER OF PARCEL CONVEYED TO DONALD E. JACOBSON ET UX ON JULY 9, 1962 IN BOOK 219, PAGE 462, DEED RECORDS OF COOS COUNTY, OREGON; THENCE WEST 15 FEET; THENCE NORTH 55 FEET; THENCE EAST 15 FEET TO THE POINT OF BEGINNING

### **COOS County Assessor's Summary Report**

### **Real Property Assessment Report**

FOR ASSESSMENT YEAR 2021

NOT OFFICIAL VALUE

December 9, 2020 8:42:03 am

Account # Map # Code - Tax #

164403 24S1311BD00501 1317-164403

Tax Status **Acct Status** Subtype

ASSESSABLE ACTIVE NORMAL

Legal Descr Mailing Name See Record

NAVARRA, KENNETH A.; ETAL

Deed Reference # See Record

Agent

Sales Date/Price Appraiser

See Record LARRY W. RESCORLA

In Care Of

Mailing Address 69194 SANDBUG RD

NORTH BEND, OR 97459-9697

Prop Class RMV Class

101 101

MA SA NH Unit RRL 2628-1 01 07

Situs Address(s)

ID# 10 69194 SANDBUG RD Situs City NORTH BEND

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Code Area		RMV	MAV	AV	SAV	MSAV	RMV Exception	
1317	Land Impr.	91,750 64,690				Lan Imp		
Code Area Total		156,440	111,680	111,680	0	0	0	
Grand Total		156,440	111,680	111,680	0	0	0	

Code	ID#	RFI	PD Ex	Plan Zone	Value Source	Land Breakdo TD%	wn 6 LS	Size	Land	d Class	LUC	Trended RMV
1317	10	7	9	RC	Market	10	Α (	0	.47	HS	001	91,750
						Grand	Total	0	.47			91,750
Code Area		D#	Yr Built	Stat Class	Description	Improvement Brea	kdown	TD%	Total Sq. Ft.	Ex%	MS Acct #	Trended RMV
1317	-	-	1953	131	One story-Class 3			100	1,486	3		64,690
							Grand To	tal	1,486	3		64,690
Code Area	Туре		1		Exemptions	/Special Assessmer	ts/Potenti	al Liability	7			
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## STATEMENT OF TAX ACCOUNT

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

(541) 396-7725

9-Dec-2020

Pay Online Now with Credit Card or Check

NAVARRA, KENNETH A.; ETAL
69194 SANDBUG RD
NORTH BEND OR 97459-9697

Tax Account # Account Status Roll Type Situs Address

164403

69194 SANDBUG RD NORTH BEND OR 97459

Lender Name

Loan Number Property ID 1317 Interest To Dec 15, 2020

Tax Summary

_	mmary	Total	Current		Discourse	Ordeland	
Tax Year	Tax Type	Total Due	Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	\$922.97	\$918.89	\$4.08	\$0.00	\$918.89	Nov 15, 2020
2019	ADVALOREM	\$994.13	\$877.17	\$116.96	\$0.00	\$877.17	Nov 15, 2019
2018	ADVALOREM	\$1,105.23	\$854.56	\$250.67	\$0.00	\$854.56	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$829.85	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$806.23	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$786.96	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$774.99	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$756.35	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$736.18	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$711.42	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$691.91	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$673.53	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$661.62	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$645.74	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$626.57	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$664.01	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$793.77	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$771.83	Nov 15, 2003
	Total	£2,022,22	\$2,650,62	6221.71	\$0.00	C12 C01 C0	

### **COOS COUNTY ASSESSOR REAL PROPERTY ACCOUNT NAMES**

12/9/2020 8:43:53 AM

Account #

164403

Map

24S1311-BD-00501

Owner

NAVARRA, KENNETH A.; ETAL 69194 SANDBUG RD NORTH BEND OR 97459-9697

Name	The second secon	Ownership	Own
Туре	Name	Туре	Pct
OWNER	NAVARRA, KENNETH A.; ETAL	OWNER	100.00
OWNER	JACOBSON LOIS N	OWNER	

Page 1 of 1

Ticor Title Company of Oregon Order No. 360620033695



300 W Anderson (541)269-5127

# OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

Stuntzner Engineering and Forestry, LLC To ("Customer"):

PO Box 118

Coos Bay, OR 97420

Customer Ref.:

360620033695 Order No.:

**Effective Date:** 

December 7, 2020 at 08:00 AM

\$300.00 Charge:

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:

Sandra Kay Easly

Premises. The Property is:

(a) Street Address:

Vacant land, Coos Bay, OR 97420

(b) Legal Description:

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

### Part Two - Encumbrances

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

#### **EXCEPTIONS**

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

Granted to: West Coast Power Company

Purpose: Utilities

Recording Date: July 19, 1941 Recording No: Book 140, Page 96

2. Information in the possession of the Company Indicates that a division of land has occurred or is contemplated in the current transaction involving the Land described in this report. Such contemplated division of land appears to fall within the guidelines necessitating approval by the City, County or other applicable government agency. As a prerequisite to the issuance of any title assurance under this application, at least one of the following requirements must be accomplished to the Company?s satisfaction:

A plat has been recorded in compliance with Coos County Planning Dept. related ordinances/requirements.

Evidence of compliance or waiver from the Coos County Planning Dept.

Other evidence, satisfactory to the Company, indicating compliance or non-violation must be furnished.

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

Granted to: West Coast Power Company

Purpose: Utilities

Recording Date: July 19, 1941 Recording No: Book 140, Page 96

4. Information in the possession of the Company Indicates that a division of land has occurred or is contemplated in the current transaction involving the Land described in this report. Such contemplated division of land appears to fall within the guidelines necessitating approval by the City, County or other applicable government agency. As a prerequisite to the issuance of any title assurance under this application, at least one of the following requirements must be accomplished to the Company?s satisfaction:

A plat has been recorded in compliance with Coos County Planning Dept. related ordinances/requirements.

Evidence of compliance or waiver from the Coos County Planning Dept.

Other evidence, satisfactory to the Company, indicating compliance or non-violation must be furnished.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

 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

Ticor Title Company of Oregon Order No. 360620033695

review prior to closing.

## **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 I:

The South 50 feet of the following:

Beginning at a point 250 feet East of the Northwest corner of the N 1/2 of the NE 1/4 of the SE 1/4 of the NW 1/4 of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence East 135 feet, more or less, to the Westerly boundary of roadway; thence Southwesterly along said roadway boundary 180 feet, more or less, to a point on the North line of a parcel of land conveyed to Leander S. Roethler by deed recorded in Book 213, Page 340, Deed Records of Coos County, Oregon; thence West 60 feet, more or less, to a point South of the place of beginning; thence North 165 feet, more or less, to the place of beginning.

#### Parcel II:

Beginning at a point 250 feet East and 115 feet South of the Northwest corner of the North 1/2 of the SE 1/4 of the SE 1/4 of the NW 1/4 of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, said point being the Northwest corner of parcel conveyed to Robert O. Olson et ux in Book 285, Page 517, Deed Records of Coos County, Oregon; thence East along Olson's Northerly boundary to the Westerly boundary of a roadway at Olson's Northeast corner; thence Northeasterly along said roadway 4 feet; thence in a Northwesterly direction to a point 10 feet North of the place of beginning; thence South 10 feet to the place of beginning.

#### Parcel III

Beginning at a point 250 feet East of the Northwest corner of the North 1/2 of the NE 1/4 of the NE 1/4 of the NW 1/4 of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence South 105 feet to the Northwest corner of parcel conveyed to Robert O. Olson et ux in Book 301, Page 499, Deed Records of Coos County, Oregon; thence Southeasterly along Olsons' Northerly boundary to the Westerly boundary of a roadway and Olsons' Northeast corner; thence Northeasterly along said roadway 126 feet, more or less, to a point due East of beginning; thence West 135.5 feet to the point of beginning.

Ticor Title Company of Oregon Order No. 360620033695

#### 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, 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. 360620033695

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.

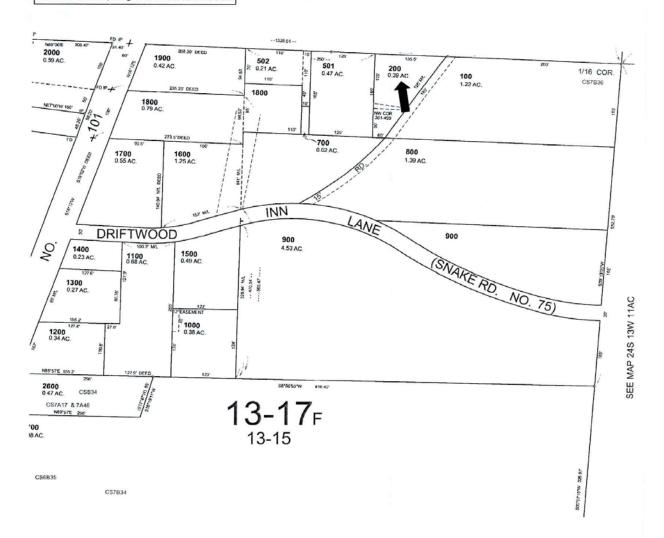
NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

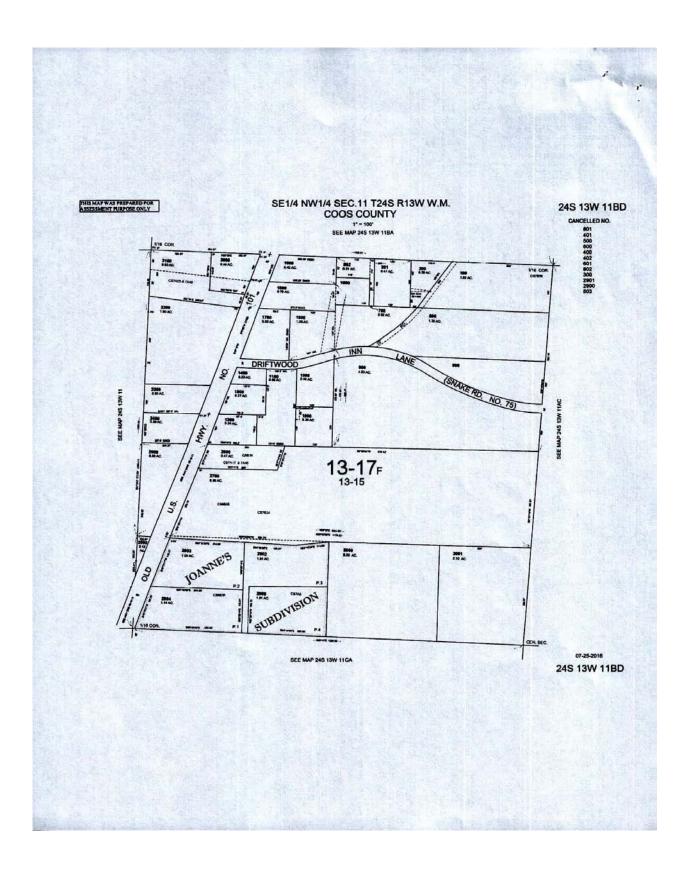
CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, 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, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

**END OF THE LIMITATIONS OF LIABILITY** 



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





BONN GARDEN VALLEY BLVD. 363427 A.M. BOSEBLING, OR 87473

RECORDING REQUESTED BY
AmeriTitle
AND WHEN RECORDED MAIL TO:

Sandra Kay Easly 805 Crocker Avenue Coos Bay, OR 97420

mail tax statements to the above

ESCROW NO .: FMN12969

Coos County, Oregon

2020-04381

\$96.00 Pgs=3

05/08/2020 08:37 AM

eRecorded by: AMERITITLE - ROSEBURG

Debbie Heller, CCC, Coos County Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **Special Warranty Deed**

For the consideration of 72505 and other valuable considerations, I or we,

Fannie Mae AKA Federal National Mortgage Association, organized and existing under the Laws of the United States of America who acquired title as Federal National Mortgage Association do/does hereby convey to

Sandra Kay Easly, a married woman

the following real property situated in North Box County, Oregon

MAP ID#

164405

See Exhibit A for legal description

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated: May 6,2020

### Grantor(s):

Fannie Mae A/K/A Federal National Mortgage Association, organized and existing under the laws of the United States of America who acquired title as Federal National Mortgage Association, by Lawyers Title Insurance Company as attorney in fact

By Ana Sanchiez anthorized signer

Page 1

MAIL TAX STATEMENTS TO RETURN ADDRESS SHOWN ABOVE

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

which this certificate is attached, and not the truthfulnes	s, accuracy, or validity of that document.
STATE OF CALIFORNIA }	
COUNTY OF Riverside}	
On 5-6-20 20 before me,C	asandra Bertotti Notary
Date >	Insert Name and Title of the officer
Public, personally appeared	anchez, authorized signer
Name(s	) of Signer(s)
who proved to me on the basis of satisfactory evidence acknowledged to me that he/she/they executed the same the instrument the person(s), or the entity upon behalf of	to be the person(s) whose name(s) is/are subscribed to the within instrument and in his/her/their authorized capacity(ies), and that by his/her/their signature(s) or which the person(s) acted, executed the instrument.
certify under PENALTY OF PERJURY under the laws	s of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.	CASANDRA BERTOTTI Notary Public - California Riverside County Commission # 22646211 My Comm. Expires Oct 25, 2022
Signature:	OPTIONAL
Though this section is optional, completing this informa- in unintended document.	tion can deter alteration of the document or fraudulent attachment of this form to
Description of Attached Document	
itle or Type of Document:Signer(s) Other Than Nar	Document Date:
Signer(s) Other Than Na	IICU AOOVC.
Capacity(ies) Claimed by Signer(s)	
igners Name:	Signers Name:
Corporate Officer - Title(s)	☐ Corporate Officer — Title(s)
Partner - Limited General	□ Partner - □ Limited □ General
Individual OAttorney in Fact	☐ Individual ☐ Attorney in Fact
Trustee Guardian or Conservator	☐ Trustee ☐Guardian or Conservator
Other:	Other: Signer is Representing:

File No.: 363427AM Page 5

### EXHIBIT "A" LEGAL DESCRIPTION

### PARCEL 1

The South 50 feet of the following:

Beginning at a point 250 feet East of the Northwest corner of the North half of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence East 135 feet, more or less, to the Westerly boundary of roadway; thence Southwesterly along said roadway boundary 180 feet, more or less, to a point on the North line of a Parcel of land conveyed to Leander S. Roethler, by deed Recorded in Book 213, Page 340, Deed Records of Coos County, Oregon; thence West 60 feet, more or less, to a point South of the place of beginning; thence North 165 feet, more or less, to the place of beginning, Coos County, Oregon.

#### PARCEL 2

Beginning at a point 250 feet East and 115 feet South of the Northwest corner of the North half of the Northeast quarter of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, Oregon, said point being the Northwest corner of Parcel conveyed to Robert O. Olson, etux, in Book 285, Page 517, Deed Records of Coos County, Oregon; thence East along Olson's Northerly boundary to the Westerly boundary of a roadway at Olson's Northeast corner; thence Northeasterly along said roadway 4 feet; thence in a Northwesterly direction to a point 10 feet North of the place of beginning; thence South 10 feet to the place of beginning, Coos County, Oregon.

### PARCEL 3

Beginning at a point 250 feet East of the Northwest corner of the North half of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence South 105 feet to the Northwest corner of Parcel conveyed to Robert O. Olson, etux, in Book 301, Page 499, Deed Records of Coos County, Oregon; thence Southeasterly along Olson's Northerly boundary to the Westerly boundary of a roadway and Olson's Northeast corner; thence Northeasterly along said roadway 126 feet, more or less, to a point due East of beginning; thence West 135.5 feet to the point of beginning, Coos County, Oregon.

"FOR INFORMATIONAL PURPOSES ONLY, THE FOLLOWING IS INCLUDED"

24-13W-11BD-00200

appeared before me, who is known to me to be the identical individual and trustee, who excouted the foregoing reconveyance at request of said husband and wife, and acknowledged to no that he executed the same freely, as trustee aforesaid.

Recorded July 19, 1941, 11:00 A. M. L. W. Oddy, County Clerk

Bennett Swanton, Jr. Notery Public for Oregon My Commission expires April 5, 1944 (Noterial Seal)

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12

#### RIGHT OF WAY EASEMENT

RECEIVED OF WEST COAST POWER COMPANY a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, N. C. Erenan and Opal Brenan, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land, described as follows:

That land owned by N. C. Brenan and his wife, Opal Brenan, which lies in Section 11. Twp. 24 S. Range 13 W.W.N. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have horounto set our hands and seals this lith day of July, 1941.

STATE OF CALIFORNIA . COUNTY OF LOS ANCELES SS: On this day personally appeared before me N. C. Brenan and Opal Brenan, his wife to me known to be the individual described in and who executed the with in and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 14th day of July, 1941.

Recorded July 19, 1941, 11:30 A. M. L. W. Oddy, County Clerk

Duncan Gardner Hotary Public for Los Angeles County State of California Ny Commission expires January 6, 1944 (Notarial Seal)

#### RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Company, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, H. A. Mabb, unmarried, hereby grants and conveys unto said corporation, forever, the exclusive right to construct, reconstruct, operat and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land, described as follows:

That land owned by H. A. Nabb, which lies in the SWA of the SEA of Section 2 Twp. 24 S., R. 13 W. W. M. in Coos County, Oregon. Also that land owned by H. A. Nabb which lies in the NW2 of the NE2 of Sec. 11, Twp. 24 S. R. 13 W. W. M. in Coos County, Oregon.

TOSETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of June,

1941.

WITNESSED BY:\_

H. A. Nabb . )seal(

STATE OF OREGON COUNTY OF COOR SS: On this day personally appeared before me H. A. Nabb to me known to

the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes there-

Given under my hand and official seal this 10th day of June, 1941.

W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
(Notarial Seal)

1089\_

#### RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Company, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, John L. Sullivan and Mrs. Ruth Ellen Sullivan his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land described as follows:

That land, owned by Mary A. Johnson and Mr. August Johnson, and under option to purchase by John L. Sullivan and his wife Mrs. Ruth Ellen Sullivan, which lies in Section 11,
Twp. 24 S. R. 13 W. W. M. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have bereunto set our hands and seals this tenth day of June, 1941.

WITNESSED BY:

John L. Sullivan Ruth E. Sullivan )seal(

STATE OF OREGON COUNTY OF COOS SS: On this day personally appeared before me John L. Sullivan and his wife Mrs. Ruth Ellen Sullivan to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this tenth day of June, 1941.

Recorded July 19 , 1941, 11:30 A.M.: L. W. Oddy, County Clerk

Notary Public for Oregon My Commission expires Aug. 29, 1943 (Noterial Seal)

1090-

### RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power\_, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, Herman E. Smith and Mrs. F. Catherine Smith, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land, described as follows:

That land owned by Herman F. Smith and his wife F. Catherine Smith which lies in the NWT of the NET of Sec. 11, T. 24 S., R. 13 W. W. M. Also the NET of the NWT of Sec. 11, T. 24 S. R. 13 W. W. M. all in Goos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this tenth day of June. 1941.

WITNESSED BY:\_\_

Herman E. Smith Katherine Smith )seal(

### **COOS County Assessor's Summary Report**

### Real Property Assessment Report

FOR ASSESSMENT YEAR 2021 NOT OFFICIAL VALUE

November 30, 2020 4:01:24 pm

Account # Map # Code - Tax # 164405

24S1311BD00200 1317-164405

Tax Status **Acct Status**  ASSESSABLE

See Record

Subtype

ACTIVE NORMAL

Legal Descr **Mailing Name** 

Deed Reference # 2020-4381

Agent

EASLY, SANDRA KAY

Sales Date/Price 05-06-2020 / \$72,500.00 Appraiser

LARRY W. RESCORLA

Agent
In Care Of
Mailing Address 805 CROCKER AVE
COOS BAY, OR 97420-3037

Unit NH

Prop Class RMV Class

101

MA SA 01

RRL 2630-1

Situs Address(s)
ID# 10 69196 SANDBUG RD Situs City NORTH BEND

			Value Sumi	mary		Comment of	- Shake
ea .	RMV	MAV	AV	SAV	MSAV	RMV Exception	
Land Impr.	81,960 71,010						
Area Total	152,970	110,780	110,780	0	0	0	
and Total	152,970	110,780	110,780	0	0	0	
	Land Impr. Area Total	Land 81,960 Impr. 71,010 Area Total 152,970	Land 81,960 Impr. 71,010 Area Total 152,970 110,780	pa         RMV         MAV         AV           Land         81,960         100         100           Impr.         71,010         71,010         71,010           Area Total         152,970         110,780         110,780	Land 81,960 impr. 71,010 110,780 110,780 0	Da         RMV         MAV         AV         SAV         MSAV           Land         81,960         La           Impr.         71,010         Im           Area Total         152,970         110,780         110,780         0         0	Da         RMV         MAV         AV         SAV         MSAV         RMV Exception           Land         81,960         Land         0           Impr.         71,010         Impr.         0           Area Total         152,970         110,780         110,780         0         0         0

Code Area	ID#	RFP	D Ex	Plan Zone	Value Source	Land Bre	akdow TD%		Size	La	and Class	LUC	Trended RMV
1317	10	$\overline{Z}$		RC	Market	111111	100	Α	0.	.39	HS	001	81,960
						Grand Total			0.	.39			81,960
Code Area			Yr Built	Stat Class	Description	Improvement	Break	down	TD%	Tota Sq. F		MS Acct#	Trended RMV
1317	133	1	1960	131	One story-Class 3				100	1,	198		71,010
								rand Tot	al	1,	198		71,010

## STATEMENT OF TAX ACCOUNT

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

(541) 396-7725

30-Nov-2020

EASLY, SANDRA KAY 805 CROCKER AVE COOS BAY OR 97420-3037

Tax Account # Account Status Roll Type Situs Address

164405 A Real

69196 SANDBUG RD NORTH BEND OR 97459

Lender Name Loan Number

Property ID

1317 Dec 15, 2020 Interest To

Tay Summary

ax Su	mmary						
Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
			1,18				
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,217.13	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,161.80	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,131.79	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,099.00	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,067.76	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,042.20	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,026.27	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,001.54	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$974.79	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$942.00	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$916.21	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$891.89	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$876.10	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$855.06	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$829.70	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$823.31	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$787.35	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$765.56	Nov 15, 2003
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$17,409.46	

### **COOS COUNTY ASSESSOR REAL PROPERTY ACCOUNT NAMES**

11/30/2020 4:01:56 PM

Account #

164405

Мар

24S1311-BD-00200

Owner

EASLY, SANDRA KAY 805 CROCKER AVE COOS BAY OR 97420-3037

Name

Type Na
OWNER EA
OWNER
EASLY, SANDRA KAY

Name EASLY, SANDRA KAY

Ownership Type OWNER

Own Pct

Page 1 of 1

