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\*

PROPERTY LINE A SUBMIT TO COOS COUNTY PLANNING DEPT. A COOS COUNTY PLANNING 250 N. BAXTA PLANNING@CO.COOS.OR.US	AT 225 N. ADAMS STREET OR MAIL TO: ER, COQUILLE OR 97423. EMAIL
1	FILE NUMBER: PLA-21- 02
Date Received: 42222 Receipt #:	Received by: MB
This application shall be filled out electronically. If	
fee is not included the application wi (If payment is received on line a file number i	ll not be processed.
LAND INFORMAT	TION
A. Land Owner(s) Weyerhaeuser Company(Jim Bunker)	
Mailing address: 116821 SE McGilliyrav Blvd #112, Vancouver, WA 98683	
Phone: <u>360-891-3365</u> Email:	jim.bunker@weyerhaeuser.com
Township:Range:Section:½ Section:1/16 S32S12W17SelectSelect	
Tax Account Number(s):   1468800   Zone:   Sel	ect Zone Forest (F)
Acreage Prior to Adjustment: 320.00 Acreage Af	ter the Adjusment 256.00
B. Land Owner(s) Powers Ranch Company(Quincy Powers)	
Mailing address: 3327 King Edwards Court, Eugene, OR 97401	
Phone: 541-953-2405 Email:	
Township: Range: Section: <sup>1</sup> / <sub>4</sub> Section: 1/16 Sectio	n:
32S 12W 18 Select Select	Legal Lot #1 within section 18
Tax Account Number(s)   1468801   Zone   For	rest (F)
Acreage Prior to Adjustment: 80.00 Acreage After	er the Adjustment 144.00
C. Surveyor To Be Hired After Approval	
Mailing Address	
Phone #: Email:	
ote: Prior To the property line adjustment both Legal Lot 1 and yerhaeuser and Powers. The Above shows ownership after the	2 are in joint ownership between

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

5/17/2021 Narrative:

This property line adjustment is being submitted to correct a boundary line adjustment completed in 1992 without county approval (Tax Lot 701 was created by the adjustment).

Tax Lot 701 (Township 32S - Range 12W - Sections 17 & 18) was conveyed to Powers by deed 92-06-1148 recorded on 6/26/1992 without property line adjustment (PLA) approval by Coos County. This application seeks to obtain approval for the 1992 PLA between two lawfully created parcels that existed in 1992 prior to the adjustment.

Legal Lot #1 is currently jointly owned by both Powers and Weyerhaeuser. Legal Lot #2 is currently jointly owned by both Powers and Weyerhaeuser. The joint ownership is due to the 1992 conveyance of tax lot 701 to powers. These legal lots of record are being validated under a separate application.

The two legal lots are conforming (>80 acres) after the PLA. After the PLA Tax Lot 701 will be a stand alone legal lot owned by Powers and Tax Lot 700 will be a stand alone legal lot owned by Weyerhaeuser.

Acreages are approximate. The area in Section 18 (legal Lot 1) is on a TRS east boundary line and shows it is an aliquot part of a section (80 acres) but on TRS east boundaries the acreages sometimes vary from 40, 80, 160, etc acres slightly. The Tax Map acreages show the area in Legal Lot 1 to be 80 acres so that is what was used on the PLA maps.

Thank You,

Jeremy Keepers, Agent Timber Valley Development, Inc. 541-729-9072

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~

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

# Purpose of the Property Line Adjustment:

Owners of both properties propose to correct illegal conveyance of deed 92-06-1148 by

completing a property line adjustment on legal lots labeled LL1 and LL2. Site plans are on tax

maps that show legal lots within Section 17 and 18. This will correct recorded conveyance of

"TL701". A Lawfully Created Unit of Land Determination application preceded this PLA.

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

- A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan needs reflect structures as follows:
  - 1. Within Farm and Forest at least within 30 feet of the property boundaries.
  - 2. Within Rural Residential at least 10 feet of the property boundaries.
  - 3. Within Controlled Development at least within 20 feet of the boundaries.
  - 4. Within Estuary Zones at least within 10 feet of the boundaries.
  - 5. Within Commercial and Industrial within 10 feet of the boundaries.

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

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

Please list all Lien Holders names and addresses:

Property 1:	None		
Property 2:	None		
	er the following: stment create an additional Unit of land?	Yes 🗌	No 🔽
	y 1 currently meet the minimum parcel/lot size ?	Yes 🖌	No 🗆
Does propert	y 2 currently meet the mimimum parcel/lot size?	Yes 🗹	No 🗌

Coos County Property Line Adjustment Application

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 adjus	none	
Is there a sanitation system on the one or both properties, if so, please indice Onsite Septic S	Yes	System No 🗸 ic 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	Nor
Will the property line adjustment change the access point?	Yes	No

Section 5.0.150 Application Requirements: Applications for development (includes land divisions and relocation of property boundary) or land use actions shall be filled on forms prescribed by the County and shall include sufficient information and evidence necessary to demonstrate compliance with the applicable criteria and standards of this ordinance and be accompanied by the appropriate fee.

It shall be the duty of the Planning Director or his/her authorized representative to enforce the provisions of the Coos County Zoning and Land Development Ordinance pertaining to zoning, land use, the construction, erection, location or enlargement of any structure and land divisions including the relocation of boundary lines within Coos County under the jurisdiction of this Ordinance. Therefore, if any violations of the ordinance are found to exist the application will not be processed unless other resolutions are possible.

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

Property Owner

1im Burker

-7E646E270AE84CF.

#### Jim Bunker Signing Authority For Weyerhaeuser

#### WEYERHAEUSER COMPANY

#### CERTIFICATE OF AUTHORITY AND INCUMBENCY

I, Jose J. Quintana, Assistant Secretary of Weyerhaeuser Company (the "Company"), a corporation organized under the laws of the State of Washington, do hereby certify that:

(1) I am the duly appointed and qualified Assistant Secretary of the Company and as such Assistant Secretary I have access to the corporate and stock books and the corporate seal of the Company and its subsidiaries; and

(2) I have reviewed the Bylaws and Delegations of Authority Policy of Weyerhaeuser Company and its subsidiaries and confirm that Scott M. Dahlquist, Senior Director of Land Asset Management, Craig Crawford, Senior Land Asset Manager, James Bunker, Senior Land Asset Manager and Don Calcote, Land Asset Manager, have been duly delegated the authority on behalf of the Company to execute and deliver land use applications for properties located in the states of Oregon and Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this  $10^{+1}$  day of September , 2019.



Assistant cretary everbaeuser Company

# DocuSign

Certificate Of Completion		
Envelope Id: AB51E47317DC493F9DC9B6190B5D	)3EF7	Status: Completed
Subject: Please DocuSign: Powers		
Source Envelope:		
Document Pages: 67	Signatures: 2	Envelope Originator:
Certificate Pages: 4	Initials: 0	Julie Farmer
AutoNav: Enabled		220 Occidental Ave S
Envelopeld Stamping: Enabled		Seattle, WA 98104
Time Zone: (UTC-08:00) Pacific Time (US & Canad	la)	julie.farmer@weyerhaeuser.com IP Address: 73.25.83.148
Record Tracking		
Status: Original	Holder: Julie Farmer	Location: DocuSign
6/3/2021 2:42:11 PM	julie.farmer@weyerhaeuser.com	
Signer Events	Signature	Timestamp
Jim Bunker	DocuSigned by:	Sent: 6/3/2021 2:55:12 PM
im.bunker@weyerhaeuser.com	Jim Burker	Viewed: 6/3/2021 3:00:34 PM
Security Level: Email, Account Authentication	7E848E270AE84CF	Signed: 6/3/2021 3:00:49 PM
(None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 67.171.132.99	
Electronic Record and Signature Disclosure: Accepted: 4/20/2018 8:10:57 AM ID: 6e91487c-2ded-4e9f-a576-a2b0c1f4789d		
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# ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Weyerhaeuser Timberlands (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

# Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

# All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

# How to contact Weyerhaeuser Timberlands:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gina.driggers@weyerhaeuser.com

#### To advise Weyerhaeuser Timberlands of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gina.driggers@weyerhaeuser.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

# To request paper copies from Weyerhaeuser Timberlands

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gina.driggers@weyerhaeuser.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with Weyerhaeuser Timberlands

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to gina.driggers@weyerhaeuser.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Operating Systems:	Windows® 2000, Windows® XP, Windows
-1 3 5	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0
	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari <sup>™</sup> 3.0 or
	above (Mac only)
PDF Reader:	Acrobat <sup>®</sup> or similar software may be required
	to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

#### **Required hardware and software**

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

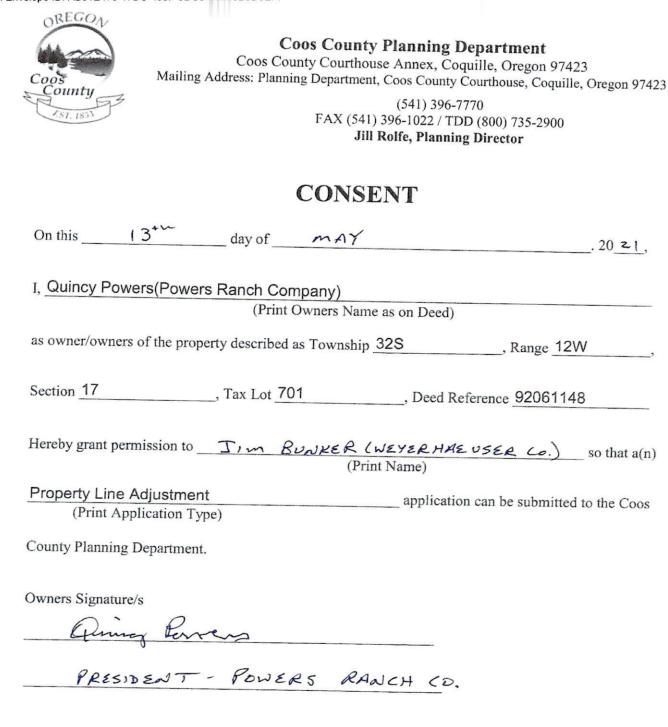
## Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

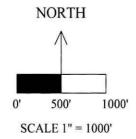
- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Weyerhaeuser Timberlands as described above, I consent to
  receive from exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
  available to me by Weyerhaeuser Timberlands during the course of my relationship with
  you.

#### DocuSign Envelope ID: AB51E473-17DC-493F-9DC9 0B5D3EF7

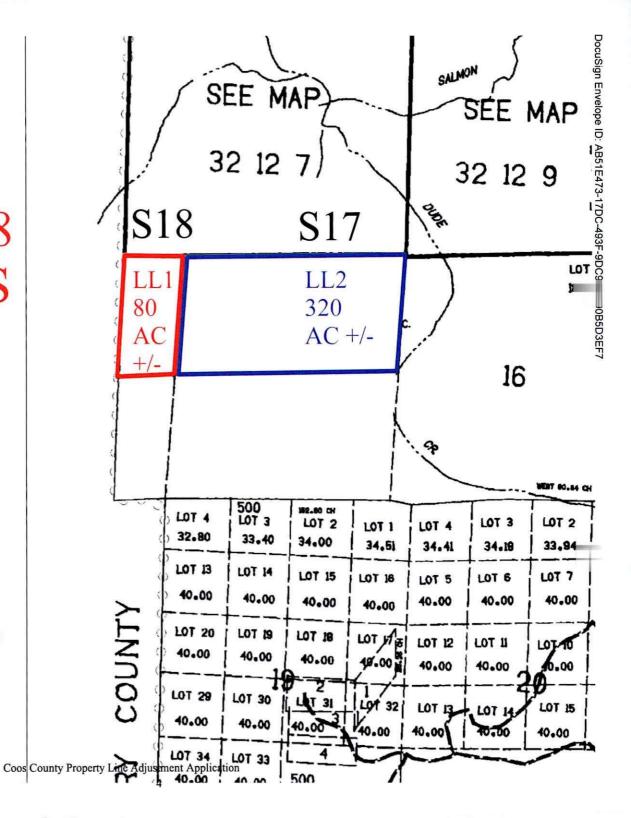


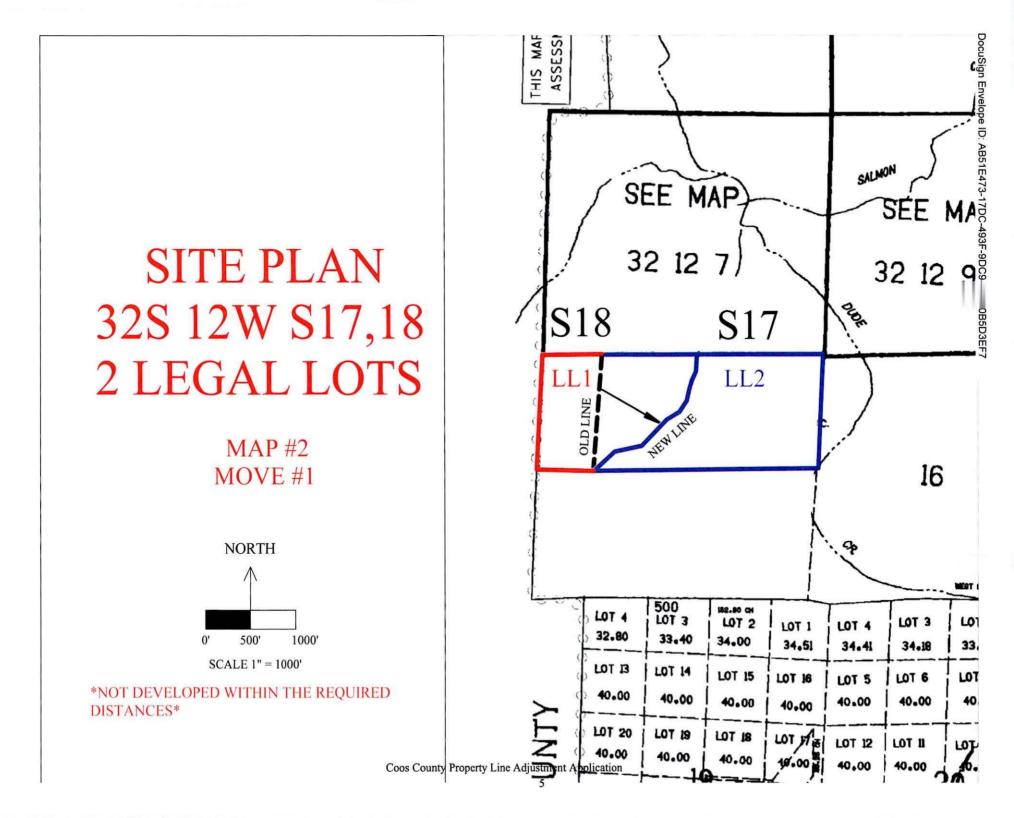
# SITE PLAN 32S 12W S17,18 2 LEGAL LOTS

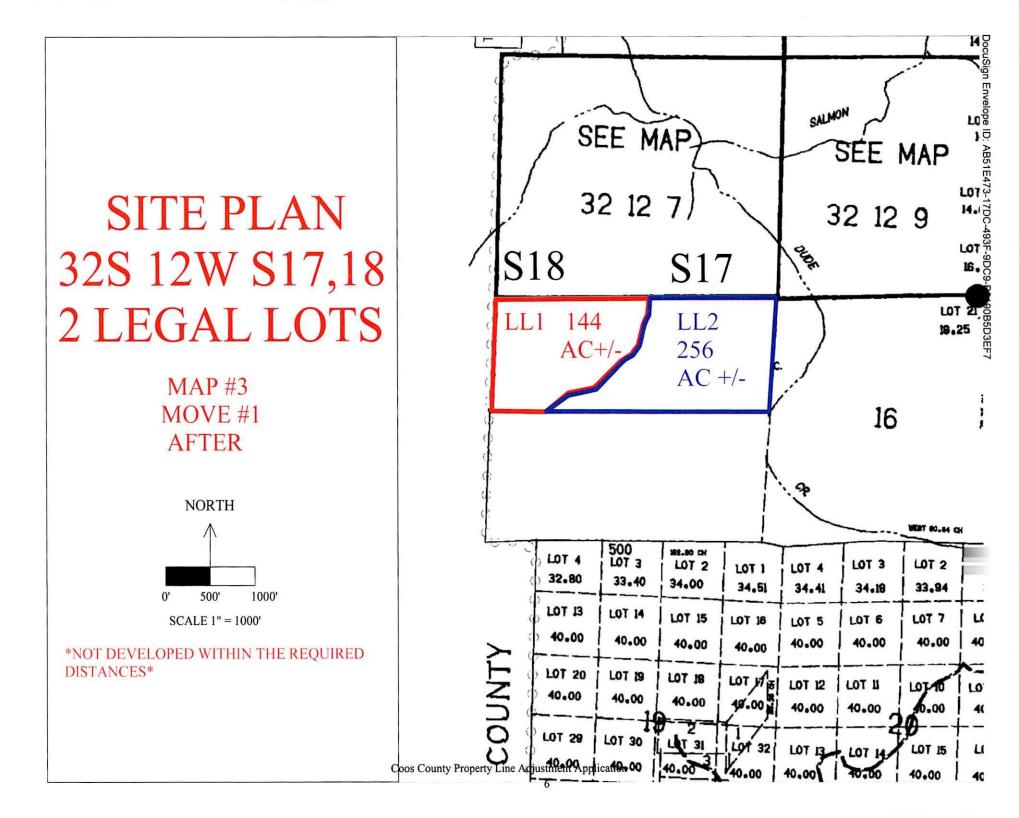
# MAP #1 MOVE #1 BEFORE



\*NOT DEVELOPED WITHIN THE REQUIRED DISTANCES\*







92 06 1148

WHEN RECORDED MAIL TO:

Powers Ranch Co. 1924 Kimberly Drive Eugene, OR 97405



MAIL TAX STATEMENTS TO:

Same as above.

#### BARGAIN AND SALE DEED

GEORGIA-PACIFIC CORPORATION, a Georgia corporation, "Grantor", conveys to POWERS RANCH CO., "Grantee", the real property described in Exhibit A attached hereto.

The true consideration for this conveyance is the Salmon Creek Road Settlement Agreement, dated December 12, 1992.

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

Dated this 20th day of January, 1992.

RECORDING # 92061148 I, Mary Ann Wilson, Coos County Clerk, cartily the witthn Incirument was filed for record at

11:14 ON 06/26/1992 By\_J. WILSON

4

By\_

# pages



Deputy

Fee \$ 48.00

GEORGIA-PACIFIC CORPORATION

100 61 By: 1 President CFE Its: By: Assistant Secretary Its:

Page 1 - BARGAIN AND SALE DEED

··· : ......

15.510

#### ORIGINAL RETURNED SAME DAY

2270

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DocuSign Envelope ID: AB51E473-17DC-493F-9DC9 005D3EF7

# 92 06 1148

STATE OF OREGON ) ) ss. County of Multnomah )

On this 20th day of <u>January</u>, 1992, before me the undersigned, a Notary Public in and for said County and State, personally appeared Dewey Mobley and William Craig, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal,



Dincir unan Notary Public - Oregon My commission expires 3/25/94

Page 2 - BARGAIN AND SALE DEED

2211

Coos County Property Line Adjustment Application -

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## 92 06 1148

DESCRIPTION FOR GEORGIA-PACIFIC (Re: Povers Ranch Boundary Adjustment) 1/3/92

#### Boundary Adjustment Description

EXHIBIT A

PARCEL 1 A parcel of land located in a portion of the West Half (W 1/2) of Section 17 and a portion of the East Half (E 1/2) of Section 18, both of Township 32 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; said parcel being a portion of those tracts described in Micro Film Reel #81-4-2493 (page 68), Deed Records of Coos County, more specifically described as follows:

Beginning at a brass capped iron pipe at the section corner common to Sections Seven (7), Eight (8), Seventeen (17) and Eighteen (18) of Baid Township 32 South, Range 12 West; thence South 86° 15' East, 1909.43 feet along the section line common to said Section Eight (8) and Seventeen (17) to a  $5/8^{\circ}$  iron rod; thence South  $42^{\circ}$  13' 1." East 146.40 feet to a  $5/8^{\circ}$  iron rod; thence South  $42^{\circ}$  13' 1." East 146.40 feet to a  $5/8^{\circ}$  iron rod; thence South  $16^{\circ}$  28' 10" West, 198.84 feet to a  $5/8^{\circ}$  iron rod; thence South  $17^{\circ}$  39' 52" West, 571.41 feet to a  $5/8^{\circ}$  iron rod; thence South  $34^{\circ}$  46' 59" West, 327.12 feet to a  $5/8^{\circ}$  iron rod; thence South  $47^{\circ}$  04' 24" West, 993.67 feet to a  $5/8^{\circ}$  iron rod; thence South  $47^{\circ}$  14' 25" West, 577.61 feet to a  $1 1/2^{\circ}$  iron pipe, referenced as shown on the attached exhibit; thence North  $88^{\circ}$  02' West, 1085.79 feet to a  $5/8^{\circ}$  iron rod in the centerline of an existing road; thence continuing North  $88^{\circ}$  02' West, 142.11 feet to a  $5/8^{\circ}$  iron rod, closing on the East line of the West Half (W 1/2) of said East Half (E 1/2) of Section Eighteen (18); thence North  $1^{\circ}$  59' 21" East, 2483.95 feet, more or less, along said East line to its intersection with the North line of said Section Eighteen (18); thence South  $84^{\circ}$  43' East, 1260.5 feet, more or less, along said North line to the point of beginning.

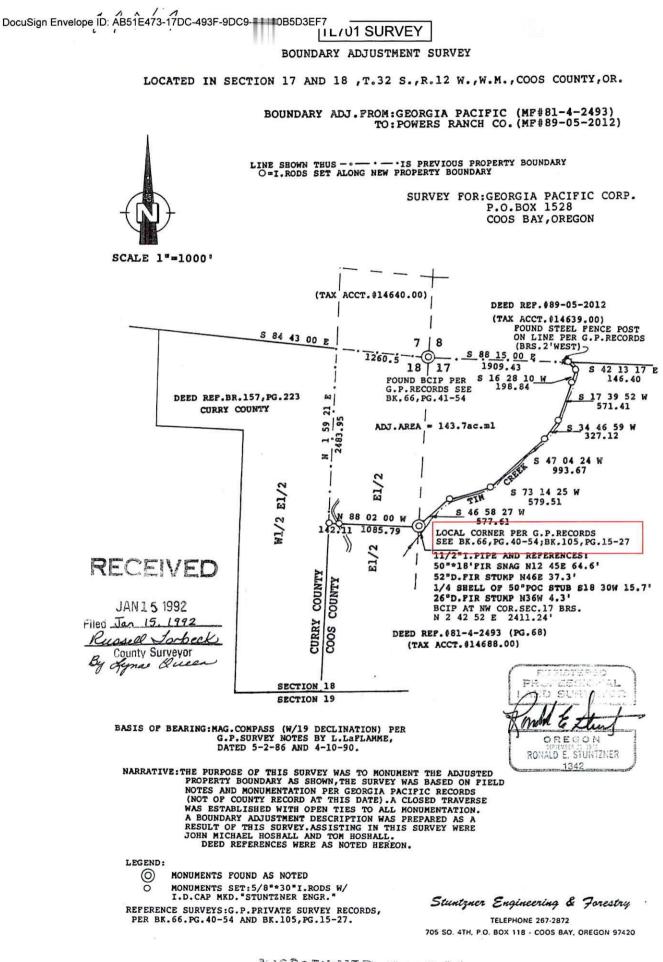
The above described parcel is intended to abut along the common boundary with that parcel described on page 6 of Micro Film Reel #89-05-2012 (Tax Account #14639.00) and page 7 of said Micro Film Reel (Tax Account #14640.00), Coos County Deed Records; it's also intended to abut along the common boundary with that parcel described in Book of Records 157, page 223, Deed Records of Curry County, said State of Oregon. It is further intended as a boundary adjustment from said parcel described on page 68 of Micro Film Reel #81-4-2493 (Tax Account #14688.00) to said parcels described in Micro Film Reel #89-05-2012.

The adjusted area contains 143.7 acres, more or less, and is based on Georgia-Pacific record notes and that survey by Stuntzner Engineering & Porestry, dated January 1992, recorded as CS Map 44A64, Surveyor's Record of said Coos County.

1

9.229

Coos County Property Line Adjustment Application







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"): Weyerhaeuser Company 220 Occidental Avenue South Seattle, WA 98104

Customer Ref.:	
Order No.:	360621034462
Effective Date:	February 18, 2021 at 08:00 AM
Charge:	\$600.00

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:

Powers Ranch Co., an Oregon corporation

Premises. The Property is:

#### (a) Street Address:

No Address, Coos Bay, OR 97420

(b) Legal Description:

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

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

Coos County Property Line Adjustment Application

#### Part Two - Encumbrances

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

#### EXCEPTIONS

- 1. The Land has been classified as Farm Lands, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
- 2. The Land has been classified as Forest Lands, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
- 3. Right, title and interest, if any, of State of Oregon as disclosed by,

Recording Date:	August 4, 1908
Recording No:	Book 51, Page 470

This affects the NE 1/4 of the SE 1/4 of Section 7, Township 32 South, Range 12 West of the Willamette Meridian.

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

Reserved by:	Coos Bay Lumber Company and Smith-Powers Logging Company
Recording Date:	December 17, 1917
Recording No:	Book 77, Page 227

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

Reserved by:	Pacific States Lumber Company
Recording Date:	June 20, 1922
Recording No:	Book 87, Page 256

6. Reservation of Timber, including the terms and provisions thereof,

Recording Date:	June 20, 1922
Recording No:	Book 87, Page 256

7. Right, title and interest, if any, of Salmon Creek Land Co. as disclosed by Deed,

Recording Date:	September 5, 1930
Recording No:	Book 111, Page 582

This affects the South 1/2 of the South 1/2 of Section 8, Township 32 South, Range 12 West of the Willamette Meridian.

8. Salmon Creek Road Settlement Agreement

Executed by:Georgia-Pacific Corporation, a George corporation and Powers Ranch Co., anOregon corporationPrecording Date:Recording Date:December 20, 1991Recording No.:91-12-0876

9. Please be advised that our search did not disclose any open Deeds of Trust of record.

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances (Ver. 20161024) 111

Ticor Title Company of Oregon Order No. 360621034462

#### 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

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

Coos County Property Line Adjustment Application

# EXHIBIT "A"

#### Legal Description

All of Section 8, The E 1/2 of the NE 1/4 and the NE 1/4 of the SE 1/4 of Section 7, all in Township 32 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM that portion lying within the lumber railroad and roadway right of way.

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

Coos County Property Line Adjustment Application

#### 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, SUBSCRIBERS OR SUBSIDIARIES. AFFILIATES, EMPLOYEES. AND OTHER 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.

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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.

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

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END OF THE LIMITATIONS OF LIABILITY

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



Ticor Title Company of Oregon 300 W Anderson (541)269-5127

OWNERSHIP AND MONETARY ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS Informational Report of Ownership and Monetary Encumbrances

To ("Customer"): Fidelity National Title 900 SW 5th Avenue, Lobby Level Portland, OR 97204

Customer Ref.:	
Order No.:	360621035597
Effective Date:	April 23, 2021 at 08:00 AM
Charge:	\$150.00

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 ONLY MONETARY ENCUMBRANCES.

#### Part One - Ownership and Property Description

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

Weyerhaeuser Company, a Washington corporation

Premises. The Property is:

(a) Street Address:

Vacant Land, Coos Bay, OR 97420

(b) Legal Description:

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

#### Part Two - Monetary Encumbrances

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

#### EXCEPTIONS

- 1. The Land has been classified as Historic property, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
- 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.

#### 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

# EXHIBIT "A"

Legal Description

All of Section 17, Township 32 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

EXCEPT that portion conveyed in Document recorded June 26, 1992, as Microfilm No. 92-06-1148, Records of Coos County, Oregon.

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

#### LIMITATIONS OF LIABILITY

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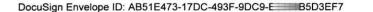
END OF THE LIMITATIONS OF LIABILITY

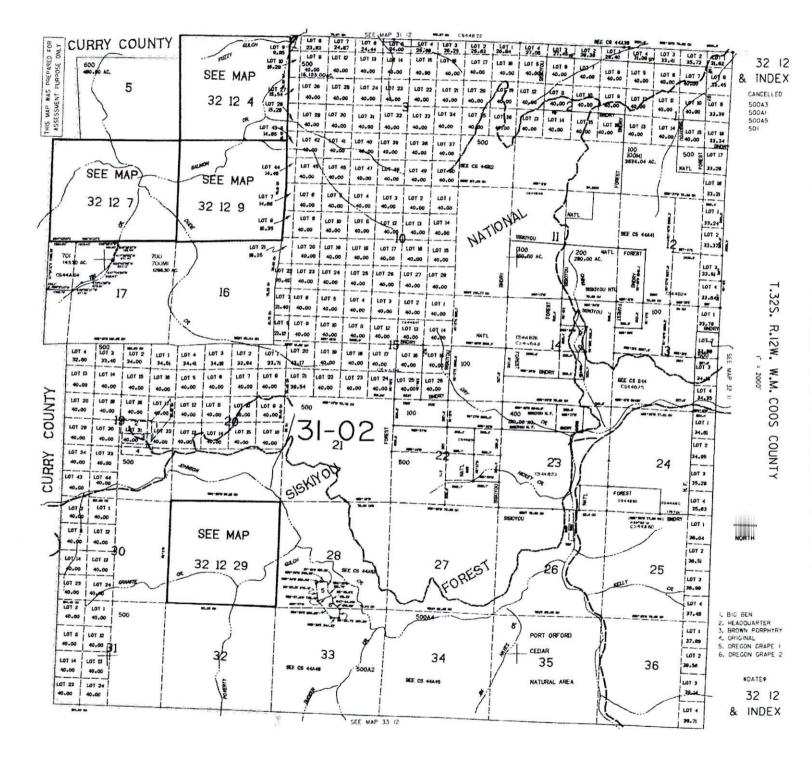
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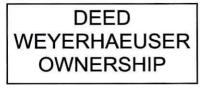
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does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

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COOS COUNTY, OREGON 2018-08075 \$286.00 08/22/2018 10:10:07 AM DEBBIE HELLER, CCC, COOS COUNTY CLERK Pgs=41

FILED FOR RECORD AT THE REQUEST OF:

Weyerhaeuser Company ATTN: Land Title Dept. 220 Occidental Avenue South Seattle, WA 98104

Type of Document:

**Correction to Statutory Special Warranty Deed** 

Reference Number(s) of Document(s) Assigned or Released:

2017-03170

Grantor(s):

Weyerhaeuser Company, a Washington corporation, as successor by merger to Plum Creek Timberlands, L.P., a Delaware limited partnership

Grantee(s):

Weyerhaeuser Company, a Washington corporation

MYCORD

THIS DOCUMENT IS RECORDED AS A COURTESY ONLY. FIRST AMERICAN TITLE INSURANCE CO. ASSUMES NO LIABILITY FOR SUFFICIENCY, VALIDITY OR ACCURACY

1. C. C.

# CORRECTION TO STATUTORY SPECIAL WARRANTY DEED AT THE REQUEST OF JORENE SMITH (COOS COUNTY ASSESSORS OFFICE), TO CORRECT THIS STATUTORY SPECIAL WARRANTY DEED, PREVIOUSLY RECORDED AS INSTRUMENT 2017-03170.

After recording return to: Weyerhaeuser Company 220 Occidental Ave South Seattle, WA 98104 Attention: Law Department	This space reserved for recorder's use.
GRANTOR: Weyerhaeuser Company, as successor by merger to Plum Creek Timberlands, LP GRANTEE: Weyerhaeuser Company	Until a change is requested, all tax statements shall be sent to Grantee at the following address: Weyerhaeuser Company 220 Occidental Ave South Seattle, WA 98104 Attn: Tax Department — Dawn Byers THIS DOCUMENT IS RECORDED AS A COURTESY ONLY. FIRST AMERICAN TITLE INSURANCE CO. ASSUMES NO LIABILITY FOR SUFFICIENCY VALUDITY OR ACCURACY

# CORRECTION STATUTORY SPECIAL WARRANTY DEED

WEYERHAEUSER COMPANY, a Washington corporation, as successor by merger to PLUM CREEK TIMBERLANDS, L.P., a Delaware limited partnership, whose address is 220 Occidental Ave South, Seattle, WA 98104, ("Grantor") conveys and specially warrants to WEYERHAEUSER COMPANY, a Washington corporation, ("Grantee") the real property in <u>Coos County</u>, Oregon, more particularly described on <u>Exhibit A</u> attached hereto and by this reference incorporated herein, free of encumbrances created or suffered by the Grantor, except for all easements, covenants, restrictions, title and survey exceptions and other matters of record affecting such real property.

A Certificate of Merger filed with the Washington Secretary of State as evidence of the merger of Plum Creek Timberlands, L.P, with and into Weyerhaeuser Company, effective September 28, 2016 is attached hereto as <u>Exhibit B</u> and incorporated herein by this reference.

The true consideration for this conveyance in terms of dollars is \$ -0-; however, the actual consideration consists of or includes other property or other value given or promised.

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 1 1, 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

Page 1 of 40

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 1 1, 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.

ay of He Executed this GRANTOR: Washington WEYERHAEUSER COMPANY, a corporation By: Printed N Title: STATE OF WASHINGTON COUNTY OF KING , 2018, before me personally appeared Jamos KJo On this 4 day of to me known to be the Vice Presdent, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and

voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above mentioned



Notary Public in and for the State of Washington Printed Name: Teresa Tillmor Residing at: King w My appointment expires: Jan

Page 2 of 40

Coos County Property Line Adjustment Application

# EXHIBIT A

## Legal Description

All of the property listed below which is in the name of Grantor located in Coos County, Oregon unless since conveyed by Grantor:

# TOWNSHIP 25 SOUTH, RANGE 12 WEST, WILLAMETTE MERIDIAN:

All that portion of Government Lot 4, lying North of the cut off of Channel Section 31: between Coos River and Catching Inlet and containing 3.56 acres, more or less, as recorded in the deed dated January 3, 1923

# **TOWNSHIP 26 SOUTH, RANGE 13 WEST, WILLAMETTE MERIDIAN:**

W1/2NE1/4 Section 1:

# **TOWNSHIP 27 SOUTH, RANGE 13 WEST, WILLAMETTE MERIDIAN:**

- Tidelands fronting and abutting on Government Lots 3, 5 and 6 Section 3: EXCEPTING THEREFROM THE FOLLOWING: Beginning at the intersection of the South line of Government Lot 5 with the low water line on the West side of Isthmus Slough; thence West along the South line of said Government Lot 5 a distance of 350 feet to the Northeast corner of the NW1/4 of the SE1/4, thence due North 250 feet, more or less, to the low water line on the west side of Isthmus Slough; thence Southeasterly along the said low water line of Isthmus Slough 420 feet to the point of beginning
- Tidelands fronting and abutting Government Lot 1 Section 32:

# **TOWNSHIP 28 SOUTH, RANGE 9 WEST, WILLAMETTE MERIDIAN:**

Section 8:	W1/2
	SE1/4
Section 10:	ALL
Section 14:	ALL, except BPA Right of Way as conveyed to United States of America by deed
	recorded June 29, 1955 in Book 243, Page 263, Deed Records of Coos County,
	Oregon
Section 16:	ALL
Section 18:	ALL, less BPA Right of Way as conveyed to United States of America by deed
	recorded June 29, 1955 in Book 243, Page 263, Deed Records of Coos County,
	Oregon
Section 20:	ALL

# **TOWNSHIP 32 SOUTH, RANGE 12 WEST, WILLAMETTE MERIDIAN:**

Section 14:	N1/2NE1/4
	SE1/4NE1/4
	S1/2SW1/4
	NE1/4SE1/4
	S1/2SE1/4
Section 15:	Government Lots 16 and 25
	SE1/4
Section 16:	ALL
Section 17:	ALL; except that portion sold to Powers Ranch Co. in the NW1/4 via B & S Deed
	Coos County Deed Records Instrument No. 81-4-2493.
Section 18:	Government Lots 1 through 4
	E1/2E1/2 excepting therefrom that portion sold to Powers Ranch Co. in the
	E1/2NE1/4 via B&S Deed recorded in Coos County, Deed Records Instrument
	No. 92-06-1148.
	SE1/4NW1/4
	E1/2SW1/4
Section 22:	N1/2N1/2
	SE1/4NE1/4
	NE1/4SE1/4.
Section 23:	NE1/4NE1/4
	S1/2N1/2
	N1/2S1/2
	S1/2SW1/4
	SW1/4SE1/4
Section 24:	W1/2E1/2
	NW1/4
	N1/2SW1/4
TOWNSHI	P 33 SOUTH, 11 WEST, WILLAMETTE MERIDIAN:
Section 21:	SE1/4
Section 28:	N1/2N1/2

Section 28: N1/2N1/2 S1/2NW1/4 N1/2SW1/4 SW1/4SW1/4 Section 29: S1/2NE1/4

Section 29: S1/2NE1 SE1/4

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