# PROPERTY LINE ADJUSTMENT

# SUBMIT TO COOS COUNTY PLANNING DEPT. AT 225 N. ADAMS STREET OR MAIL TO: COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL MAG a CO.COON.OR.US PHONE: 541-396-7770

1	1			FILE NUMBER: PLAZ/ - DOF
Date Received: 3	11/21	_Receipt #: 22L	1276	Received by: MB
This appl	ication shall	be filled out electron	nically. If you	need assistance please contact staff.If the
		ee is not included the app t is received on line a fil		t be processed.  uired prior to submittal)

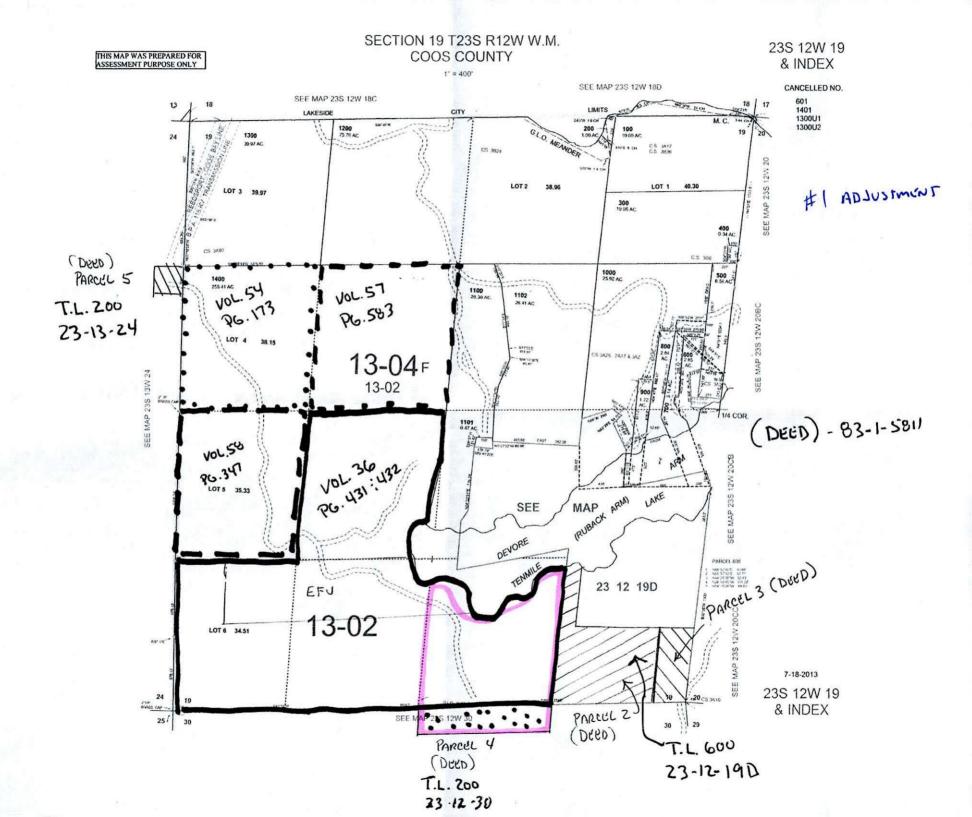
A. Land	Owner(s)	Rough & Rea	dy Lumber LLO	C - Link Pl	nillipi - President	
Mailing addre	ess: <u>P.O. Bo</u>	ox 340 - Selma,	OR 97538			144.
Phone: 541-28	87-0456			Email	linkp@rrlumber.com	
Township: 23S	Range: 12W	Sec 19	tion: ¼ Sec Selec		16 Section: Tax lot: elect 19-1400 & 19D - 600	
Tax Account	Number(s	s): <u>28500 &amp; 29</u>	200	Zone:	Select Zone Forest (F)	
Acreage Prior	to Adjustm	ent:		Acreag	e After the Adjusment	
	(All 2)	Rough & Ready		Link Philli	ppi - President	
Mailing addre	ss. P.O. Bo	x 340 - Selma,	OR 97538			
				E:1.	Control of the Contro	_
Phone: 541-28	87-0456				linkp@rrlumber.com	_
~~~~		Section:	1/4 Section:			
Phone: <u>541-28</u> Township: I		Section:	¼ Section: Select			
Township: I	Range: 12W	30		1/16 Se	ection:	
Township: I	Range: 12W Number(s)	30 41800		1/16 Se Select Zone	ection: 200	
Township: I	Range: 12W Jumber(s) to Adjustm	30 41800 eent:		1/16 Se Select Zone	Forest (F)	
Township: I 23S Tax Account N Acreage Prior	Range: 12W Jumber(s) to Adjustm	30 41800 eent:	Select	1/16 Se Select Zone Acreage	Forest (F)	

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

	se check off that all the required documents have been submitted with ments will result in an incomplete application or denial.	the application. Fa	ailure to submit
П	Purpose of the Property Line Adjustment:		
Th	e purpose of the multiple adjustments is to change the figuration termined in D-20-001	n of the discrete	parcels as
	is understood that the discrete parcels will have to be deeded o at may take place	out prior to any ac	ljustments
<u> </u>	A before and after vicinity map locating the proposed line adjustments subdivisions, partitions, other units of land and roadways.	ent or elimination i	n relocation to adjacent
V	A plot plan showing the existing boundary lines of the lots or parce approximate location for the proposed adjustment line. The plot plants 1. Within Farm and Forest at least within 30 feet of the property bearing 2. Within Rural Residential at least 10 feet of the property boundard 3. Within Controlled Development at least within 20 feet of the bear 4. Within Estuary Zones at least within 10 feet of the boundaries.  5. Within Commercial and Industrial within 10 feet of the boundaries and Industrial within 10 feet of the boundary lift there is no development within distance listed above the plan need required distance.	an needs reflect stra coundaries. pries. cundaries. ries.	uctures as follows:
	A current property report (less than 6 months old) indicating any tax easeemnts, restrictive covenants and rights-of-way, and ownerships <i>This shall be for both properties</i> . At the minimum a deed showing easements, covenants and ownership will be accepted for both properholder as part of this process.	of the property. A	title report is acceptableders, reference to
	Please list all Lien Holders name	s and addresses:	
	Property 1:		
	Property 2:		
	Please answer the following:		
	Will the adjustment create an additional Unit of land?	Yes 🗆	No 🗹
	Does property 1 currently meet the minimum parcel/lot size ?	Yes 🔲	No 🗆
	Does property 2 currently meet the mimimum parcel/lot size?	Yes 🗆	No 🗆

	Was property one created through a land division?	Yes 🗆	No 🗹
	Was property two created through a land division?	Yes 🗌	No 🗹
	Are there structures on the property?	Yes 🗸	No 🗆
	If there are structures please provide how far they are in feet from the adjust	ted bound	dary line:
	Is there a sanitation system on the one or both properties, if so, please indicate Onsite Septic S	Yes 🗸	pe of system No Public Sewer
	Is property one going to result in less than an acre and contain a dwelling?	Yes□	No 🗸
	Is property two going to result in less than an acre and contain a dwelling?	Yes 🗌	No 🗹
	Is one or both properties zoned Exclusive Farm Use or Forest?	Yes 🗸	No 🗆
	Will the property cross zone boundaries? If so, a variance request will be re-	quired.	Yes No
	Will the property line adjustment change the access point?	Yes□	No 🗹
	Section 5.0.150 Application Requirements: Applications for development (includes lar property boundary) or land use actions shall be filled on forms prescribed by the Countinformation and evidence necessary to demonstrate compliance with the applicable crit ordinance and be accompanied by the appropriate fee.	ty and sha	all include sufficient
	It shall be the duty of the Planning Director or his/her authorized representative to enforce County Zoning and Land Development Ordinance pertaining to zoning, land use, the correlargement of any structure and land divisions including the relocation of boundary under the jurisdiction of this Ordinance. Therefore, if any violations of the ordinance application will not be processed unless other resolutions are possible.	onstruction on the construction of the constru	on, erection, location thin Coos County
a	Acknowledgment Statement: I hereby declare that I am the legal owner of record of the legal owner of record of the legal owner of record and I am authorized to obtain land use approvals. The and submittal information provided are true and correct to the best of my knowled that any authorization for land use approval may be revoked if it is determined the statements, misrepresentation or in error.	ne staten edge and	ments within this form d belief. I understand
	Property Owner		
	Lil Rellini 2/25/2021		

DATE



23 -12 -38

PARCEL 4

(DUED)

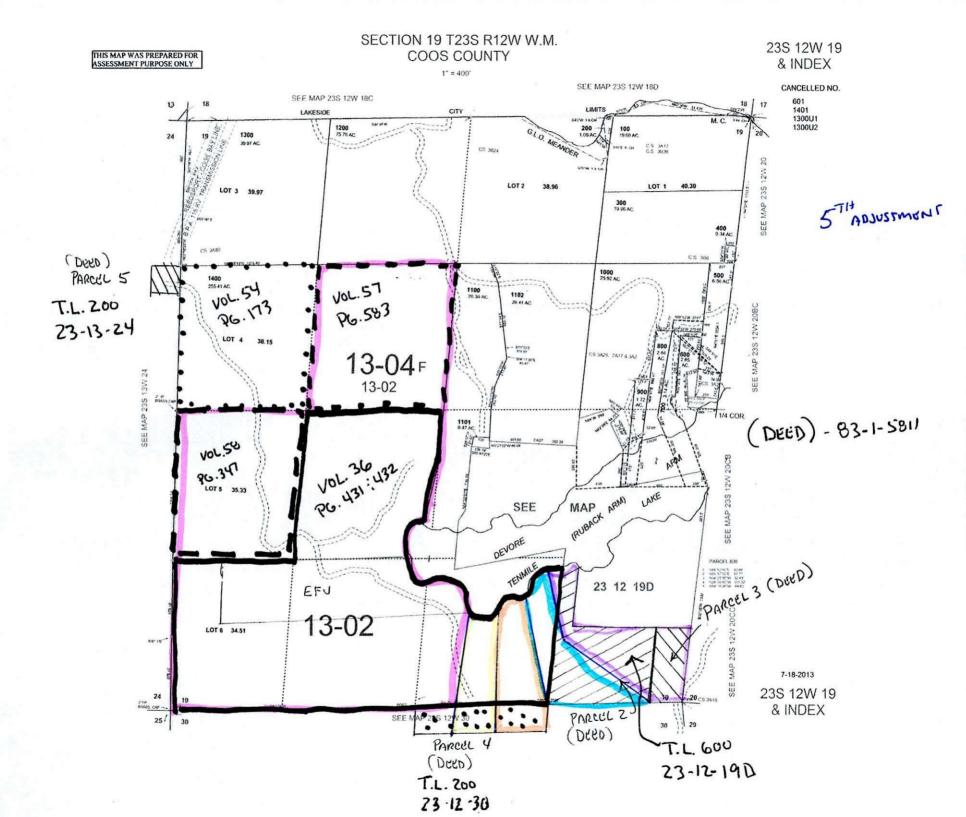
T.L. 200 23-12-30 (DERD)

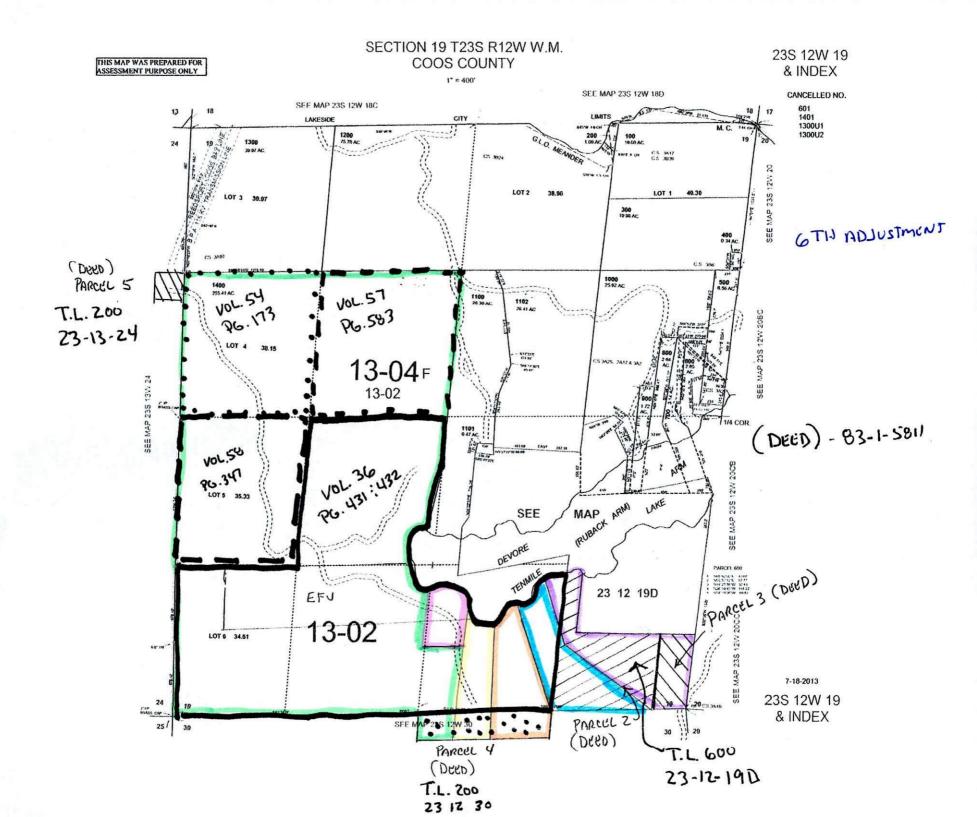
T.L. 600

23-12-190

25/ 30

23 -12 -30







# 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"): Mulkins and Rambo, LLC

PO Box 809

North Bend, OR 97459

Customer Ref.:

Order No.: 360621034498

**Effective Date:** 

February 9, 2021 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:

Rough & Ready Lumber LLC, an Oregon Limited Liability Company

Premises. The Property is:

(a) Street Address:

71291 Hilltop Drive, Lakeside, OR 97449

(b) Legal Description:

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

## Part Two - Encumbrances

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

## **EXCEPTIONS**

- The Land has been classified as Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
- Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
- Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Ten Mile Lake.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of Ten Mile Lake.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Ten Mile Lake.

- 4. Easement(s), if any and rights incidental thereto, as shown on Assessment Maps.
- 5. Any interest in any oil, gas and/or minerals, as disclosed by document

Recording Date: June 30, 1909
Recording No: Book: 54 Page: 173

The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.

 Any rights incidental to the ownership and development of the mineral interest excepted or reserved in the document

Recording Date: June 30, 1909 Recording No: Book: 54 Page: 173

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

Recording Date: September 16, 1949 Recording No: Book: 192 Page: 725

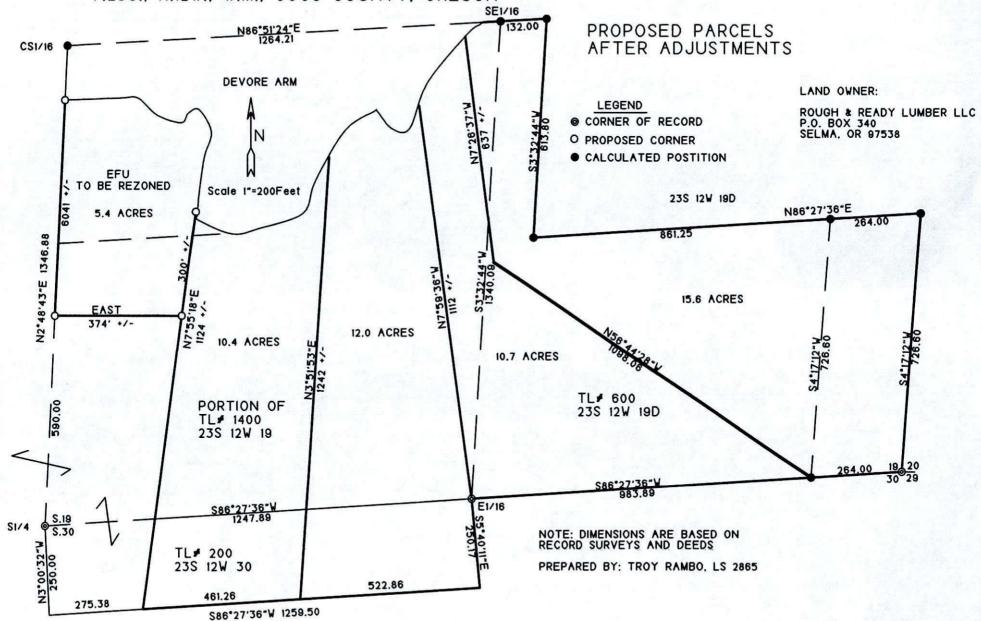
8. Any interest in any oil, gas and/or minerals, as disclosed by document

Recording Date: July 20, 1955

Recording No: Book 243, Page 671

The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.

LOCATION: SECTIONS 19 & 30.
T.23S., R.12W., W.M., COOS COUNTY, OREGON



Ticor Title Company of Oregon Order No. 360621034498

 Any rights incidental to the ownership and development of the mineral interest excepted or reserved in the document

Recording Date: July 20, 1955

Recording No: Book 243, Page 671

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

Reserved by: Carl T. Jacobson
Recording Date: July 20, 1955
Recording No: Book 243, Page 671

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

Granted to: Central Lincoln Peoples Utility District

Recording Date: August 5, 1959
Recording No: Book: 273 Page: 134

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

Amount: \$4,852,000.00 Dated: February 27, 2014

Trustor/Grantor: Rough & Ready Lumber LLC, an Oregon limited liability company

Trustee: Ticor Title Company of Oregon

Beneficiary: RR/NCF SUB-CDE, LLC, a Missouri limited liability company

Recording Date: May 10, 2018 Recording No.: 2018-04401

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

Fiscal Year: 2020-2021 Amount: \$1,852.83 Levy Code: 1304 Account No.: 28500

Map No.: 23-12-19 TL1400

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

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

Fiscal Year: 2020-2021 Amount: \$55.76 Levy Code: 1302 Account No.: 29200

Map No.: 23-12-19D TL0600

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.

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

Fiscal Year: 2020-2021 Amount: \$26.56 Ticor Title Company of Oregon Order No. 360621034498

Levy Code: Account No.: 1302 41800

Map No.:

23-12-30 TL0200

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.

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

Fiscal Year:

2020-2021

Amount:

\$20.52

Levy Code: Account No.: 1316 53000

Map No.:

23-13-24 TL0100

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.

# **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 1:

The E 1/2 of the SW 1/4; the SE 1/4 of the NW 1/4; the SW 1/4 of the SE 1/4 and all of Government Lots 4, 5 and 6 of Section 19, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM that portion as conveyed in Boundary Adjustment Deed recorded January 23, 1995 as instrument no. 95-01-0688, Deed Records of Coos County, Oregon.

#### PARCEL 2:

Beginning on the Section line between Sections 19 and 30 at a point 4 chains Westerly of the common corner to Sections 19, 20, 29 and 30 of Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence Westerly 16 chains along said Section line to the Southwest corner of the SE 1/4 of the SE 1/4 of Section 19; thence Northerly 20 chains to the Northwest corner of said quarter quarter section; thence Easterly 2 chains along the Northern Boundary of said quarter quarter section; thence South 9.30 chains; thence East 14 chains; thence South 10.70 chains to the point of beginning, being a portion of the SE 1/4 of the SE 1/4 of Section 19, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

#### PARCEL 3:

Beginning at the Southeast corner of Section 19, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence West 4 chains; thence North 10.70 chains; thence East 4 chains; thence South 10.70 chains to the place of beginning.

#### PARCEL 4:

The North 250.00 feet of the NW 1/4 of the NE 1/4 of Section 30, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

#### PARCEL 5:

A parcel of land situated in the SE 1/4 of the NE 1/4 of Section 24, Township 23 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at an iron post 1320 feet South of the Northeast corner of Section 24, Township 23 South: Range 13 West of the Willamette Meridian, Coos County, Oregon and running 300 feet South; thence 320 feet, more or less, West to a point on the County Road; thence along the County Road 300 feet, more or less, in a Northerly direction to an iron post near the centerline of the road; thence 340 feet, more or less, East to the point of beginning.

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

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

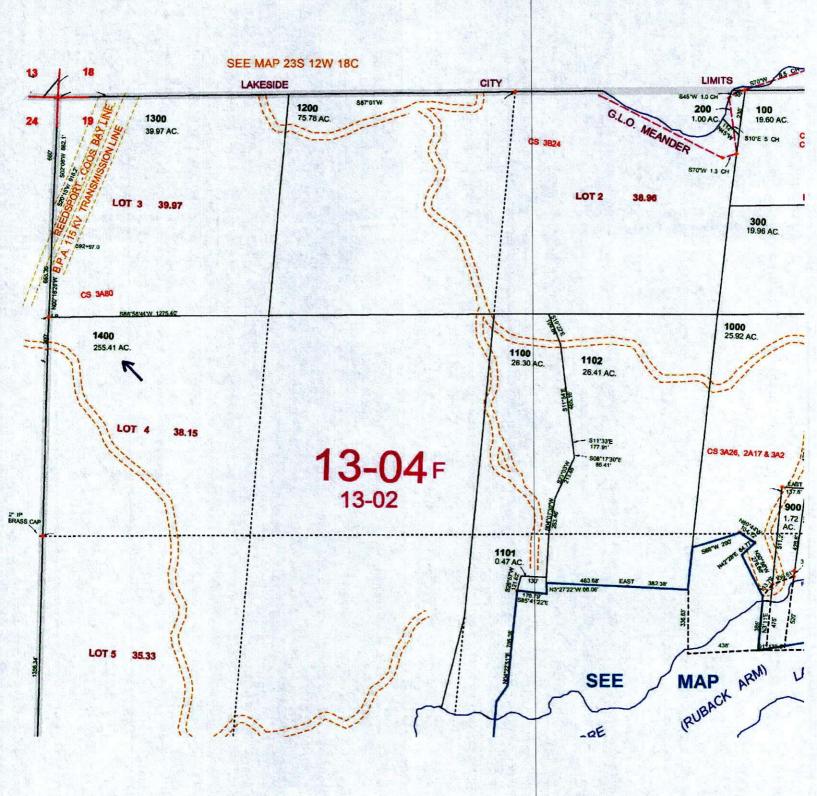
THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS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

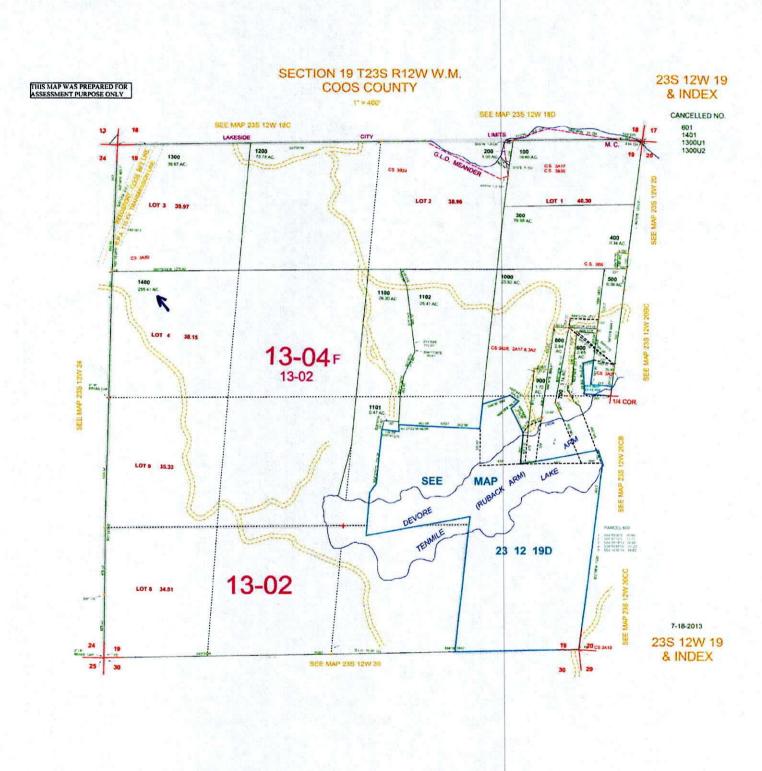
IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT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

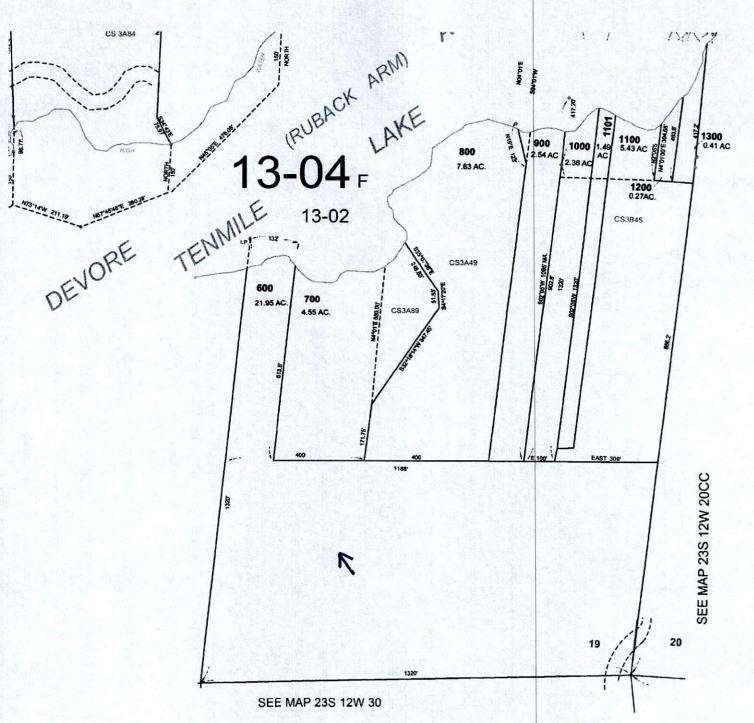
NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

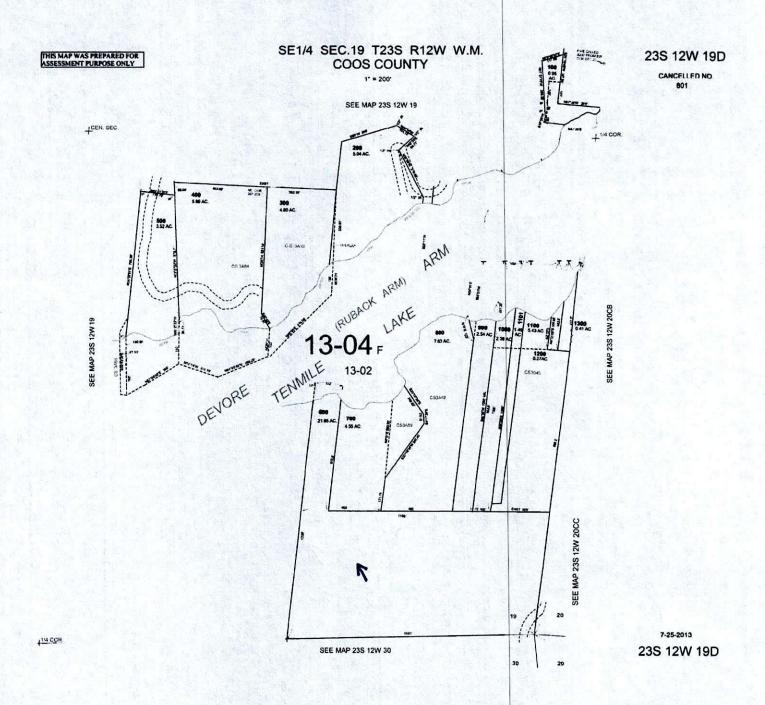
CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL,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

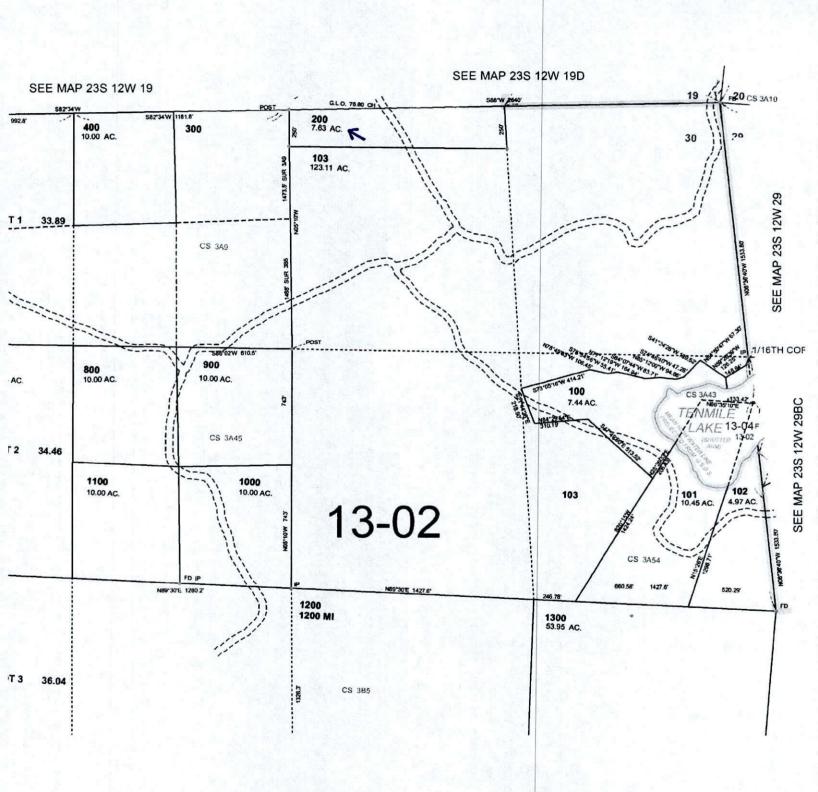
**END OF THE LIMITATIONS OF LIABILITY** 







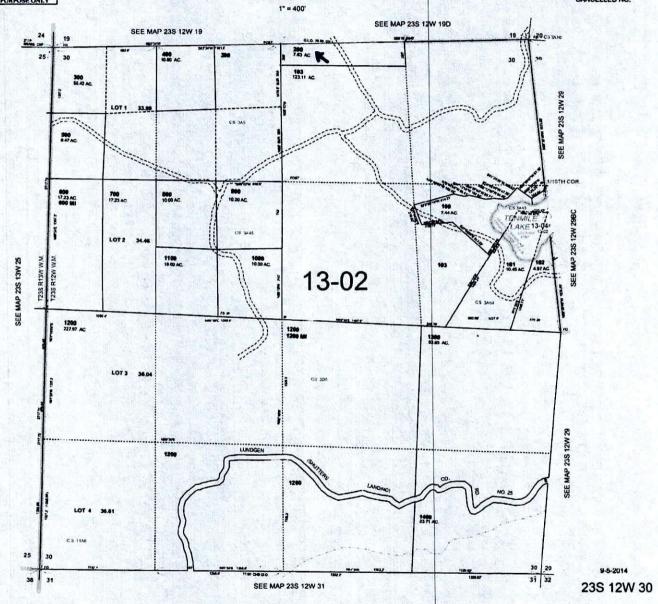


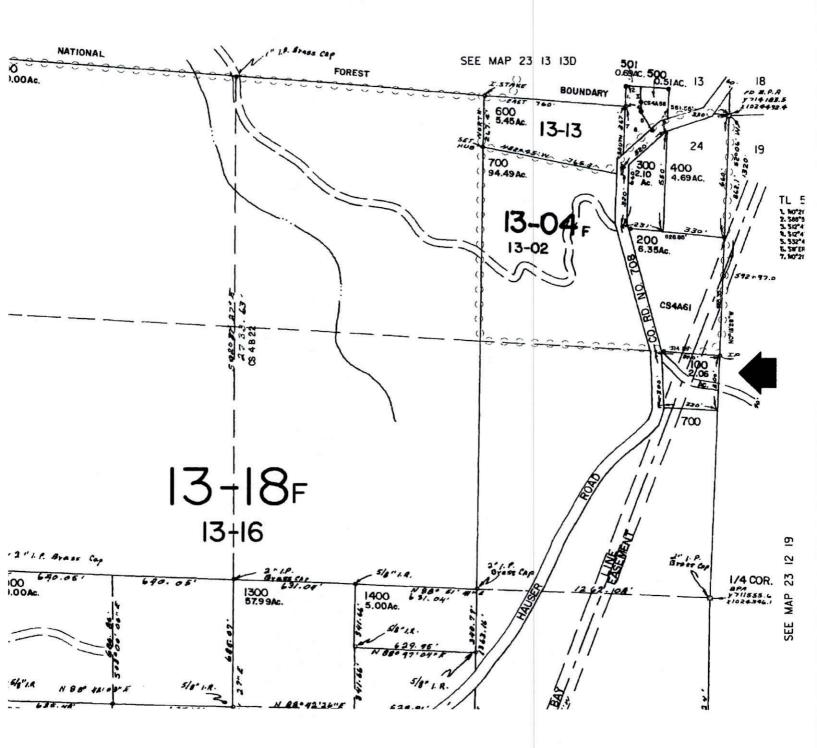


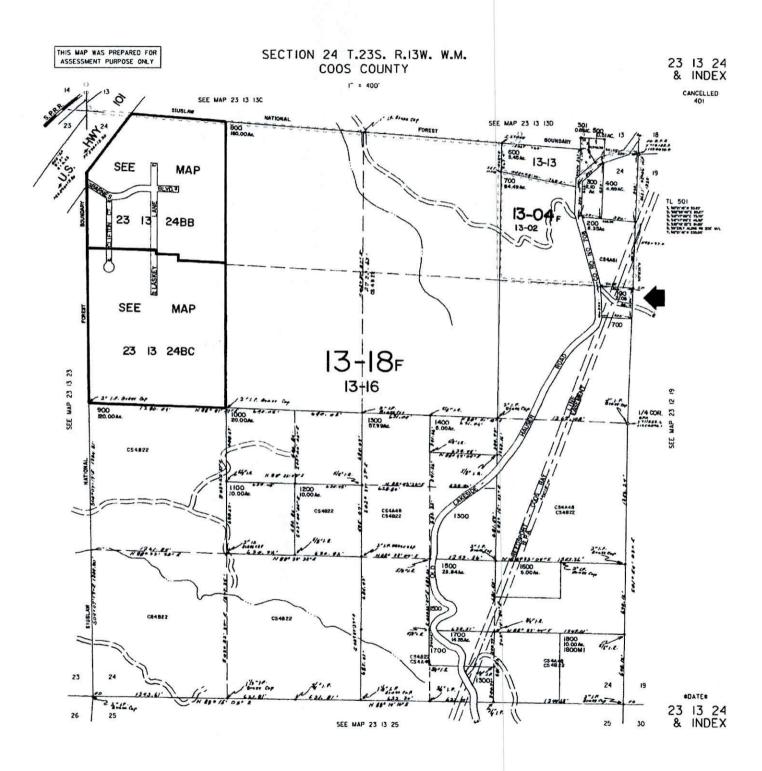
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

# SECTION 30 T23S R12W W.M. COOS COUNTY

23S 12W 30 CANCELLED NO.







#### RECORDING REQUESTED BY:



105 E 2nd Street Coquille, OR 97423

GRANTOR'S NAME:

Peter Martin, III and Alice Margaret Martin

GRANTEE'S NAME:

Rough & Ready Lumber LLC

AFTER RECORDING RETURN TO: Order No.: 360618023005-TT Rough & Ready Lumber LLC

PO Box 340 Selma, OR 97538

SEND TAX STATEMENTS TO:

Rough & Ready Lumber LLC

PO Box 340

Selma, OR 97538

APN: 28500 29200

41800

53000

ap: 23-12-19 TL 1400

23-12-19 1C 140

23-12-190 600

23-13-24 100 71291 Hilltop Drive, Lakeside, OR 97449 AFTER RECORDING RETURN TO

Ticor Title Insurance 300 West Anderson Ave - Box 1075 Coos Bay, OR 97420-0233

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COOS COUNTY, OREGON

\$66.00

2018-04396

05/10/2018 03:44:00 PM

DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=5

#### STATUTORY WARRANTY DEED

Peter Martin III and Alice Margaret Martin, who acquired title as Alice M. Myers, Alice M. Meyers-Martin and Alice Martin, as their interest may appear,, Grantor, conveys and warrants to Rough & Ready Lumber LLC, an Oregon Limited Liability Company, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

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

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS ONE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,100,000.00). (See ORS 93.030).

#### Subject to:

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

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

# STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have exe	cuted this document on the date(s) set forth below.
Dated: MAY 7, 2018	
PMach	
Peter Martin, III	
Alice Macagnet Martin by 1	Martin POA
Alice Margaret Martin by / Alice Margaret Martin by Peter Martin III, as attorney	in fact.
State of OF 15	
County of COOS	
This instrument was acknowledged before me on	57-18 by Peter Martin III individually and as
attorney in fact for Alice Margaret Martin.	by Peter Martin III Individually and as
01.0.1	
MUDERINA	OFFICIAL STAMP
Notary Public - State of	TONYA LEANNE TUCKER
5-210-18	NOTARY PUBLIC-OREGON COMMISSION NO. 928590
My Commission Expires:	MY COMMISSION EXPIRES MAY 26, 2018

# EXHIBIT "A" Legal Description

#### PARCEL 1:

The E 1/2 of the SW 1/4; the SE 1/4 of the NW ½; the SW 1/4 of the SE 1/4 and all of Government Lots 4, 5 and 6 of Section 19, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM that portion as conveyed in Boundary Adjustment Deed recorded January 23, 1995 as instrument no. 95-01-0688, Deed Records of Coos County, Oregon.

#### PARCEL 2:

Beginning on the Section line between Sections 19 and 30 at a point 4 chains Westerly of the common corner to Sections 19, 20, 29 and 30 of Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence Westerly 16 chains along said Section line to the Southwest corner of the SE 1/4 of the SE 1/4 of Section 19; thence Northerly 20 chains to the Northwest corner of said quarter quarter section; thence Easterly 2 chains along the Northern Boundary of said quarter quarter section; thence South 9.30 chains; thence East 14 chains; thence South 10.70 chains to the point of beginning, being a portion of the SE 1/4 of the SE 1/4 of Section 19, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

#### PARCEL 3:

Beginning at the Southeast corner of Section 19, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence West 4 chains; thence North 10.70 chains; thence East 4 chains; thence South 10.70 chains to the place of beginning.

#### PARCEL 4:

The North 250.00 feet of the NW 1/4 of the NE 1/4 of Section 30, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

#### PARCEL 5:

A parcel of land situated in the SE 1/4 of the NE 1/4 of Section 24, Township 23 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at an iron post 1320 feet South of the Northeast corner of Section 24, Township 23 South: Range 13 West of the Willamette Meridian, Coos County, Oregon and running 300 feet South; thence 320 feet, more or less, West to a point on the County Road; thence along the County Road 300 feet, more or less, in a Northerly direction to an Iron post near the centerline of the road; thence 340 feet, more or less, East to the point of beginning.

# **EXHIBIT "B"**

#### Exceptions

#### Subject to:

- The Land has been classified as Farm/Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
- 2. Rights of the public to any portion of the Land lying within the area commonly known as public roads. streets and highways.
- 3. Easement(s), if any and rights incidental thereto, as shown on Assessment Maps.
- Any adverse claim based upon the assertion that some portion of said Land is tide or submerged lands, or 4. has been created by artificial means or has accreted to such portion so created.
- 5. Any adverse claim based upon the assertion that:
  - a) Said Land or any part thereof is now or at any time has been below the highest of the high watermarks of Ten Mile Lake, in the event the boundary of said Ten Mile Lake has been artificially raised or is now or at any time hasbeen below the high watermark, if said Ten Mile Lake is in its natural state.
  - b) Some portion of said Land has been created by artificial means or has accreted to such portion so
  - Some portion of said Land has been brought within the boundaries thereof by an avulsive movement Ten Mile Lake, or has been formed by accretion to any such portion.
- 6. The rights of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the Land herein described, lying below the high water line of the Ten Mile Lake.

The right, title and interest of the State of Oregon in and to any portion lying below the high water line of Ten Mile Lake.

- 7. Rights and easements for navigation and fishery which may exist over that portion of said Land Ming beneath the waters of Ten Mile Lake.
- Any rights in favor of the public which may exist on said Land if said Land or portions thereof are or were 8 at any time used by the public.
- Any interest in any oil, gas and/or minerals, as disclosed by document 9.

Recording Date:

June 30, 1909

Recording No:

Book: 54 Page: 173

The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein. Any rights incidental to the ownership and development of the mineral interest excepted or reserved in the 10. document

Recording Date:

June 30, 1909

Recording No:

Book: 54 Page: 173

Any interest in any oil, gas and/or minerals, as disclosed by document 11.

Recording Date:

July 20, 1955

Recording No:

Book 243, Page 671

The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein. Any rights incidental to the ownership and development of the mineral interest excepted or reserved in the 12. document

Recording Date:

July 20, 1955

Recording No:

Book 243, Page 671

Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document; 13.

Purpose:

Recording No:

Right of way Book: 243 Page: 671

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

Granted to:

Central Lincoln Peoples Utility District

Purpose:

power line

Recording Date:

August 5, 1959

Recording No:

Book: 273 Page: 134

# **EXHIBIT "B"**

**Exceptions** 

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

Purpose: Recording Date: Recording No:

utilities September 16, 1949 Book: 192 Page: 725

Deed (Statutory Warranty) Legal ORD1368.doc / Updated: 05.01.17

OR-TT-FNOO-02743.472042-360618023005

warrent and forever defend the above granted promiser, and every part and parcel thereof, against the lawful oldina and demands of all persons whomsoever.

IN WITHESS WHEREOF, We the grantors above maded, hereunto set our hands suid seals take 28th day of June, 1909,

Signed, sealed and delivered in: the presence of us as witnesses: Jno. Wm. Haynie, Lemmett Symnton.

Isaballa Ferguson, Duncen Ferguson, (Seci)

State of Oregon:
County of Coosiss. BE IT REMEMBER, that on this 28 day of June, A. D. 1903 before no, the understraid, a notary/public for Oregon, and in and for said County and Stay, per-onally appeared the vithin named Isabella Perguson generally described as Isabella Perguson and Dundan Perguson, her hasbank, who are personally known to no to be the identical individuals. described in and who executed the within instrument, and coknowledged to me that they execute the case freely and voluntarily, and without four or computation from envonce-

IN TESTIMONY WIEIEOF, I hercunto set my hand and arterial seal, the day and your last above written.

Recorded June, 30, 1909, 9:30 A. M. James Watson, County Clerk.

(Seal)

Bennett Swenton, Notary Public for Oragon.

54-172

KNOW ALL MEN BY THEME PRESENTS, That P. A. Krick and Mary R. Krick, his wire, the first parties, in consideration of Ten Dollars and other valuable commineration, to them paid by William MoNeill, have bargelind and sold and by these presents do grant, pagetin, sell and convey unto said William McSeill, of Lakesiae Goos Chuidy, Oregon, the second perty, ide hedrs and assigns., all the following bounded and tender fried real property, situated in the County of Cons and State of Oregon, to-wit: All of Lot Four (4) or Section Nineteen (19) Township Twenty-three (25) South, Range Twelve (12) west of the Willamette Meridian, Coos County, Oregon, containing 38.15 aures, more of less; Excepting and recerving from this conveyance however tunto the first parties, their heirs end antigns, all cosl, in or upon said premises, or underlying the same, together with the right to mine and remove the same, and for that purpose to make multuble openings on spid promised and suitable rights of way for the removal thereof provided, however, and the first perties agree not to do or suffer to be done any unrecessory denses to said prehises, and agree not to unnecessarily interfero with the use and occupancy of said lands by the second party, his heirs of assigns, together with all and immediate the terements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and also all their estate, right, title and interest in and to the seme including dower and claim of dower.

TO HAVE AND TO HOLD the chove described end granted premises unto the said second party, his lairs and assigns forever. And said first parties, grantors above maded, do covernat to and with said second party the above maned grantee his being and assigns that they are lawfully selsed in fee simple of the above granted premises, that they above granted premises are iree and finishedness, and that they will and their helps, executors and administrators,

forever defend the above granted problems, and every part and parcel thorse

exics wassing county oterke DES THE BROAD METAPRIM

Signed and sonled in prosence off .

O. A. Behlbrode, 19 · E. Jorden.

Motory Public for Oregin (Leed) Q. . A. Henlbrode,

IN TECTIMONI WELLING I have become one by head and attitud by official seel the day and said sorporation. where or oregions on this 15th day of May, 1905, before me, the understand, a Motery Public for present of Gossias Or Goossa of Gossias of Goss tuoliègo to es

(Cosporate Seal)

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ROES E. KATOK

P. P. Krick,

Recorded Julie, 30, 1909, 9:30 A. Janes Retson, County Clork.

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County of Coosing. BE IF HELEBERED, That on this Sath day of June, A. 4-1909, before me, the State of dregour

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dey of June, 1909.

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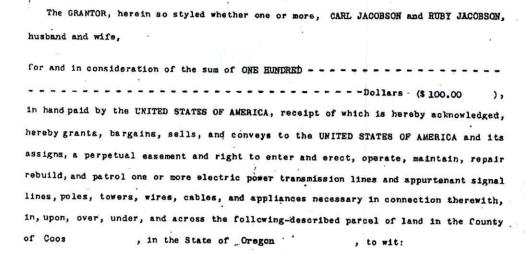
# Right of Way Easement

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VIL. 192 ACF 125 Tract No. R-CB-25 & 32

# TRANSMISSION LINE EASEMENT



That portion of Lots 11 to 18, inclusive, in Block 9, Lots 1 to 9, inclusive, in Block 10, and Lots 1 to 5, inclusive, and 11 to 14, inclusive, in Block 13 of Lakeside, a subdivision of a part of Section 18, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and that portion of the SENNET of Section 24, Township 23 South, Range 13 West of the Willamette Meridian, Coos County, described as; Beginning at the northeast corner of the SENNET of Section 24, Township 23 South, Range 13 West, Willamette Meridian; thence South a distance of 300 feet; thence West approximately 320 feet to the scunty road; thence Northerly along said county road approximately 300 feet to the north line of said SENNET; thence East approximately 340 feet to the point of beginning, which lies within a strip of land 100 feet in width, the boundaries of said strip lying 50 feet distant from, on each side of, and parallel to the survey line of the Reedsport-Coos Bay transmission line, as now located and staked on the ground over, across, upon, and/or adjacent to the above-described property, said survey line being particularly described as follows:

Beginning at survey station 529 + 48.1 a point on the north line of Section 18, Township 23 South, Range 12 West, Willamette Meridian, said point being S. 89° 20' E. a distance of 297.3 feet from the north-west corner of said Section 18; thence S. 0° 37' W. a distance of 2385.3 feet to survey station 553 + 33.4; thence S. 3° 24; W. a distance of 2835.0 feet to survey station 581 + 68.4; Bk = survey station 583 + 02.1 Ah; thence S. 20° 15' W. a distance of 10,362.4; feet to survey station 686 + 64.5; thence S. 0° 08' W. a distance of 954.8 feet to survey station 696 + 19.3 a point on the south line of Section 25, Township 23 South, Range 13 West, Willamette Meridian, said point being S. 86° 46' E. a distance of 2069.6 feet from the southwest corner of said Section 25.

### VCI 192 PAGE 726

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

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

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

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

Dated th	1s /3 d	ay or Syst	, 1949.
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	* **	5 920	Carl Jacobson
,			Ruby (acolisin)
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(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

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COUNTY	COF	Coas	1	

On the /3 day of Server, 1949, personally came before me, a notary public in and for said County and State, the within-named Carl Jacobson and Ruby Jacobson, husband and wife,

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

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



STATE OF

L. W. Oddy, County (Terk

Stranger E. Nov.
Notary Public in and for the
State of Oregon

My commission expires: /2

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COOS COUNTY, OREGON

2018-04401

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DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=29

Recording Requested By, and After Recording, Return To:

Jones Day 100 High Street, 21<sup>st</sup> Floor Boston, MA 02110 Attn: Patrick J. Cronin, Esq. AFTER RECORDING
RETURN TO
Ticor Title Insurance
300 West Anderson Ave - Box 1075
Cooe Bay, OR 97420-0233
34046 1803 3005 A

#### DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

by

ROUGH & READY LUMBER LLC, an Oregon limited liability company, as "Grantor"

to

TICOR TITLE COMPANY OF OREGON, as "Trustee"

for the benefit of

RR/NCF SUB-CDE, LLC, a Missouri limited liability company, "RR/NCF"

and

Ecotrust Sub-CDE XIV, LLC, a Delaware limited liability company "Ecotrust" together with RR/NCF, the "Beneficiary"

Dated as of May 10, 2018

The maturity date of the promissory notes given by Grantor to Ecotrust and secured by this Deed of Trust, exclusive of any option to renew or extend such maturity date, is December 31, 2039.

The maturity date of the promissory notes given by Grantor to RR/NCF and secured by this Deed of Trust, exclusive of any option to renew or extend such maturity date, is December 31, 2040.

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ORS 79.0502.

The maximum principal amount to be advanced pursuant to the credit agreements secured by this Deed of Trust may be exceeded by advances to complete construction pursuant to ORS 86.155(2)(c).

Tax account number(s) of Property: 1312501, 31800, 16702, 16707, 28500, 29200, 41800, and 53000

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### DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust") is executed as of May 10, 2018 (the "Effective Date"), by ROUGH & READY LUMBER LLC, an Oregon limited liability company ("Grantor"), to TICOR TITLE COMPANY OF OREGON ("Trustee"), for the benefit RR/NCF SUB-CDE, LLC, a Missouri limited liability company ("RR/NCF"), and Ecotrust Sub-CDE XIV, LLC, a Delaware limited liability company ("Ecotrust" together with RR/NCF, the "Beneficiary").

### ARTICLE I GRANT IN TRUST

- Section 1.01. Grant. For the purposes and upon the terms and conditions in this Deed of Trust, Grantor irrevocably grants, conveys, and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, Grantor's interest in the real property located in Coos County, Oregon, which is described in Exhibit A attached hereto and incorporated herein by reference (the "Land") and made a part hereof, which Grantor is now seized and possessed and in actual possession, together with:
- (a) all right, title, and interest of Grantor, including any after-acquired title or reversions, in and to the beds of the ways, streets, avenues, alleys, easements, rights-of-way, gaps and gores, if any, adjoining the said real property and any and all other, further, and additional right, title, or interest of any kind in or to said Land that at any time may be acquired by Grantor, all of which when acquired by Grantor shall be and become part of said real property;
- (b) all of Grantor's gas and electrical fixtures, heaters, space heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air conditioning, plumbing and heating fixtures, drapes, mirrors, mantles, refrigerating plants, dishwashers and appurtenances, and all building material and equipment now or hereafter delivered to said real property and intended to be installed therein; such other goods, furnishings, equipment now or hereafter delivered to said real property and intended to be installed therein; such other furniture, fixtures, goods, equipment, chattels and personal property delivered to said real property from time to time; and all renewals or replacements thereof or articles in substitution thereof and all of the estate, right, title and interest of Grantor in and to all property of any nature whatsoever, now or hereafter situated on said real property or intended to be used in connection with the operation thereof, all of which, to the extent permitted by law, shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto and all Persons claiming by, through or under them and shall be deemed to be a portion of the security for the Secured Obligations (defined below);
- (c) all and singular the rights, interests and appurtenances whatsoever, in any way belonging, relating or appertaining to any of said real property or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor including but not limited to all of Grantor's sewer capacity rights, all other capacity rights, and Grantor's rights under contracts, all building permits, driveway permits, and other permits, agreements, approvals, entitlements, utility commitments, licenses and all other documents, payments, fees, impact fees, prepaid tap fees, commitment fees, deposits and sums paid affecting said real property, and condemnation proceeds and insurance proceeds paid with respect to said real property;

- (d) all right, power, privilege, option, title and interest of Grantor in and under all present or future accounts, deposit accounts, investment property, documents, instruments, chattel paper, and general intangibles (including "payment intangibles") relating to said real property, as the foregoing terms are defined in the UCC (defined below), all deposits, monies or escrows held by Beneficiary or Beneficiary's agents or Affiliates (as defined in the Credit Agreements) or any accounts established pursuant hereto or pursuant to any other Loan Documents (as defined in the Credit Agreements), and all contract rights, derivative investments, letters of credit, and rate cap agreements, including casualty insurance policies and liability insurance policies, trade names, trademarks, service marks, logos, copyrights, goodwill, franchises, books, records, plans, specifications, permits, licenses, approvals, actions, claims under the United States Bankruptcy Code or any other reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction, whether now in existence or hereinafter in effect, and causes of action which now or hereafter relate to, are derived from or are used in connection with said real property or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon;
- (e) all insurance proceeds payable to Grantor in connection with any damage or harm to relating to said real property, and any and all awards and other compensations arising from the exercise of the right of eminent domain, or any purchase in lieu thereof, over all or any part of said real property or the improvements thereon or any easement or appurtenances thereof, including any award for severance or consequential damages or for any change in the grade of streets;
- (f) all of Grantor's right, title and interest, in and to all plans and specifications, and all construction, architectural, design, engineering, personal property, security and all other agreements regarding the development, construction, leasing, management or operation of said real property or the buildings, structures, or other improvements situated or to be situated thereon, and any other similar agreements that Grantor has entered into or in the future may enter into with respect to said real property or the buildings, structures, or other improvements situated or to be situated thereon, together with all additions thereto, substitutes therefor and modifications thereof;
- (g) any refunds payable to Grantor with respect to the property resulting from any appeal or reassessment of real property taxes thereof, and together with any refunds or reimbursements payable with respect to bonds, escrow accounts or reimbursements payable in connection with the use, development and ownership of said real property; and
- (h) all of Grantor's right, title and interest, if any, in and to all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims (said real property and the other property described above are collectively referred to herein as the "Property"). The listing of specific rights or property shall not be interpreted as a limitation of general terms.
- TO HAVE AND TO HOLD the Property, unto Trustee and Trustee's substitutes, successors and assigns, forever, to secure the payment of the Secured Obligations and to secure the performance of Grantor's obligations herein, and Grantor does hereby bind Grantor and Grantor's heirs, legal representatives, successors and assigns, to warrant and forever defend the Property unto Trustee and Trustee's substitutes, successors and assigns, forever, against the claim or claims of all Persons (defined below) whomsoever claiming or to claim the same, or any part thereof, subject to the Permitted Encumbrances (as defined in the Credit Agreements (defined below)).
- Section 1.02. Address. The situs address of the Property, as disclosed on the Coos County Tax Roll, is described in Exhibit A attached hereto and incorporated herein by reference. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of

this Deed of Trust on the Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control.

# ARTICLE II OBLIGATIONS SECURED

- Section 2.01. Obligations Secured. Grantor makes this grant and assignment for the purpose of securing the following obligations (each, a "Secured Obligation" and, collectively, the "Secured Obligations"):
- (a) payment to Beneficiary of all sums at any time owing and performance of all other obligations arising under or in connection with the following:
  - (i) that certain QLICI Loan A Note, dated February 27, 2014, in the original principal amount of Four Million Eight Hundred Fifty-Two Thousand and No/100 Dollars (\$4,852,000.00), with interest as provided therein, executed by Grantor and R&R QALICB for the benefit of Ecotrust or its successors or assigns, and maturing on December 31, 2039;
  - (ii) that certain QLICI Loan B Note, dated February 27, 2014, in the original principal amount of Four Million Eight Hundred Forty-Eight Thousand and No/100 Dollars (\$4,848,000.00), with interest as provided therein, executed by Grantor and R&R QALICB for the benefit of Ecotrust or its successors or assigns, and maturing on December 31, 2039;
  - (iii) that certain QLICI Loan A Note, dated November 6, 2014, in the original principal amount of SEVEN MILLION SIX HUNDRED FORTY THOUSAND SIX HUNDRED AND NO/100 DOLLARS (U.S. \$7,640,600.00), with interest as provided therein, executed by Grantor and R&R QALICB, LLC, an Oregon limited liability company ("R&R QALICB") for the benefit of RR/NCF or its successors or assigns, and maturing on December 31, 2040;
  - (iv) that certain QLICI Loan B Note, dated November 6, 2014, in the original principal amount of THREE MILLION ONE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (U.S. \$3,139,400.00), with interest as provided therein, executed by Grantor and R&R QALICB for the benefit of RR/NCF or its successors or assigns, and maturing on December 31, 2040;
  - (v) the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the notes referred to in (i) and (ii) above (such notes, as the same may be amended, extended, modified, supplemented, restated, refinanced, substituted or renewed, being referred to herein individually as a "Note" and collectively, the "Ecotrust Notes"), whether or not specifically referenced therein, and as set forth in that certain Credit Agreement, dated as of the February 27, 2014, by and among Grantor and R&R QALICB, as borrowers, and Ecotrust, as lender (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "Ecotrust Credit Agreement");
  - (vi) the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the notes referred to in (iii) and (iv) above (such notes, as the same may be amended, extended, modified, supplemented, restated, refinanced, substituted or renewed, being referred to herein individually as a "Note", collectively as the "RR/NCF Notes", and together with the Ecotrust Notes, the "Notes"), whether or not specifically referenced therein, and as set forth in that certain Credit Agreement, dated as of the November 6,

- 2014, by and among Grantor and R&R QALICB, as borrowers, and RR/NCF, as lender (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "RR/NCF Credit Agreement" and together with the Ecotrust Credit Agreement, the "Credit Agreements");
- (b) payment and performance of all obligations of Grantor under this Deed of Trust, together with all advances, payments or other expenditures made by Beneficiary or Trustee, in accordance with the terms hereof following the occurrence and during the continuance of an Event of Default, as or for the payment or performance of any such obligations of Grantor;
- (c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Deed of Trust recites are secured hereby;
- (d) payment to Beneficiary of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Beneficiary in connection with any Secured Obligation;
- (e) payment and performance of all funds advanced by Beneficiary to or for the benefit of Grantor and/or R&R QALICB pursuant hereto or pursuant to any other Loan Document (as defined in the Credit Agreements); and
- (f) all modifications, extensions and renewals of any of the Secured Obligations (including, without limitation, (i) modifications, extensions or renewals at a different rate of interest; or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.
- Section 2.02. Obligations. The term "obligations" is used herein in its most comprehensive sense except as otherwise expressly provided herein and in the Loan Documents and includes any and all advances, debts, obligations and liabilities heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, joint or several, including, without limitation, all principal, interest, charges, including prepayment charges and late charges, and loan fees at any time accruing or assessed on any Secured Obligation. In the event any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.
- Section 2.03. Incorporation. All terms of the Secured Obligations are incorporated herein by reference and made a part hereof. All Persons (as defined in the Credit Agreements) who may have or acquire an interest in the Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) any Note or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

#### ARTICLE III RESERVED

# ARTICLE IV RIGHTS AND DUTIES OF THE PARTIES

- Section 4.01. Title. Grantor warrants that, except as disclosed to Beneficiary in that certain first mortgage title insurance policy Grantor is providing Beneficiary in accordance with the Credit Agreements, Grantor (i) lawfully possesses and holds good and indefeasible fee simple title to the Land and the improvement on the Land and (ii) has not encumbered any other item of the Property, without limitation on the right to encumber, as herein provided, and that Grantor intends that this Deed of Trust create and constitute a valid lien on the Property.
- Section 4.02. Taxes and Assessments. Section 5.17 of the RR/NCF Credit Agreement and Section 5.18 of the Ecotrust Credit Agreement are incorporated herein by reference and made a part hereof.
- Section 4.03. Performance of Secured Obligations. Grantor shall promptly pay and perform each Secured Obligation when due.
- Section 4.04. Liens, Encumbrances and Charges. Section 6.2 of the Credit Agreements are incorporated herein by reference and made a part hereof.
- Section 4.05. Insurance; Casualty or Condemnation. Section 5.7 of the Credit Agreements and Exhibit D of the RR/NCF Credit Agreement and Exhibit E of the Ecotrust Credit Agreement are incorporated herein by reference and made a part hereof.
- Section 4.06. Taxes and Other Liens. Section 5.3 of the Credit Agreements are incorporated herein by reference and made a part hereof.
- Section 4.07. Books and Records. Sections 5.8 and 5.9 of the Credit Agreements are incorporated herein by reference and made a part hereof.
- Section 4.08. Maintenance and Preservation of Property. Subject to the provisions of any Secured Obligation, Grantor covenants:
  - (a) to keep the Property in good condition and repair;
- (b) without the prior written consent of Beneficiary (such consent in Beneficiary's reasonable discretion), not to (i) remove or demolish the Property (Permitted Transfers, as defined below, excepted), (ii) materially alter or add to the Property, or (iii) commit or permit waste of the Property, except as reasonably contemplated by Grantor to maintain, preserve, or increase the value of the Property or its utility to the business of Grantor on the Property or to comply with any requirements described in clause (e) below:
- (c) without the prior written consent of Beneficiary (such consent in Beneficiary's reasonable discretion), not to initiate or acquiesce in any change in any zoning or other land classification which affects the Property;

- (d) to restore promptly and in good workmanlike manner any portion of the Property which may be damaged or destroyed, unless Beneficiary requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in Section 4.05; and
- (e) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise affect the Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability, except where and to the extent that the failure to comply or suffering of a violation could not reasonably be expected to have a Material Adverse Effect (as defined in the Credit Agreements) on or to Grantor or the Property.

The following notice is provided pursuant to ORS 746.201(1):

#### WARNING:

UNLESS GRANTOR PROVIDES BENEFICIARY WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THE CREDIT AGREEMENTS, BENEFICIARY MAY PURCHASE INSURANCE AT GRANTOR'S EXPENSE TO PROTECT BENEFICIARY'S INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT GRANTOR'S INTEREST. IF THE PROPERTY BECOMES DAMAGED, THE COVERAGE BENEFICIARY PURCHASES MAY NOT PAY ANY CLAIM GRANTOR MAKES OR ANY CLAIM MADE AGAINST GRANTOR. GRANTOR MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT GRANTOR HAS OBTAINED PROPERTY COVERAGE ELSEWHERE.

GRANTOR IS RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY BENEFICIARY. THE COST OF THIS INSURANCE MAY BE ADDED TO GRANTOR'S LOAN BALANCE. IF THE COST IS ADDED TO GRANTOR'S LOAN BALANCE, THE INTEREST RATE ON THE NOTES WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE GRANTOR'S PRIOR COVERAGE LAPSED OR THE DATE GRANTOR FAILED TO PROVIDE PROOF OF COVERAGE.

THE COVERAGE BENEFICIARY PURCHASES MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE GRANTOR CAN OBTAIN ON ITS OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

Section 4.09. Hazardous Substances; Environmental Provisions. Pursuant to the Environmental Indemnity (as defined in the Credit Agreements), Grantor, R&R QALICB and Perpetua Forests (as defined in the Credit Agreements) have fully indemnified Beneficiary for certain environmental matters concerning the Property, as more particularly described therein. All terms, conditions, obligations, and agreements set

forth the Environmental Indemnity are incorporated herein by reference and made a part hereof and this Deed of Trust shall secure the obligations of Grantor, R&R QALICB and Perpetua Forests thereunder. Grantor agrees to abide by all terms, conditions, obligations, and agreements set forth in the Environmental Indemnity.

Section 4.10. Protection of Security. Grantor shall, at Grantor's sole cost and expense: (a) protect, preserve, warrant and defend the Property and Grantor's title and right to possession of the Property against all adverse claims, subject to Permitted Encumbrances; (b) if Grantor's interest in the Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee under this Deed of Trust against all adverse claims, subject to Permitted Encumbrances. Grantor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any adverse claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or similar action relating to or affecting the Property and, if Grantor's interest in the Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

Section 4.11. Acceptance of Trust; Powers and Duties of Trustee. Trustee accepts this trust when this Deed of Trust is executed. Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trusts and the enforcement of the rights and remedies available under this Deed of Trust, and may obtain orders or decrees directing, confirming or approving acts in the execution of said trusts and the enforcement of said rights and remedies. Except as may be required by applicable law, Trustee has no obligation to notify any Person of any pending sale or any action or proceeding (including, but not limited to, actions in which Grantor, Beneficiary or Trustee shall be a party) unless held or commenced and maintained by Trustee under this Deed of Trust. Trustee shall not be obligated to perform any act required of it under this Deed of Trust unless the performance of the act is requested in writing and Trustee is reasonably indemnified against all losses, costs, liabilities and expenses in connection therewith.

Section 4.12. Indemnification of Covered Persons and Reimbursement. Section 5.12 of the Credit Agreements are incorporated herein by reference and made a part hereof (and Grantor acknowledges and agrees that Trustee is a Covered Person under and as defined in Section 5.12 of the Credit Agreements). As therein and herein provided, Grantor shall pay upon demand, after expenditure, all reasonable sums expended for expenses paid or incurred by Trustee or Beneficiary pursuant to any of the terms of this Deed of Trust or in any action or proceeding relating directly or indirectly to the Secured Obligations in which Beneficiary or Trustee may appear or be made a party, whether or not pursued to final judgment, and in any exercise of any of the rights or remedies granted to Beneficiary by this Deed of Trust or any of the other Loan Documents, whether or not any such right or remedy is exercised to completion. Such expenses shall include, without limitation, court costs, expenses for evidence of title, appraisals, inspections and surveys and reasonable trustees' and attorneys' fees. In addition, Grantor shall pay upon demand the ordinary and reasonable fees, costs, and expenses of Trustee in connection with any such action or proceeding.

#### Section 4.13. Substitution of Trustee.

- (a) Trustee may resign by written notice to Beneficiary.
- (b) Beneficiary may remove Trustee at any time, with or without cause, by an instrument in writing executed by Beneficiary.

- (c) If Trustee dies, resigns or becomes disqualified, or fails or refuses to resign upon request by Beneficiary, or if, for any reason, Beneficiary prefers to appoint a substitute or successor trustee, Beneficiary has full power to appoint a substitute or successor trustee without any formality other than appointment and designation in writing executed by Beneficiary. This authority extends to the appointment of several substitute or successor trustees in succession until the Secured Obligations are paid in full.
- (d) Upon the making of any appointment and designation, all of the estate and title of Trustee in the Property vests in the named successor or substitute Trustee; and said successor or substitute Trustee succeeds to and holds, possesses and executes all the rights, powers, privileges, immunities and duties conferred upon Trustee by this Deed of Trust, without any further act, deed or conveyance, as if originally named as Trustee herein.
- (e) All references in this Deed of Trust to "Trustee" shall refer to any Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder. Grantor hereby ratifies and confirms all acts lawfully done by Trustee or any successor or successors, substitute or substitutes, by virtue hereof.
- (f) Upon the written request of Beneficiary or of the successor Trustee, the resigned or removed Trustee shall execute and deliver an instrument transferring to any successor Trustee all the estates, properties, rights, powers and trusts of such resigned or removed Trustee and duly assign, transfer and deliver any of the property and moneys held by said resigned or removed Trustee to the duly appointed successor Trustee.
- Section 4.14. Due on Sale or Encumbrance. Except as permitted by the provisions of any Secured Obligation or by applicable law, if the Property or any interest therein shall be sold, transferred (including, without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Grantor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law (each of which actions and events is called a "Transfer"), without the prior written consent of Beneficiary (such consent in Beneficiary's sole and absolute discretion), then Beneficiary may declare all Secured Obligations immediately due and payable in full. Grantor shall notify Beneficiary in writing of each Transfer within 5 calendar days of the date thereof. Notwithstanding the foregoing, sales or transfers of items of the Property which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new shall not constitute a "Transfer."
- Section 4.15. Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any Person having any interest at any time in the Property or in any manner obligated under any Secured Obligation (each, an "Interested Party"), Beneficiary may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Property or any other security for any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any Interested Party, or release or impair the priority of the lien of this Deed of Trust upon the Property.

#### Section 4.16. Defeasance and Termination.

- (a) All of the covenants and agreements of Grantor herein shall survive the execution and delivery of this Deed of Trust and shall continue in force until an express written release hereof is executed by Beneficiary.
- (b) If Grantor shall perform faithfully each and all of the covenants and agreements herein contained and shall pay the Secured Obligations in full, and shall satisfy all obligations secured hereby, then, and then only, this Deed of Trust shall be released upon Grantor's written request and at Grantor's expense, by documentation in form and substance satisfactory to Beneficiary (and Beneficiary shall promptly upon such request execute, acknowledge, and deliver same to Grantor). No release of this Deed of Trust or the lien hereof shall be valid unless executed by Beneficiary.
- (c) It is expressly contemplated that Grantor may from time to time become additionally indebted to Beneficiary, all of which indebtedness shall be secured by this Deed of Trust until the lien hereof is so released in writing by Beneficiary.
- Section 4.17. Subrogation. Beneficiary shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Beneficiary pursuant to this Deed of Trust or by the proceeds of any Secured Obligation.

# ARTICLE V DEFAULT PROVISIONS

- Section 5.01. Event of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Deed of Trust, the Credit Agreements, and the other Loan Documents:
- (a) Grantor and/or R&R QALICB fail to pay (i) any installment of principal or interest payable pursuant to the Notes when due, or (ii) any other amount payable to Beneficiary under the Notes, this Deed of Trust or any of the other Loan Documents when any such payment is due in accordance with the terms hereof or thereof, and in each case, such failure continues after the giving of any required notice under the applicable Loan Document and the expiration of any applicable cure period thereunder;
- (b) Without the prior written consent of Lender (such consent in Lender's reasonable discretion), Grantor attempts or purports to enter into any lease, sublease, license, rental agreement or other agreement of any kind, whether oral or written, pursuant to which a party holds rights of occupancy of any of the Property (each, a "Lease"), and Grantor acknowledges and agrees that (i) any such Lease shall be void ab initio and (ii) there shall be no cure period for a breach of this Event of Default.
- (c) the existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Deed of Trust that continues unremedied following notice given by Beneficiary to Grantor and R&R QALICB and the expiration of the applicable cure period specified in Section 8.1(i)(ii) of the RR/NCF Credit Agreement and Section 8.1(l)(ii) of the Ecotrust Credit Agreement;
- (d) Grantor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Grantor under the this Deed of Trust; provided, however, that if such failure by its nature and the terms of this Deed of Trust can be cured, then so long as the continued operation and safety of the Property, and the priority, validity and enforceability of the liens created by this Deed of Trust or any of the other Loan Documents and the value of the Property are not impaired, threatened or jeopardized, then Grantor shall have a period ("Cure Period") of 30 calendar days after Grantor obtains actual knowledge of such failure or receives

written notice of such failure to cure the same and an Event of Default shall not be deemed to exist during the Cure Period, provided further that if Grantor commences to cure such failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for 30 additional calendar days, but in no event shall the Cure Period be longer than 60 calendar days in the aggregate; or

- (e) the occurrence of any "Event of Default" (as defined in the Credit Agreements).
- Section 5.02. Rights and Remedies. Upon the occurrence and continuance of an Event of Default, Beneficiary shall have all the following rights and remedies:
- (a) with or without notice of demand, presentment or any other notice of any kind, including, without limitation, notice of intention to accelerate and notice of acceleration, all of which are expressly waived by Grantor, to declare all Secured Obligations immediately due and payable in full;
- (b) with or without notice, without releasing Grantor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Event of Default of Grantor and, in connection therewith: (i) to enter upon the Property and to do such acts and things as Beneficiary deems necessary or desirable to protect the security of this Deed of Trust, including, without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Beneficiary, is senior in priority to this Deed of Trust, the judgment of Beneficiary being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate Persons to assist them;
- (c) to commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Deed of Trust as a mortgage or to obtain specific enforcement of the covenants of Grantor under this Deed of Trust, and Grantor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Grantor waives the defenses of laches and any applicable statute of limitations;
- (d) to apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Grantor consents to such appointment;
- (e) to take and possess all documents, books, records, papers and accounts of Grantor or the then owner of the Property; to make or modify any agreements with respect to the Property upon such terms and conditions as Beneficiary deems proper; and to make repairs, alterations and improvements to the Property deemed necessary, in the reasonable judgment of Beneficiary, to protect or enhance the security hereof;
- (f) to direct Trustee to foreclose the liens and security interests of this Deed of Trust by Trustee's sale, by judicial foreclosure or in any other manner allowed at law or in equity, in which case Beneficiary or the agent of Beneficiary shall give notice of the foreclosure sale as provided herein or as required by applicable law, and to exercise any and all remedies and rights given hereunder or in any other instrument securing payment of or relating to the Secured Obligations and to exercise any and all remedies available at law or in equity;

- (g) to resort to and realize upon the security hereunder and any other security now or later held by Beneficiary concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received in accordance with Section 5.03, all in such order and manner as Beneficiary shall determine in its sole and absolute discretion;
- (h) upon sale of the Property at any judicial or non-judicial foreclosure, Beneficiary may credit bid (as determined by Beneficiary in its sole and absolute discretion) all or any portion of the Secured Obligations in lieu of cash payment. Any Person, including Trustee, Grantor or Beneficiary, may purchase at such sale; and
- (i) exercise all other rights and remedies provided in Section 8.2 of the Credit Agreements or the other Loan Documents, all of which are incorporated herein by reference and made a part hereof.
- Section 5.03. Application of Foreclosure Sale Proceeds. After deducting all reasonable fees, costs and expenses of Trustee, and of this Deed of Trust, including costs of evidence of title and reasonable attorneys' fees, costs and expenses in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including, without limitation, all sums expended by Beneficiary under the terms hereof and not then repaid, with accrued interest at the highest applicable "Default Rate" under the Notes), in such order and amounts as Beneficiary shall determine in its sole and absolute discretion; and the remainder, if any, to the Person or Persons legally entitled thereto.
- Section 5.04. Application of Other Sums. All sums received by Beneficiary or any agent or receiver thereof, less all reasonable fees, costs, and expenses incurred by Beneficiary or such agent or receiver, including reasonable attorneys' fees, costs and expenses, shall be applied to payment of the Secured Obligations in such order as Beneficiary shall determine in its sole and absolute discretion; provided, however, that Beneficiary shall not have any liability for funds it does not actually receive.
- Section 5.05. No Cure or Waiver. None of (a) the entry upon and taking possession of the Property by Beneficiary, Trustee or any receiver, (b) any collection of insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, (c) the application of any collected sum to any Secured Obligation, or (d) the exercise of any other right or remedy by Beneficiary, Trustee or any receiver shall impair the status of the security of this Deed of Trust, or cure or waive any breach, Event of Default or notice thereof, or nullify the effect of any notice of an Event of default or sale (unless all Secured Obligations and any other sums then due hereunder and the other Loan Documents have been paid in full and Grantor has cured all other continuing Events of Default), or prejudice Beneficiary or Trustee in the exercise of any right or remedy, or be construed as an affirmation by Beneficiary of any tenancy, lease or option of the Property or a subordination of the lien of this Deed of Trust.
- Section 5.06. Power to File Notices and Cure Events of Default. Grantor hereby irrevocably appoints Beneficiary and its successors and assigns as Grantor's true attorney-in-fact to perform any of the following powers upon the occurrence and during the continuance of an Event of Default, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Beneficiary deems appropriate to protect its interest; and (b) to perform any obligation of Grantor hereunder; provided, however, that Beneficiary, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Beneficiary, and Beneficiary shall not be liable to Grantor or any other Person for any failure to act under this Section 5.06.

Section 5.07. Remedies Cumulative; No Waiver. All rights, powers and remedies of Beneficiary and Trustee hereunder are cumulative and are in addition to all rights, powers and remedies provided by applicable law or in any other agreements between Grantor and Beneficiary (including but not limited to the Credit Agreements and the other Loan Documents). The rights, powers and remedies of Beneficiary hereunder shall not be interpreted to curb, limit extinguish or otherwise modify the rights, powers and remedies of Beneficiary under the Credit Agreements or any of the other Loan Documents, which may be more expansive. No delay, failure or discontinuance of Beneficiary in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy hereunder or under the Credit Agreements or any of the other Loan Documents; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or under the Credit Agreements or any of the other Loan Documents.

Section 5.08. Foreclosure. If Beneficiary exercises the right to foreclose the liens and security interests of this Deed of Trust by Trustee's sale, Beneficiary and Trustee shall do so in the following manner and upon the following terms and conditions:

Trustee's Sale. Upon request of Beneficiary, upon the occurrence and continuance of an Event of Default, Trustee will sell all or any part of the Property, as directed by Beneficiary, at public auction to the highest bidder for cash (or for such cash equivalents as are allowed by applicable law and are acceptable to Beneficiary). Trustee may sell the Property either as a whole or in separate parcels and in such manner and order, all as Beneficiary may determine in its sole and absolute discretion. Neither Grantor nor any other Person shall have the right to direct the order in which the Property is sold. The sale will take place at the area of the courthouse properly designated from time to time by the commissioners court (or, if not so designated by the commissioners court, at the courthouse door) of any county in Oregon in which any part of the Property consisting of real property being sold is located, between the hours of 10:00 a.m. and 4:00 p.m. on the first Tuesday in any month. If required by applicable law, the commencement of the sale must occur within three hours following the time designated in the notice of sale as the earliest time that the sale will occur. Any sale may be postponed or adjourned by announcement at the time and place appointed for the sale without further notice except as may be required by law. Trustee is not required to have either physical or constructive possession of the Property or to exhibit, present or display any of the Property being sold. Payment of the purchase price to Trustee satisfies the obligation of any purchaser at the sale. The purchaser is not responsible for the application of the purchase price. Following receipt of the purchase price, Trustee will execute and deliver to the purchaser or purchasers at the sale good and sufficient conveyances, conveying the property so sold to the purchaser or purchasers in fee simple with general warranty of title. The recitals in said conveyances of any matters or facts shall be conclusive proof of the truthfulness thereof. The conveyances will be executed on behalf of, and will be binding upon, Grantor. If any sale made under this Deed of Trust is not completed or is defective in the opinion of Beneficiary, the sale will not exhaust the power of sale set forth in this Deed of Trust, and Beneficiary shall have the right to cause a subsequent sale or sales to be made.

The sale or sales of less than all of the Property shall not exhaust the power of sale herein granted. If the proceeds of such sale or sales of less than all of the Property shall be less than the aggregate amount of the Secured Obligations, and the expense of executing this trust, this Deed of Trust shall remain in full force and effect as to the unsold portion of the Property. Beneficiary may bid, and being the highest bidder therefor, become the purchaser of any or all of the Property at any trustee's or foreclosure sale hereunder and shall have the right to credit the amount of the bid upon the unpaid amount of the Secured Obligations in lieu of cash payment.

(b) Notice. At least 21 calendar days preceding the date of the sale, Beneficiary or Trustee must: (i) post written notice of the time, place and terms of the sale (including the earliest time that the sale will occur) at the courthouse door (or other area in the courthouse designated by applicable law for such public notices) in each county in which any portion of the Property is located; (ii) file a copy of the notice in the office of the county clerk in each county in which any portion of the Property is located; and (iii) serve Grantor and each debtor obligated to pay all or any portion of the Secured Obligations according to the records of Beneficiary with written notice of the proposed sale by certified mail. If no area of the courthouse has been designated by the commissioners' court where sales are to take place, the notice of sale shall designate the area where the sale is to take place. Service of the notice is complete upon deposit of the notice, enclosed in a postpaid certified mail wrapper, properly addressed to Grantor and each such debtor at the most recent address shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any individual having knowledge of the facts to the effect that such service was completed is prima facie evidence of the fact of service.

Section 5.09. Waiver of Redemption, Notice, and Marshaling of Assets. To the fullest extent permitted by applicable law, Grantor irrevocably and unconditionally waives and releases: (a) all benefit that may accrue to Grantor by virtue of any present or future law or judicial decision exempting the Property from attachment, levy, or sale on execution, or providing for any appraisement, valuation, stay of execution, exemption from civil process, right of redemption (equitable or legal), or extension of time for payment and (b) any right to a marshaling of assets or sale in inverse order of alienation or rights pertaining to the administration of the estates of descendants or any other right or matter which would defeat the right of Beneficiary to sell the Property for the collection of the Secured Obligations (without any prior or different resort for collection).

Section 5.10. Tenancy at Will. If Beneficiary forecloses the liens under this Deed of Trust at a time when Grantor or Grantor's heirs, devisees, representatives, successors, assigns or any other Persons claiming any interest in the Property by, through or under Grantor are occupying or using all or any part of the Property, each occupant immediately will become the tenant of the purchaser at the foreclosure sale. The tenancy will be a tenancy at will at a reasonable rental per day established by the purchaser and based upon the value of the portion of the Property occupied. Rent will be due daily to the purchaser. If the tenant fails to surrender possession of the Property upon written demand, the purchaser may institute and maintain an action for forcible entry and detainer.

### ARTICLE VI SECURITY AGREEMENT AND FIXTURE FILING

Section 6.01. Uniform Commercial Code Security Agreement. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code as adopted by the State of Oregon (as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time, the "UCC") for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the UCC, and Grantor hereby grants and conveys to Beneficiary a first and prior security interest in all of the Property that constitutes personal property (the "Collateral," for purposes of this Article VI), whether now owned or hereafter acquired; provided however, that such Collateral does not include Grantor's rights, title, and interest in and to Grantor's "inventory" and "accounts" (each as defined in the UCC). Grantor agrees that Beneficiary may file this Deed of Trust, or a reproduction hereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Collateral. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Beneficiary may submit for filing any financing statements, as well as extensions, renewals and

amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may deem appropriate to perfect a security interest with respect to the foregoing items. Grantor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all costs and expenses of any record searches for financing statements Beneficiary may reasonably require.

### Section 6.02. Grantor expressly warrants and covenants:

- (a) Except for the security interest granted hereby, Grantor is the owner of the Collateral free from any lien, security interest or encumbrance other than the Permitted Encumbrances and the liens permitted by the terms of the Credit Agreements.
- (b) The Collateral is used or bought primarily for use in the business of Grantor or an affiliate of Grantor and not for consumer purposes.
- (c) Grantor's business address is as stated below. To the extent that any Collateral constitutes tangible personal property, that portion of such Collateral is located at or on or is used or owned for or in connection with the Property.
- (d) Grantor shall promptly notify Beneficiary of any change in the location of the Collateral or any change in Grantor's principal place of business.
- (e) Grantor shall pay when due, prior to delinquency, all taxes and assessments of every nature which may be levied or assessed against the Collateral, except to the extent being contested in good faith by appropriate proceedings.
- (f) Except for liens in favor of Beneficiary, without Beneficiary's prior written consent (such consent in Beneficiary's sole and absolute discretion), Grantor shall not permit or allow any lien, security interest or encumbrance whatsoever upon the Collateral and shall not permit the Collateral to be attached or replevied, except for Permitted Encumbrances and as may otherwise be permitted by the Credit Agreements.

In the absence of the occurrence and continuance of an Event of Default, Grantor may have possession of the Collateral and use it in any lawful manner; upon the occurrence and continuance of an Event of Default, Beneficiary shall have the immediate right to the possession of the Collateral.

Upon the occurrence and continuance of an Event of Default, Beneficiary shall have the remedies of a secured party under the UCC, and Beneficiary may also invoke the remedies otherwise provided in this Deed of Trust or any of the other Loan Documents as to such items. In exercising any of said remedies, Beneficiary may proceed against the items of real property and any items of Collateral specified above separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the UCC or any of the other remedies provided in this Deed of Trust or any of the other Loan Documents. Within 10 calendar days following any request therefor by Beneficiary given after the occurrence or during the continuance of any Event of Default, Grantor shall prepare and deliver to Beneficiary a written inventory specifically listing all of the Collateral covered by the security interest herein granted, consistent in form, content, and specificity as Grantor maintains its books and records concerning such Collateral in the ordinary course of its business, which inventory shall be certified by Grantor as being true, correct, and complete in all material respects.

Portions of the Collateral are goods which are or are to become fixtures relating to the Property, and Grantor covenants and agrees that the filing of this Deed of Trust in the real estate records of the county where the Property is located shall also operate from the time of filing as a fixture filing in accordance with Section 9-334 of the UCC.

Section 6.03. Rights of Beneficiary. In addition to Beneficiary's rights as a "Secured Party" under the UCC, Beneficiary may, but shall not be obligated to, at any time without notice and at the expense of Grantor: (a) give notice to any person of Beneficiary's rights hereunder and enforce such rights at law or in equity; (b) insure, protect, defend and preserve the Collateral or any rights or interests of Beneficiary therein; (c) inspect the Collateral; and (d) endorse, collect and receive any right to payment of money owing to Grantor under or from the Collateral. Notwithstanding the above, in no event shall Beneficiary be deemed to have accepted any property other than cash in satisfaction of any obligation of Grantor to Beneficiary unless Beneficiary shall make an express written election of said remedy under ORS 79.0620, or other applicable law.

Section 6.04. Rights of Beneficiary on Default. Upon the occurrence and continuance of an Event of Default under this Deed of Trust, then in addition to all of Beneficiary's rights as a "Secured Party" under the UCC or otherwise at law:

- (a) Beneficiary may (i) upon written notice, require Grantor to assemble any or all of the Collateral and make it available to Beneficiary at a place designated by Beneficiary; (ii) without prior notice, enter upon the Property or other place where any of the Collateral may be located and take possession of, or without removal, render equipment unusable, and collect, sell, lease, license or otherwise dispose of any or all of the Collateral, and store the same at locations acceptable to Beneficiary at Grantor's expense; and (iii) sell, assign, lease, license and deliver at any place or in any lawful manner all or any part of the Collateral and bid and become the purchaser at any such sales.
- (b) Beneficiary may, for the account of Grantor and at Grantor's expense: (i) operate, use, consume, sell, lease, license or dispose of the Collateral as Beneficiary deems appropriate for the purpose of performing any or all of the Secured Obligations; (ii) enter into any agreement, compromise, or settlement, including insurance claims, which Beneficiary may deem desirable or proper with respect to any of the Collateral; and (iii) endorse and deliver evidences of title for, and receive, enforce and collect by legal action or otherwise, all indebtedness and obligations now or hereafter owing to Grantor in connection with or on account of any or all of the Collateral.
- (c) In disposing of Collateral hereunder, Beneficiary may disclaim all warranties of title, possession, quiet enjoyment and the like. Any proceeds of any disposition of any Collateral may be applied by Beneficiary to the payment of expenses incurred by Beneficiary in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Beneficiary toward the payment of the Secured Obligations in such order of application as Beneficiary may from time to time elect.

Notwithstanding any other provision hereof, Beneficiary shall not be deemed to have accepted any property other than cash in satisfaction of any obligation of Grantor to Beneficiary unless Grantor shall make an express consent to the acceptance under ORS 79.0620, or other applicable law. Grantor agrees that Beneficiary shall have no obligation to process or prepare any Collateral for sale or other disposition.

Section 6.05. Fixture Filing. The following information is provided in order that this Deed of Trust shall comply with the requirements of the UCC for instruments to be filed as financing statements and with other requirements of applicable law:

(a) Name of Grantor (Debtor) & Type of ROUGH & READY LUMBER LLC, an Organization: Oregon limited liability company

Address of Grantor: P.O. Box 519

Cave Junction, OR 97523

(b) Name of RR/NCF (Secured Party) & RR/NCF SUB-CDE, LLC, a Missouri limited

Type of Organization: liability company

Address of Beneficiary: 1455 NW Irving Street, Suite 590

Portland, OR 97209

Name of Ecotrust (Secured Party) & Ecotrust Sub-CDE XIV, LLC, a Delaware

Type of Organization: limited liability company

Address of Beneficiary: 721 NW Ninth Avenue, Suite 200

Portland, OR 97209-3448

(c) Record Owner of Real Estate GRANTOR

Described on Exhibit A hereto:

(d) Grantor's Jurisdiction of Oregon Organization or Incorporation:

(e) Organizational No.: 086606-15

# ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.01. No Merger. No merger shall occur as a result of Beneficiary acquiring any other estate in, or any other lien on, the Property.

Section 7.02. Execution of Documents. Grantor agrees, upon demand by Beneficiary or Trustee, to execute any and all documents and instruments required to effectuate the provisions of this Deed of Trust.

Section 7.03. Right of Inspection. Section 5.9(a) and (c) of the Credit Agreements are incorporated herein by reference and made a part hereof.

Section 7.04. Notices. Except for any notice required under Section 5.08(b) or as otherwise required pursuant to any applicable law, any notice, request, demand, consent, approval, direction, agreement, or other communication (any "notice") required or permitted hereunder must be in writing and will be validly given only if (a) sent by a nationally-recognized courier that obtains receipts, (b) delivered personally by a courier that obtains receipts, (c) mailed by United States certified mail (with return receipt requested and postage prepaid), (d) sent by facsimile (with a copy of such facsimile and proof of transmission thereof sent

via one of the methods of delivery set forth in clauses (a), (b) or (c) hereof), or (e) sent by email (with a copy of such email and proof of transmission thereof sent via one of the methods of delivery set forth in clauses (a), (b) or (c) hereof unless specified herein that such notice may be provided exclusively by email), addressed to the applicable Person at the address set forth on Schedule A to this Deed of Trust. Each notice shall be effective upon being so sent, delivered, or mailed, but the time period for response or action shall run from the date of receipt as shown on the delivery receipt. Refusal to accept delivery or the inability to deliver because of a changed address for which no notice was given shall be deemed received. Any Person may periodically change its address for notice (including different or additional addresses for copies) by giving the other party at least 10 calendar days' prior notice in accordance with the foregoing provisions.

Section 7.05. Successors; Assignment. This Deed of Trust shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that this Section 7.05 does not waive the provisions of Section 4.14. Beneficiary reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, the rights and benefits of Beneficiary under the applicable Notes, any and all other Secured Obligations and this Deed of Trust, but only to the extent permitted under Section 10.10 of the Credit Agreements. The term "Beneficiary" shall include any subsequent holder of any or all of Beneficiary's Secured Obligations.

Section 7.06. Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Property" means all and any part of or interest in the Property; (c) all Article and Section headings herein are for convenience of reference only, are not a part of this Deed of Trust, and shall be disregarded in the interpretation of any portion of this Deed of Trust; and (d) all terms of Exhibit A, and each other Exhibit and Schedule attached hereto and recorded herewith, are incorporated herein by reference and made a part hereof. In the event of any conflict between the terms of this Deed of Trust and the Credit Agreements, (i) the terms of the Credit Agreements shall control and (ii) the provisions of this Deed of Trust are deemed amended to conform to the terms of the Credit Agreements.

Section 7.07. Severability of Provisions. If any provision of this Deed of Trust shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Deed of Trust.

Section 7.08. Homestead. Grantor represents and agrees that if Grantor is an individual, no part of the Property constitutes or shall constitute any part of his or her personal, business or rural homestead.

Section 7.09. Relationship of Parties. No right or benefit conferred on Beneficiary under this Deed of Trust shall constitute or be deemed to constitute Beneficiary a partner or a joint venturer with Grantor. Grantor and Beneficiary specifically acknowledge that the relationship between Grantor and Beneficiary is solely that of grantor under and beneficiary of this Deed of Trust and that all payments required to be made by Grantor to Beneficiary under this Deed of Trust and/or the Secured Obligations are required solely by reason of that relationship.

Section 7.10. Savings Clause. Section 15 (Usury Savings) of each Note is incorporated herein by reference and made a part hereof.

Section 7.11. CHOICE OF LAW; WAIVER OF JURY TRIAL AND CERTAIN OTHER RIGHTS; SUBMISSION TO JURISDICTION; SERVICE OF PROCESS.

- (a) THE VALIDITY OF THIS DEED OF TRUST, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF GRANTOR, TRUSTEE, AND BENEFICIARY WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON, WITHOUT GIVING EFFECT TO CONFLICT OR CHOICE OF LAW PRINCIPLES.
- (b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR, TRUSTEE, AND BENEFICIARY (BY ACCEPTING THIS DEED OF TRUST) HEREBY AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS DEED OF TRUST SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE CITY OF PORTLAND, STATE OF OREGON. GRANTOR, TRUSTEE, AND BENEFICIARY (BY ACCEPTING THIS DEED OF TRUST) HEREBY WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 7.11.
- TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR, TRUSTEE, AND BENEFICIARY (BY ACCEPTING THIS DEED OF TRUST) HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS DEED OF TRUST OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS DEED OF TRUST. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR, TRUSTEE, AND BENEFICIARY (BY ACCEPTING THIS DEED OF TRUST) HEREBY (i) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF GRANTOR, TRUSTEE, OR BENEFICIARY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (ii) ACKNOWLEDGE THAT GRANTOR HAS BEEN INDUCED TO ENTER INTO, AND BENEFICIARY HAS BEEN INDUCED TO ACCEPT, THIS DEED OF TRUST BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.11.
- (d) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR, TRUSTEE, AND BENEFICIARY (BY ACCEPTING THIS DEED OF TRUST) HEREBY AGREE THAT ANY PROCESS OR NOTICE OF MOTION OR OTHER APPLICATION TO ANY SUCH COURT IN CONNECTION WITH ANY ACTION OR PROCEEDING MAY BE SERVED UPON EACH PERSON BY REGISTERED OR CERTIFIED MAIL TO OR BY PERSONAL SERVICE AT THE LAST KNOWN ADDRESS OF SUCH PERSON, WHETHER SUCH ADDRESS BE WITHIN OR OUTSIDE THE JURISDICTION OF ANY SUCH COURT.
- (e) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST TRUSTEE, BENEFICIARY, OR ANY AFFILIATE OF ANY OF THE FOREGOING, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR

- AS A RESULT OF, THIS DEED OF TRUST OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- (f) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR HEREBY WAIVES THE BENEFITS OF ALL VALUATION, APPRAISEMENT, HOMESTEAD, EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS, NOW IN FORCE OR WHICH MAY HEREAFTER BECOME LAWS.
- Section 7.12. Enforcement Costs. In the event of any action at law or in equity to enforce the provisions of this Deed of Trust or to secure relief or damages for the breach of this Deed of Trust, the prevailing party shall be entitled to payment or reimbursement, as applicable, of its costs, expenses and fees (including without limitation reasonable attorneys', accountants', experts', and consultants' costs, expenses and fees, court costs and investigative expenses prior to trial, at trial and on appeal) incurred in such proceedings from the non-prevailing party.
- Section 7.13. Commercial Property. Grantor covenants and warrants that the Property is used by Grantor exclusively for business and commercial purposes. Grantor also covenants and warrants that this Deed of Trust is not and will at all times continue not to be a residential trust deed as that term is defined in ORS 86.705(6).
- Section 7.14. NO ORAL COMMITMENTS NOTICE. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY THE LENDER CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY THE LENDER TO BE ENFORCEABLE.
- Section 7.15. Rights of Beneficiary; Intercreditor. References to the rights of Beneficiary hereunder shall be deemed to be the rights of RR/NCF and Ecotrust individually, subject in all instances to the terms and provisions of the Intercreditor Agreement (as such term is defined in the RR/NCF Credit Agreement).

[REMAINDER OF PAGE BLANK; SIGNATURE & NOTARY PAGES TO FOLLOW.]

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust, Security Agreement and Fixture Filing as a sealed instrument as of the Effective Date.

GRANTOR:

ROUGH & READY LUMBER LLC, an Oregon limited liability company

By: R&R QALICB, LLC, an Oregon limited liability company, its sole member

By: Perpetua Lumber Company, an Oregon corporation, its manager

By:

Name: Link Phillippi Title: President

Name: Jennifer Krauss Phillippi Title: Secretary

STATE OF OREGON

COUNTY OF DOSCOUNT

Before me, a Notary Public in and for said County and State, personally appeared Link Phillippi, the President of Perpetua Lumber Company, an Oregon corporation, the managing member of R&R QALICB, LLC, an Oregon limited liability the company, the sole member of Rough & Ready Lumber LLC, an Oregon limited liability company, who, being duly sworn upon his oath, acknowledged the execution of the above and foregoing Deed of Trust, Security Agreement and Fixture Filing for and on behalf of said limited liability company.

Dated this 3 day of 1na, 2018.

Notary Public, State of Oregon

My Commission Expires: 8 2500

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STATE OF OREGON §
COUNTY OF DOSPULA §

Before me, a Notary Public in and for said County and State, personally appeared Jennifer Krauss Phillippi, the Secretary of Perpetua Lumber Company, an Oregon corporation, the managing member of R&R QALICB, LLC, an Oregon limited liability the company, the sole member of Rough & Ready Lumber LLC, an Oregon limited liability company, who, being duly sworn upon her oath, acknowledged the execution of the above and foregoing Deed of Trust, Security Agreement and Fixture Filing for and on behalf of said limited liability company.

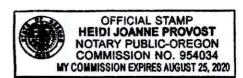
Dated this 3 day of May 2018.

Notary Public, State of Oregon

My Commission Expires: 8 25 20

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SCHEDULE A PAGE 2 OF 2
DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING



### SCHEDULE A

### **Notice Addresses of Parties**

(1) If to Grantor: Rough & Ready Lumber LLC

P.O. Box 340
Selma, OR 97538
Attention: President
Facsimile: 541-597-2003
Email: linkp@rrlumber.com

With a copy to: Nelson & Nelson PLLC

605 Fifth Avenue, Suite 100

Seattle, WA 98104

Attention: Tom Nelson, Esq. Facsimile: 206-607-1852 Email: tnelson@nelsonpllc.com

And copies to: The addresses set forth under (4) below.

(2) If to Beneficiary: RR/NCF Sub-CDE, LLC

c/o United Fund Advisors, LLC 1455 NW Irving Street, Suite 590

Portland, OR 97209

Attention: Cam Hasle
Email: cam@unitedfundadvisors.com

With a copy to: Leverage Law Group, LLC

4501 College Boulevard, Suite 280

Leawood, KS 66211

Attention: Paul O'Hanlon, Esq.

Email: paul.ohanlon@leveragelaw.com

And copies to: The addresses set forth under (5) below.

(3) If to Beneficiary: Ecotrust Sub-CDE XIV, LLC

721 NW Ninth Avenue, Suite 200

Portland, OR 97209-3448

Attention: Adam Lane, CFO/COO

Facsimile: 503-467-0753 Email: adam@ecotrust.org

With a copy to: Future Unlimited Law PC

P.O. Box 2776

SCHEDULE A PAGE 2 OF 2 DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING Yelm, WA 98597

Attention: Ruth Sparrow, Esq. Facsimile: 360-458-2509

Email: rsparrow@futureunlimitedlaw.com

And copies to: The addresses set forth under (5) below.

(4) If to Trustee:

Ticor Title Company of Oregon

c/o Fidelity National Title Insurance Company

600 University Street, Suite 2424

Seattle, WA 98101

And copies to:

The addresses set forth under (5) below.

(5) Copy Parties:

Chase Community Equity, LLC c/o JPMorgan Chase Bank, N.A. 10 S. Dearborn Street, 19th Floor

Mail Code: IL1-0953 Chicago, IL 60603-5506

Attention: NMTC Asset Manager

Facsimile: 312-325-5050

Email: nmtc.reporting@chase.com

With a copy to:

Chase Community Equity, LLC c/o JPMorgan Chase Bank, N.A.

New Markets Tax Credit Group

560 Mission Street
San Francisco, CA 94105
Attention: Corinne J. Ingrassia
Facsimile: 415-644-2257

Email: corinne.j.ingrassia@jpmchase.com

And a copy to:

Jones Day

100 High Street, 21st Floor

Boston, MA 02110

Attention: Douglas R. Banghart, Esq.

Facsimile: 617-449-6999

Email: dbanghart@jonesday.com

[REMAINDER OF PAGE BLANK]

### **EXHIBIT A**

#### **DESCRIPTION OF PROPERTY**

#### PARCEL 1:

The E 1/2 of the SW 1/4; the SE 1/4 of the NW ½; the SW 1/4 of the SE 1/4 and all of Government Lots 4, 5 and 6 of Section 19, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM that portion as conveyed in Boundary Adjustment Deed recorded January 23, 1995 as instrument no. 95-01-0688, Deed Records of Coos County, Oregon.

#### PARCEL 2

Beginning on the Section line between Sections 19 and 30 at a point 4 chains Westerly of the common corner to Sections 19, 20, 29 and 30 of Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence Westerly 16 chains along said Section line to the Southwest corner of the SE 1/4 of the SE 1/4 of Section 19; thence Northerly 20 chains to the Northwest corner of said quarter quarter section; thence Easterly 2 chains along the Northern Boundary of said quarter quarter section; thence South 9.30 chains; thence East 14 chains; thence South 10.70 chains to the point of beginning, being a portion of the SE 1/4 of the SE 1/4 of Section 19, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

#### PARCEL 3:

Beginning at the Southeast corner of Section 19, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence West 4 chains; thence North 10.70 chains; thence East 4 chains; thence South 10.70 chains to the place of beginning.

#### PARCEL 4:

The North 250.00 feet of the NW 1/4 of the NE 1/4 of Section 30, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

#### PARCEL 5:

A parcel of land situated in the SE 1/4 of the NE 1/4 of Section 24, Township 23 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at an iron post 1320 feet South of the Northeast corner of Section 24, Township 23 South: Range 13 West of the Willamette Meridian, Coos County, Oregon and running 300 feet South; thence 320 feet, more or less, West to a point on the County Road; thence along the County Road 300 feet, more or less, in a Northerly direction to an iron post near the centerline of the road; thence 340 feet, more or less, East to the point of beginning.

#### PARCEL 6:

The South 1/2 of the North 1/2 of Section 25, Township 30 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

### PARCEL 6A:

Together with an easement for ingress and egress as recorded June 23, 1979 as microfilm no. 79-6-7419 and easement recorded September 9, 1976 as microfilm no. 76-9-13363.

#### PARCEL 7:

EXHIBIT A PAGE 1 OF 3
DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

That part of the North half of the Southwest quarter, Section 9, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying South and East of the following described line: Beginning at a point which is 1020.30 feet North and 309.20 feet East of the Government meander corner which is 691.68 feet North of the Southwest corner of Section 9, Township 23 South, Range 12 West of the Willamette Meridian, said point being also the Northeast corner of the property described in Deed Book 234, Page 646, Records of Coos County, Oregon; thence North 27° 29' East 567.84 feet; thence North 72° 53' East 133.26 feet; thence South 65° 00' East 715.64 feet; thence East 165.92 feet; thence North 69° 43' East 157.73 feet; thence North 70° 29' East 528.33 feet; thence North 66° 00' East 319.45 feet; thence North 7° 15' East 346.24 feet to the South line of the property described in Deed Book 219, Page 444, Records of Coos County, Oregon, said South line also being the South line of the South half of the Northwest quarter of Section 9, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING therefrom that portion of the North half of the Southwest quarter lying West and South of the following described line: Beginning at a point which is 1020.30 feet North and 309.20 feet East of the Government meander corner which is 691.68 feet North of the Southwest corner of Section 9, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, said point also being the Northeast corner of the property described in Deed Book 234, Page 646, Records of Coos County, Oregon; thence South 70.50 feet; thence South 88° 00' East 467.34 feet; thence South 38° 30' East 392.02 feet; thence South 64° 30' East 57.56 feet to the 1/16 line on the South side of the North half of the said Northwest quarter of said Section 9, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

ALSO EXCEPTING from the first described tract a strip of land 60 feet wide by 4,517 feet in length in the Southwest quarter of Section 9, in Township 23 South, Range 12 West of the Willamette Meridian in Coos County, Oregon, lying within the North half of the Southwest quarter of said Section 9, intended to provide ingress and egress to the Conliffe subdivision and the Woodsum subdivision, the centerline of said strip of land is more particularly described as follows:

Begin at a point which is 3025.86 feet North 89° 47' West from the East quarter corner of said Section 9, said point being also on the South line of that property described in Book 219, Page 444 of the Coos County Deed Records, and also being 30 feet Easterly from the Northeast corner of the Conliffe subdivision; thence Southwesterly parallel to and 30 feet from the outside boundary of Conliffe subdivision to a point 33.82 feet East of the Initial Point of Conliffe subdivision; thence South 40.50 feet to a point 30.02 feet North of the North boundary of Woodsum subdivision; thence Southeasterly parallel to and 30 feet from the North boundary of Woodsum subdivision to a point 30.65 feet North 32° 11' East of the Northeast corner of Woodsum subdivision.

#### PARCEL 7A:

Together with a right of way for ingress and egress as disclosed by document recorded June 18, 1993 as microfilm no. 93-06-0829, Records of Coos County, Oregon.

#### PARCEL 8

The SE 1/4 of the SE 1/4 of Section 20, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM that portion conveyed to Coos County for road purposes as described in Warranty Deed recorded August 13, 1965 as Microfilm Reel No. 65-08-0348.

PARCEL 8A:

EXHIBIT A PAGE 2 OF 3
DEED OF TRUST. SECURITY AGREEMENT AND FIXTURE FILING

Together with an easement for ingress and egress as created in Amended Decree filed January 18, 1981 in Coos County Circuit Court Case 78-31, a certified copy of which was recorded in the Coos County Deed Records on February 07, 2000, as Microfilm Reel No. 2000-1106.

Together with an easement for ingress and egress as created by Easement recorded January 12, 1981 as Microfilm Reel No. 81-1-0452, Deed Records of Coos County, Oregon.

[REMAINDER OF PAGE BLANK]

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

### **Real Property Assessment Report**

FOR ASSESSMENT YEAR 2021

**NOT OFFICIAL VALUE** 

**Tax Status** 

**Acct Status** 

Deed Reference #

Sales Date/Price

Subtype

Appraiser

**ASSESSABLE** 

2018-4396

05-07-2018 / \$1,100,000.00

SUSAN VINEYARD

**ACTIVE** 

NORMAL

February 8, 2021 12:42:45 pm

Account #

28500

Map # Code - Tax #

**Legal Descr** 

23S12190001400

1304-28500

See Record

**Mailing Name** Agent

**ROUGH & READY LUMBER LLC** 

In Care Of

Mailing Address

PO BOX 340 SELMA, OR 97538-0340

**Prop Class RMV Class** 

861 801 MA

SA NH LKF

Unit 01 06 834-1

Situs Address(s) Situs City ID# 71291 HILLTOP DR LAKESIDE

			AND THE RESERVE	Value Sum	mary			
Code Are	a	RMV	MAV	AV	SAV	MSAV	RMV Exception	CPR %
1304	Land Impr.	160,842 1,000				Lar Imp		
Code A	rea Total	161,842	295,370	147,960	37,282	23,400	0	
Gr	and Total	161,842	295,370	147,960	37,282	23,400	0	

Code Area	ID#	RFPD Ex	Plan Zone	Value Source	Land Breakdow TD%	n LS	Size	Land Class	LUC	Trended RMV
1304	10	7	F, EFU	Market	100	A	1.00	HS	001	73,600
1304	50	戸	F, EFU	Market	100	Α	4.00	MV	001	12,490
1304	20	П	F, EFU	Market	100	Α	12.00	MV	001	37,470
1304	30	$\sqcap$	F/EFU	Small Tract Forest land	100	Α	198.41	STF-C	006*	31,817
1304	40		F/EFU	Small Tract Forest land	100	Α	40.00	STF-D	006*	5,465
					Grand T	otal	255.41			160.842

Code Area	ID#	Yr Built	Stat Class	Improvement Breakdow Description	n TD%	Total Sq. Ft.	Ex% MS Acct#	Trended RMV
1304	1	1992	142	One story with basement-Class 4	100	100 4,300	Lon de la comp	1,000
				Gran	d Total	4,300		1,000

Code Type Area

Exemptions/Special Assessments/Potential Liability

#### NOTATION(S):

- FARM/FOREST POT'L ADD'L TAX LIABILITY **FOREST**
- BOPTA STIPULATION ADDED 2021

1/26/21 BoPTA #20-4 - Stipulated before board convened. Corrected w/ AFF #21379. MJS

■ SUBDIVIDED/PARTITION/CH 92 ADDED 2021 1/26/21 Roll stipulated values forward. MJS

1304

#### FIRE PATROL:

■ FIRE PATROL TIMBER **■ FIRE PATROL SURCHARGE**  **Amount Amount**  430.57 Acres 47.50

255.41

2021 Year 2021 Year

Comments:

**DEVORE ARM/E SIDE** 

## STATEMENT OF TAX ACCOUNT

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

(541) 396-7725

8-Feb-2021

**ROUGH & READY LUMBER LLC PO BOX 340** SELMA OR 97538-0340

Tax Account # Account Status 28500

Roll Type Situs Address

Real

71291 HILLTOP DR LAKESIDE OR 97449

Lender Name Loan Number

Property ID 1304

Interest To Feb 15, 2021

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	(\$2,257.17)	(\$2,257.17)	\$0.00	\$0.00	\$1,852.83	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,914.98	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,806.53	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,697.25	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,585.10	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,479.52	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,245.90	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$732.65	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,645.21	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,529.83	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,795.10	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,718.70	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,716.73	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,578.45	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,508.45	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,529.76	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,387.07	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,898.24	Nov 15, 2003
	Total	-\$2,257.17	-\$2,257.17	\$0.00	\$0.00	\$52,622.30	

### TAX NOTATION...

NOTATION CODE DATE ADDED DESCRIPTION

SPLIT CODE

4-Jun-2014

AFFIDAVIT #20303 - #99917428 COMBINED INTO #28500 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

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

2/8/2021 12:44:00 PM

Account #

28500

Мар

23S1219-00-01400

Owner

**ROUGH & READY LUMBER LLC** 

**PO BOX 340** 

SELMA OR 97538-0340

Name

Type

**OWNER** 

Name ROUGH & READY LUMBER LLC

**OWNER** 

**ROUGH & READY LUMBER LLC** 

Ownership

Own Pct

Type

OWNER

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

## **Real Property Assessment Report**

FOR ASSESSMENT YEAR 2021

**NOT OFFICIAL VALUE** 

February 8, 2021 12:49:29 pm

Account #

29200

Map# Code - Tax # 23S1219D000600

1302-29200

See Record

Legal Descr **Mailing Name** 

**ROUGH & READY LUMBER LLC** 

Agent

In Care Of

Mailing Address

**PO BOX 340** SELMA, OR 97538-0340

Prop Class **RMV Class** 

860 800

MA 01

NH Unit SA 06 LKF 843-1 **Tax Status** 

ASSESSABLE

**Acct Status** Subtype

**ACTIVE NORMAL** 

Deed Reference # 2018-4396

Sales Date/Price

05-07-2018 / \$1,100,000.00

**Appraiser** 

Situs Add	dress(s)			Situs (	City				
				Value Sumi	mary				
Code Area		RMV	MAV	AV	SAV	MSAV		RMV Exception	
1302	Land Impr.	3,519 0			4.85		Land Impr.	0	
Code A	Area Total	3,519	0	2,210	3,519	2,210		0	
Gr	and Total	3,519	0	2,210	3,519	2,210	108	0	

Code				Plan		Land Breakdow	1					т	rended
Area	ID#	RFF	D Ex	Zone	Value Source	TD%	LS	Size	Land	Class	LUC		MV
1302	10	2		F	Small Tract Forest lan	nd 100	Α	21.95	5 51	F-C	006*		3,519
						Grand T	otal	21.95	5				3,519
Code Area		D#	Yr Built	Stat Class	Description	Improvement Break	down	TD%	Total Sq. Ft.	Ex%	MS Acct #		Trended RMV
							rand Total		0	)			0
Code Area	Туре				Exemptions/	Special Assessments	/Potential I	Liability					
				T'L ADD'I	L TAX LIABILITY								
1302	11.0	<b>~</b> 1 .											
FIRE	PATR	UL:											

## STATEMENT OF TAX ACCOUNT

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

(541) 396-7725

8-Feb-2021

**ROUGH & READY LUMBER LLC** PO BOX 340 SELMA OR 97538-0340

Tax Account # Account Status Roll Type

Situs Address

29200 A

Real

Lender Name Loan Number

1302 Property ID

Interest To Feb 15, 2021

Tor Summon

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
				and the same			Date
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$55.76	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$53.16	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$50.91	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$49.41	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$47.26	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$44.08	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$41.71	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$41.12	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$40.01	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$39.51	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$37.16	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$35.72	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$36.30	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$31.84	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$31.25	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$33.30	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$30.27	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$36.55	Nov 15, 2003
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$735.32	

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

2/8/2021 12:50:21 PM

Account #

29200

Map

23S1219-D0-00600

Owner

**ROUGH & READY LUMBER LLC** 

PO BOX 340

SELMA OR 97538-0340

Name

Type

Name

OWNER

ROUGH & READY LUMBER LLC

OWNER

**ROUGH & READY LUMBER LLC** 

Ownership Type

Own Pct

OWNER

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

### **Real Property Assessment Report**

FOR ASSESSMENT YEAR 2021

**NOT OFFICIAL VALUE** 

February 8, 2021 12:53:11 pm

Account #

41800

Map # Code - Tax # 23S12300000200

1302-41800 See Record

Legal Descr **Mailing Name** 

**ROUGH & READY LUMBER LLC** 

Agent In Care Of

**Mailing Address** PO BOX 340

SELMA, OR 97538-0340

**Prop Class RMV Class** 

660 600

MA SA 01 07

NH Unit RRL 1079-1

**Tax Status Acct Status** Subtype

**ASSESSABLE ACTIVE** 

NORMAL

Deed Reference # 2018-4396

Sales Date/Price

**Appraiser** 

05-07-2018 / \$1,100,000.00

dress(s)			Situs (	City				
Was and Control of the Control of th			Value Sum				CPR %	
a	RMV	MAV	AV	SAV	MSAV	RMV Exception		
Land Impr.	1,457 0				4 4.	Land Impr.	0	
Area Total	1,457	0	920	1,457	920		0	
and Total	1,457	0	920	1,457	920		0	
	a Land Impr. Area Total	Land 1,457 Impr. 0	RMV MAV  Land 1,457 Impr. 0  Area Total 1,457 0	Value Sum Na RMV MAV AV  Land 1,457 Impr. 0  Area Total 1,457 0 920	Value Summary AV SAV  Land 1,457 Impr. 0  Area Total 1,457 0 920 1,457	Value Summary AV SAV MSAV  Land 1,457	Value Summary AV SAV MSAV RMV E Land 1,457 Impr. 0 Land Impr.  Area Total 1,457 0 920 1,457 920	Value Summary         MSAV         RMV Exception           Land         1,457         Land         0           Impr.         0         1,457         920         0

Code			, X	Plan		Land Breakdown	1					Ten	
Area	ID#	RFF	D Ex	Zone	Value Source	TD%	LS	Size	Land	Class	LUC	RM	nded V
1302	10	2		F	Small Tract Forest lan	d 100	A	7.63	ST	F-B	006*		1,457
						Grand To	otal	7.63					1,457
Code Area		D#	Yr Built	Stat Class	Description	Improvement Breakd			rotal q. Ft.	Ex%	MS Acct#	Tr RM	ended NV
						G	rand Total	E <sub>V</sub> III	0				0
Code Area	Туре				Exemptions/	Special Assessments	/Potential Li	ability					
				T'L ADD'	L TAX LIABILITY								
1302 FIRE	PATR	OL:											

## STATEMENT OF TAX ACCOUNT

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

(541) 396-7725

8-Feb-2021

**ROUGH & READY LUMBER LLC** PO BOX 340 SELMA OR 97538-0340

Tax Account # **Account Status** Roll Type Situs Address

41800 A

Real

Lender Name Loan Number

Property ID 1302

Interest To Feb 15, 2021

Tay Summary

ax Su	mmary					Maria Landon	
Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
				7 J. W. 34			1 2
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$26.56	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$26.18	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.97	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.77	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.58	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.41	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.35	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.19	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.01	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$24.81	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$24.61	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$24.47	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$26.29	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$23.50	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$23.34	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$23.35	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$23.07	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$28.04	Nov 15, 2003
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$452.50	

## COOS COUNTY ASSESSOR REAL PROPERTY ACCOUNT NAMES

2/8/2021 12:54:23 PM

Account #

41800

Map

23\$1230-00-00200

Owner

**ROUGH & READY LUMBER LLC** 

**PO BOX 340** 

SELMA OR 97538-0340

Name

Туре

Name

OWNER

**ROUGH & READY LUMBER LLC** 

OWNER

**ROUGH & READY LUMBER LLC** 

Ownership Type Own Pct

OWNER

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

### **Real Property Assessment Report**

FOR ASSESSMENT YEAR 2021 **NOT OFFICIAL VALUE** 

February 8, 2021 12:58:44 pm

Account #

53000

23S13240000100 1316-53000

**Tax Status** 

**ASSESSABLE** 

Map #

**Acct Status** Subtype

ACTIVE NORMAL

Code - Tax # Legal Descr

See Record

**Mailing Name** 

**ROUGH & READY LUMBER LLC** 

Deed Reference #

2018-4396

Agent

Sales Date/Price **Appraiser** 

05-07-2018 / \$1,100,000.00

In Care Of

**Mailing Address** 

PO BOX 340

SELMA, OR 97538-0340

SA

07

**Prop Class** 160 **RMV Class** 100 MA 01

NH Unit RRL 1250-1

Situs	City	

Situs Address(s) Situs City						3 - Marie			
				Value Sum	mary				
Code Are	а	RMV	MAV	AV	SAV	MSAV	RMV Exception		CPR %
1316	Land Impr.	330 0	AND Y				Land Impr.	0	
Code A	rea Total	330	0	207	330	207		0	
Gra	and Total	330	0	207	330	207		0	WIII.

Code				Plan		Land Breakdown	1						-	
Area	ID#	RFF	D Ex	Zone	Value Source	TD%	LS	Size		Land	Class	LUC		ended MV
1316	10	2		F	Small Tract Forest lar	nd 100	Α	2	.06	ST	F-C	006*		330
						Grand To	otal	2	.06					330
Code Area		D#	Yr Built	Stat Class	Description	Improvement Breakd	lown	TD%	To Sq.		Ex%	MS Acct #		rended RMV
						G	rand Tota	1		0				0
ode	Туре				Exemptions/	Special Assessments	/Potential	Liability						
NOTA	ARM/F			T'L ADD'I	L TAX LIABILITY									
316 <b>FIRE</b>	PATR													
■ FI	RE PA	TRO	L TIME	BER			Amount	1	8.75	Ac	res	2.06	Year	2021

## STATEMENT OF TAX ACCOUNT

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

(541) 396-7725

8-Feb-2021

**ROUGH & READY LUMBER LLC** PO BOX 340 SELMA OR 97538-0340

Tax Account # Account Status Roll Type

Situs Address

53000

Real

Lender Name Loan Number

Property ID 1316

Interest To Feb 15, 2021

Tax Summary

	mmary				47640 5 2275	Alban	AC - 15 - 15 - 15
Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$20.52	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$20.43	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$20.38	Nov 15, 2013
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$20.33	Nov 15, 201
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$20.28	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$20.26	Nov 15, 201.
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$20.22	Nov 15, 201
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$20.20	Nov 15, 201
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$20.16	Nov 15, 201
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$20.11	Nov 15, 201
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$19.99	Nov 15, 201
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$19.98	Nov 15, 200
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$21.85	Nov 15, 200
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$19.20	Nov 15, 200
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$19.18	Nov 15, 200
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$19.18	Nov 15, 200
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$19.12	Nov 15, 200
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$19.71	Nov 15, 200
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$361.10	

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

2/8/2021 12:59:50 PM

Account #

53000

Map

23S1324-00-00100

Owner

**ROUGH & READY LUMBER LLC** 

**PO BOX 340** 

SELMA OR 97538-0340

Name

Туре

Name

OWNER

**ROUGH & READY LUMBER LLC** 

OWNER ROUGH & READY LUMBER LLC

Ownership

Own

Type

**Pct** 

OWNER

LOCATION: SECTIONS 19 & 30. T.23S., R.12W., W.M., COOS COUNTY, OREGON SE1/16 PROPOSED PARCELS 132.00 AFTER ADJUSTMENTS CS1/16 LAND OWNER: DEVORE ARM ROUGH & READY LUMBER LLC P.O. BOX 340 SELMA, OR 97538 LEGEND @ CORNER OF RECORD O PROPOSED CORNER • CALCULATED POSTITION EFU TO BE REZONED Scale 1"=200Feet 23S 12W 19D N86\*27'36"E 264.00 5.4 ACRES 861.25 1346.88 N2\*48'43"E 15.6 ACRES N7-55'18"E EAST 374' +/-12.0 ACRES 10.4 ACRES 10.7 ACRES TL# 600 23S 12W 19D PORTION OF TL# 1400 23S 12W 19 \$86\*27'36"\ 983.89 E1/16 NOTE: DIMENSIONS ARE BASED ON RECORD SURVEYS AND DEEDS

522.86

PREPARED BY: TROY RAMBO, LS 2865

TL≠ 200 23S 12W 30

275.38

461.26

S86°27'36"W 1259.50