

Lawfully Est. Parcel Det.  
Lot of Record 3



**Coos County  
Planning Department  
Lawfully Established Parcel  
Determination Application**

Official Use Only

Fee \_\_\_\_\_  
Receipt No. \_\_\_\_\_  
Check No./Cash \_\_\_\_\_  
Date 5-28-21  
Received By MB  
File No. D-21-003

The following application must be completed in full. An application **will not** be processed for a land use request without this information. The County will use these answers in its analysis of the merits of the application. Please submit readable deeds. A signed consent form will be required if the applicant and owner are not the same.

**A. PLEASE PRINT OR TYPE (please attach additional sheets, if necessary):**

John Hancock Life Insurance Company  
(U.S.A.) c/o Hancock Natural Resources  
Owner(s): Group, Inc. Telephone: (617)849-2946  
Address: 197 Clarendon Street, C-08-99  
City: Boston, MA Zip Code: 02116-5010  
Email: dkenney@hnr.com

Sarah Stauffer Curtiss and Max Yoklic  
Applicant(s): Legal Representatives, Stoel Rives LLP Telephone: (503)294-9829  
Address: 760 SW Ninth Ave, Suite 3000  
City: Portland, OR Zip Code: 97205  
Email: sarah.curtiss@stoel.com, max.yoklic@stoel.com

**B. PROPERTY INFORMATION:**

Township: 31 South Section: 3  
Range: 10 West Tax Lot: 200  
Tax Account: 1435000 Zoning District: FForestt

**C. SUBMISSION REQUIREMENTS:**

- Completed application form with appropriate fee
- A copy of the current deed of record
- A copy of each deed being used as evidence to support the application
- A detailed map indicating the relation of the existing property boundary to the discrete parcel boundaries

**D. AUTHORIZATION: All areas must be initialed by all owners/applicant prior to the Planning Department accepting any application.**



I hereby attest that I am authorized to make the application for an administrative review and the statements within this application are true and correct to the best of my knowledge and belief. I affirm that this is a legally created tract, lot or parcel of land. I understand that I have the right to an attorney for verification as to the creation of the subject property. I understand that any action authorized by Coos County may be revoked if it is determined that the action was issued based upon false statements or misrepresentation.



**ORS 215.416 Permit application; fees; consolidated procedures; hearings; notice; approval criteria; decision without hearing.**

(1) When required or authorized by the ordinances, rules and regulations of a county, an owner of land may apply in writing to such persons as the governing body designates, for a permit, in the manner prescribed by the governing body. The governing body shall establish fees charged for processing permits at an amount no more than the actual or average cost of providing that service.

The Coos County Board of Commissioners has adopted a schedule of fees which reflects the average review cost of processing and set-forth that the Planning Department shall charge the actual cost of processing an application. Therefore, upon completion of review of your submitted application/permit a cost evaluation will be done and any balance owed will be billed to the applicant(s) and is due at that time. By signing this form you acknowledge that you are responsible to pay any debt caused by the processing of this application. Furthermore, the Coos County Planning Department reserves the right to determine the appropriate amount of time required to thoroughly complete any type of request and, by signing this page as the applicant and/or owner of the subject property, you agree to pay the amount owed as a result of this review. If the amount is not paid within 30 days of the invoice, or other arrangements have not been made, the Planning Department may chose to revoke this permit or send this debt to a collection agency at your expense.



I understand it is the function of the planning office to impartially review my application and to address all issues affecting it regardless of whether the issues promote or hinder the approval of my application. In the event a public hearing is required to consider my application, I agree I bear the burden of proof. I understand that approval is not guaranteed and the applicant(s) bear the burden of proof to demonstrate compliance with the applicable review criteria.



As applicant(s) I/we acknowledge that is in my/our desire to submit this application and staff has not encouraged or discouraged the submittal of this application.



As the applicant(s) I/we acknowledge, pursuant to CCZLDO Section 6.1.150, a deed describing any recognized lawfully created parcels must be recorded with the County Clerk within one year from the date of final approval from the Planning Department.

**E. SIGNATURES:**

*John Steel* **STEEL**  
 Applicant(s) Original Signature **RIVES**  
**UP**

\_\_\_\_\_  
 Applicant(s) Original Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Applicant(s) Original Signature

\_\_\_\_\_  
 Applicant(s) Original Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

CCZLDO	§ 6.1.125	LAWFULLY CREATED LOTS OR PARCELS:
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**SECTION 6.1.125 LAWFULLY CREATED LOTS OR PARCELS:**

“Lawfully established unit of land” means:

1. The unit of land was created:
  - a. Through an approved or pre-ordinance plat;
  - b. Through a prior land use decision including a final decision from a higher court. A higher court includes the Land Use Board of Appeals;
  - c. In compliance with all applicable planning, zoning and subdivision or partition ordinances and regulations at the time it was created.
  - d. By a public dedicated road that was held in fee simple creating an interviewing ownership prior to January 1, 1986;
  - e. By deed or land sales contract, if there were no applicable planning, zoning or subdivision or partition ordinances or regulations that prohibited the creation.
  - f. By the claim of intervening state or federal ownership of navigable streams, meandered lakes or tidewaters. “Navigable-for-title” or “title-navigable” means that ownership of the waterway, including its bed, was passed from the federal government to the state at statehood. If a waterway is navigable-for-title, then it also is generally open to public use for navigation, commerce, recreation, and fisheries.
2. Creation of parcel previously approved but not acted upon (92.178).
  - a. The governing body of a county may approve an application requesting formation of one parcel if the county issued a land use decision approving the parcel prior to January 1, 1994, and:
  - b. A plat implementing the previous land use decision was not recorded; or
  - c. A condition of approval of the previously approved land use decision requiring consolidation of adjacent lots or parcels was not satisfied by a previous owner of the land.
  - d. An application under this section is not subject to ORS 215.780.
  - e. Approval of an application under this section does not affect the legal status of land that is not the subject of the application.

CCZLDO	§ 6.1.150	APPLICATIONS ESTABLISHING LAWFULLY CREATED LOTS OR PARCELS
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**SECTION 6.1.150 APPLICATIONS ESTABLISHING LAWFULLY CREATED LOTS OR PARCELS:**

An application to establish a lawfully created unit of land shall be submitted in the case of Section 6.1.125.1.d, e and f and Section 6.1.125.2. This is an administrative land use decision. If County Counsel is required to review information to determine legal status of the unit of land additional fees may be charged.

All notices will be provided in accordance with LDO Section 5.0.

Once it is determined that a lawfully created unit of land exists it shall be separated out on its own deed prior to any reconfiguration such as a property line adjustment. A copy of that deed needs to be provided to the Planning Department showing the process has been completed. If there are more than two lawfully created units of land (discrete parcels) found to exist, a road may be required to provide access. The applicable road standards in Chapter VII will apply.

**ATTACHMENT A**  
**Detail Map**

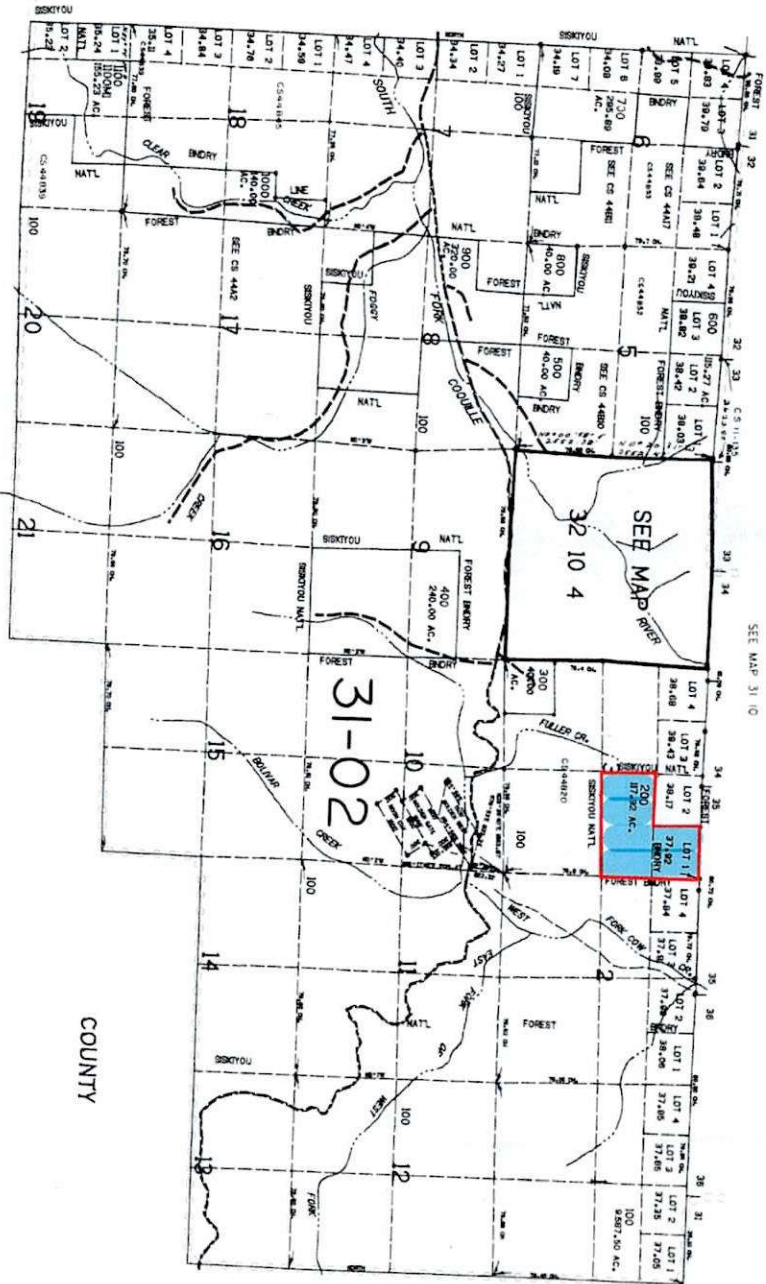
THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

T. 32S. R. 10W. W.M.  
COOS COUNTY

T. = 2000'

32 10  
& INDEX  
CANCELLED

SEE MAP 32 11



DOUGLAS COUNTY

DATES  
32 10  
& INDEX

**ATTACHMENT B**  
**Current Deed of Record**

Coos County, Oregon **2020-11555**  
**\$186.00 Pgs=21 11/17/2020 04:13 PM**  
eRecorded by: FIRST AMERICAN TITLE INSURANCE  
COMPANY - NCS ATLANTA  
Debbie Heller, CCC, Coos County Clerk

AFTER RECORDING, RETURN TO:  
John Hancock Life Insurance Company (U.S.A.)  
c/o Hancock Natural Resource Group, Inc.  
197 Clarendon Street, C-08-99  
Boston, MA 02116-5010

SEND TAX STATEMENTS TO:  
John Hancock Life Insurance Company (U.S.A.)  
c/o Hancock Natural Resource Group, Inc.  
197 Clarendon Street, C-08-99  
Boston, MA 02116-5010

When Recorded Return To:  
Kerri Lockwood  
First American Title Insurance Company  
National Commercial Services  
3455 Peachtree Rd NE, Ste. 675  
Atlanta, GA 30326  
File No: NCS 970590-C

**SPECIAL WARRANTY DEED**  
**(Coos County, Oregon)**

WEYERHAEUSER COMPANY, a Washington corporation, whose address is 220 Occidental Avenue South, Seattle, Washington 98104 ("**Grantor**") for valuable consideration, receipt of which is hereby acknowledged, does hereby convey and specially warrant to JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, whose address is c/o Hancock Natural Resource Group, Inc., 197 Clarendon Street, C-08-99, Boston, Massachusetts 02116-5010 ("**Grantee**"), the real property described on **Exhibit A** attached hereto and incorporated herein by this reference ("**Property**"), free of encumbrances created or suffered by the Grantor except as specifically set forth on **Exhibit B** attached hereto and incorporated herein by this reference.

The true consideration for this conveyance is \$47,517,088.62.

Grantor hereby expressly saves, excepts, and reserves, unto itself and its successors and assigns, all interest in oil, gas, and other liquid or gaseous hydrocarbons, including, without limitation, coal seam gas; geothermal resources, including, without limitation, geothermal steam and heat; aggregate resources, including, without limitation, sand, gravel, granite, basalt, limestone and dolomitic limestone; base and precious metals; industrial minerals, including, without limitation, silica, diatomaceous earth, heavy minerals (such as ilmenite, rutile and zircon) and hydraulic fracturing (frac) sand; ores; coal; lignite; ornamental stone and minerals of any and every nature, kind, or description whatsoever now or hereafter susceptible to commercial exploitation (collectively, "Mineral Resources"), in or upon the Real Property, together with the usual and customary rights of ingress and egress to and from Real Property, as required by Grantor in Grantor's reasonable discretion, for the purpose of exploring for such Mineral Resources from the Real Property by any and all means, and for developing, producing, extracting, or removing therefrom by any means now in use or hereafter developed all such Mineral Resources from the Real Property without any obligation to provide lateral or subjacent support, and to store, save, transport, treat, process, market, or otherwise utilize such Mineral Resources so produced from the Real Property; provided, however, that Grantee and Grantee's successors and assigns shall be compensated for any injury or damage to the surface of the Real Property or to the timber, crops or improvements thereon caused by the exercise of any rights herein as provided below.

This mineral reservation expressly excepts and excludes aggregate resources, including, without limitation, sand, gravel, granite, basalt, limestone, and dolomitic limestone extracted from the Real Property (including, without limitation, from existing gravel pits and quarries) exclusively for commercial forestry uses (including, without limitation, road building, repair and maintenance, landing construction, watercourse rip-rap, cut and fill stabilization and similar purposes) on the Real Property and other real property in the vicinity of the Real Property that is owned or managed by Grantee, its affiliates, or their respective successors and assigns, and in each case without any payment owed to Grantor, so long as such use does not unreasonably interfere with Grantor's right to develop and produce reserved Mineral Resources.



The exercise of the rights with respect to the Mineral Resources reserved in this instrument (collectively, "Mineral Operations") by Grantor and its successors and assigns shall be subject to the following requirements, which shall run with the Real Property and inure to the benefit of Grantee and its successors and assigns:

(a) General. For purposes of this Subsection (a) through Subsection (f) below, the term Grantor shall include Grantor's lessees, licensees, successors and assigns. Grantor shall (i) use only so much of the surface of the Real Property as is reasonably necessary to exercise Grantor's rights hereunder; (ii) do such acts as are commercially reasonable to prevent and suppress forest, brush and grass fires associated with such exercise; (iii) avoid unnecessary damage to improvements, roads, timber, crops, or other cover; (iv) not pollute surface waters, subterranean aquifers, and springs; (v) bury all pipelines at least three (3) feet below the surface with all pipelines marked at road crossings and enclosed in casings with sufficient strength to allow the passing of heavy equipment over the road without damage to the pipeline; (vi) conduct all Mineral Operations in a workman-like manner, consistent with good engineering practices and methods, and full compliance with all applicable laws, rules, regulations and permits then in effect and in accordance with Grantee's reasonable safety rules if made known to Grantor; (vii) timely pay for any and all taxes that may be levied or assessed against the Mineral Resources (to the extent the same are taxed separately and apart from the remainder of the Real Property) and any increase in property taxes payable by Grantee as a direct result of Mineral Operations; provided, however, Grantee (and its successors and assigns) shall be solely responsible for and shall timely pay all taxes that may be levied or assessed against any aggregate resources extracted from the Real Property by or on behalf of Grantee (and its successors and assigns); (viii) within 180 days after the conclusion of Mineral Operations on any portion of the Real Property, remove any equipment, structures or other non-road improvements placed on the Real Property in connection with such Mineral Operations, and if not so removed, then Grantee may elect either to have them removed at Grantor's expense or to take ownership of them; (ix) after consulting in good faith with Grantee, reclaim, including progressive reclamation, and remediate any portion of the Disturbed Surface (as defined in paragraph (d) below), as soon as reasonably practicable, in compliance with all applicable laws, rules, regulations and permits, and to the extent commercially reasonable, to a condition suitable for commercial forestry uses; and (x) indemnify, defend, and hold Grantee, its affiliates, and each of their respective employees, invitees, licensees, agents, representatives or contractors (collectively "Indemnified Parties") harmless from and against any claims, loss, cost, legal actions, liability or expenses (including, without limitation, reasonable attorney fees, consultant fees, court costs and other expenses incurred investigating or preparing for the foregoing) (collectively, "Losses") on account of personal injury to or death of any persons whatsoever (including, without limitation, employees of Grantee or Grantor) or damage to or destruction of property to whomsoever belonging (including, without limitation, property of Grantee) arising in connection with Mineral Operations, excepting only such Losses to the extent caused by the negligence and/or intentional misconduct of Indemnified Parties.

(b) Road Maintenance and Repair. With respect to Mineral Operations that use roads on the Real Property, the costs of road maintenance shall be reasonably and equitably allocated between Grantor and Grantee on the basis of respective uses of such roads. When any party uses a road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when the road or a portion thereof is being used solely by one party, such party shall maintain that portion of the road so used to the standards existing at the time use commenced. During periods which more than one party is using said road or a portion thereof, each party's share of maintenance and resurfacing shall be pro rata in proportion to its use thereof. For the purpose of this instrument, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur that is not caused by an authorized user of a road, Grantee shall cause replacement of such damaged road to occur, and Grantor shall reimburse Grantee for such costs pro rata in proportion to Grantor's use of such road. Unless Grantor and Grantee agree in writing to share the cost of improvements in advance of such improvements being made, said improvements shall be solely for the account of the improver.

(c) Roads Constructed by Grantor. All roads constructed by Grantor shall become the property of Grantee when such roads cease to be used in connection with Mineral Operations; provided, that (i) Grantor shall give Grantee written notice within 60 days after a road ceases to be used in connection with Mineral Operations, and

(ii) Grantee shall have the right, to be exercised by written notice to Grantor given within 60 days after Grantee's receipt of such notice from Grantor, to require that all or any lands affected by such road be reclaimed and restored by Grantor in accordance with this instrument. Grantee shall have the right in common with Grantor to use any such roads in such manner as will not unreasonably interfere with Mineral Operations.

(d) Disturbed Timber; Disturbed Surface. If Mineral Operations cause any injury or damage to the surface of the Real Property or the improvements thereon, including, without limitation, by the construction of any new roads on the Real Property (but excluding any injury or damage to existing roads for which maintenance costs are addressed in paragraph (b) above) (the "Disturbed Surface"), and/or any injury, damage or destruction of any merchantable, submerchantable, and pre-merchantable timber on the Real Property (the "Disturbed Timber"), Grantee shall be compensated by Grantor for the fair market value for such Disturbed Surface and Disturbed Timber. If Grantor and Grantee are unable to agree on the fair market value of the applicable Disturbed Surface and Disturbed Timber, then each such party shall select a licensed appraiser with at least 10 years' experience valuing rural property in the state of Oregon. The fair market value of Disturbed Surface shall include, without limitation, the costs to replant the Disturbed Surface with species designated by Grantee. The two appraisers shall then select a third appraiser with equal or superior qualifications to provide the fair market value of the applicable Disturbed Surface and Disturbed Timber. The third appraiser's value shall be the final value, and the parties shall be bound to such value as the fair market value. Each party shall bear one-half of the costs of the third appraiser.

(e) Notice. For Mineral Operations that will not result in Disturbed Surface or Disturbed Timber and will not otherwise affect Grantee's commercial forestry operations, Grantor shall provide Grantee with verbal notice at least 24 hours before entering upon the surface of the Real Property. Grantor shall provide prompt written notice to Grantee following the occurrence of any unanticipated Disturbed Surface or Disturbed Timber. For Mineral Operations that could reasonably be expected to result in Disturbed Surface or Disturbed Timber or to otherwise affect Grantee's commercial forestry operations, Grantor shall provide written notice to Grantee at least 30 days prior to conducting such Mineral Operations, with such notice reasonably describing the proposed operations and its location and anticipated duration ("Mineral Operations Notice"). Grantee shall have 30 days from receipt of a Mineral Operations Notice to, in its reasonable judgment, consent to the operations proposed in the Mineral Operations Notice, which consent shall not be unreasonably withheld or delayed. Approval of such operations may include reasonable modifications required by Grantee as a condition of approval. If Grantee objects to proposed operations within such 30-day period, the parties will consult and attempt to agree on modifications to the proposed operations. If the parties cannot agree within 30 days after Grantee's objection, Grantor may proceed with its proposed operations, but Grantor's right to proceed shall be without prejudice to any rights Grantee may have at law or otherwise with respect to such operations. Following receipt of a Mineral Operations Notice, Grantee may conduct timber harvest operations on the portion of the Real Property subject to such Mineral Operations Notice during the 30-day notice period, and Grantee's net proceeds, if any, from such timber harvest operations shall be deducted from the fair market value owed by Grantor under paragraph (d) above.

(f) Insurance. Before commencing Mineral Operations and at all times while Mineral Operations are being conducted and until any required reclamation attributable to any Mineral Operations is complete, Grantor, at its sole cost and expense, shall carry and maintain continuously, the following:

(i) Commercial general liability coverage with limits of not less than \$2,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury, including death, and property damage on a standard ISO occurrence form, which shall not have any restrictions or exclusions added by endorsement without the written approval of such endorsements/exclusions by Grantee. The policy coverage (1) shall include coverage for 3rd party fire fighting expense, and, if blasting or excavation is to be done, underground damage);

(ii) Automobile liability coverage with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, covering owned, hired and non-owned vehicles (including the "pollution from autos endorsement," ISO Form CA 99 48);

(iii) Insurance in accordance with all applicable requirements under state law relating to workers' compensation for all employees entering the Real Property and employer's liability coverage with limits of not less than \$1,000,000 per accident/disease/employee; and

(iv) Contractor's Pollution liability insurance with limits of not less than \$2,000,000 per each claim, including coverage for cost of clean-up of any hazardous substances released during the Mineral Operations.

(v) Excess Insurance following form over the general liability, employer's liability, auto and pollution policies described above with limits not less than \$5,000,000 per occurrence.

On January 1, 2030, and each ten-year anniversary of such date thereafter, each of the minimum limits set forth above shall be increased by multiplying such minimum limit by a fraction, the numerator of which shall be the most recent Consumer Price Index for All Urban Consumers (1982-84=100) as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI") and the denominator of which shall be most recent CPI published prior to January 1, 2020. If CPI ceases to be published, any reasonably equivalent index published by the Bureau of Labor Statistics may be substituted by Grantee. If the base year for CPI is changed or if publication of the index is discontinued, the parties shall make adjustments or, if necessary, select an appropriate alternative index to achieve the same economic effect.

The general liability, auto and excess policies shall name each of Grantee and its affiliates (individually and collectively, the "Insured Parties") as an "Additional Insured" providing coverage at least as broad as that provided to the named insured on the policies and the "Additional Insured" status must provide coverage for both on-going and completed operations on forms acceptable to Grantee. Grantor shall provide prompt written notice to Grantee of any cancellation of the policies or any modification of the policies that reduces either the scope of coverage or the available limits of coverage. The aggregate insurance limits for liability and excess coverage will be specific to the Mineral Operations on a per project basis. The coverages will primary, exclusive of any coverage carried by the Insured Parties, and will be exhausted first notwithstanding that the Insured Parties may have other valid and collectible insurance covering the same risk. All of Grantor's insurance policies shall include a waiver of subrogation in favor of the Insured Parties. Nothing herein contained will limit the Grantor's liability to the Insured Parties to the scope or the amount of the insurance coverage. Such policies of insurance shall be written by duly licensed insurance companies satisfactory to Grantee in Grantee's reasonable business judgment. Notwithstanding the foregoing, Grantor (and, as used in this sentence, "Grantor" refers only to the original grantor and not its lessees, licensees, successors and assigns) may self-insure any of the insurance requirements described above with the prior consent of Grantee, which consent shall not be unreasonably withheld, provided that Grantor's lessees, licensees, successors and assigns shall be entitled to self-insure only with the prior consent of Grantee in Grantee's sole discretion.

Grantor shall ensure that all of its subcontractors and agents entering onto the Real Property and owners of vehicles or other equipment used in connection with Mineral Operations strictly comply with the insurance requirements provided in this paragraph (f) (including the duty to name Insured Parties as additional insureds and to waive subrogation) with the sole exception being the requirement to maintain excess insurance. Grantor is responsible to ensure that these requirements are met, and Grantor will supply Grantee with evidence that it and its subcontractors and agents have fully complied with these insurance requirements in a form as Grantee may deem acceptable), together with copies of all endorsements. The premiums, deductibles and all other costs for all insurance required under this paragraph (f) shall be the obligation of and paid for by Grantor and/or its subcontractors. Any additional insurance limits or coverages maintained by Grantor or its subcontractors and agents shall be deemed to have been required in this paragraph (f) and will be subject to all requirements set forth herein (specifically including the additional insured and waiver of subrogation requirements).

Notwithstanding the foregoing, Grantor and Grantee shall discuss reasonable modification to the above insurance requirements under certain circumstances in which the activity to be performed on the Real Property may not reasonably require the insurance coverage and limits set forth above.

(g) Mineral Leases. Any lease or other agreement entered into by Grantor that permits a third party to conduct Mineral Operations on the Real Property shall expressly require such third party agree to be bound in writing by the terms and conditions of this instrument, including, without limitation, the insurance requirements set forth in paragraph (f) above, and to bear and assume all liabilities and obligations with respect to the Mineral Operations to be conducted by such third party that are imposed upon Grantor and its successors and assigns under

this instrument, and such lease or other agreement also shall expressly state that such provisions are for the benefit of Grantee and its successor and assigns.

Grantee acknowledges that the Property conveyed herein is or may be adjacent to Grantor's timberlands and may be subject to conditions resulting from Grantor's commercial forestry operations and mineral operations on said adjacent lands. Such operations include management and harvesting of timber, disposal of slash (including, without limitation, slash burning and other controlled burning), reforestation, application of chemicals, road construction and maintenance, transportation of forest products, and other accepted and customary forest management activities conducted in accordance with federal and state laws, and commercial exploitation of mineral resources, including all methods of developing, producing, extracting or removing mineral resources therefrom. Said management activities ordinarily and necessarily produce noise, dust, smoke, appearance and other conditions which may conflict with Grantee's use of the Property. Grantee, its heirs, successors and assigns hereby waive all common law rights to object to normal, necessary and non-negligent management activities legally conducted on Grantor's adjacent property. Grantee, its heirs, successors and assigns will not object to the legal application of chemicals, including, without limitation, pesticides and herbicides, on Grantor's adjacent property. It is intended and agreed this covenant shall be of the public record and forever remain a covenant with the Property now or hereafter adjacently acquired by Grantee, and any party acquiring an interest in said Property shall be bound by the terms of the covenant.

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 AND 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 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Effective the 17<sup>th</sup> day of November, 2020.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date first written above.

WEYERHAEUSER COMPANY,  
a Washington corporation

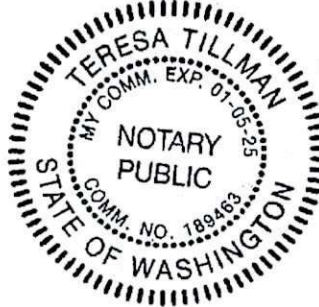
By: Kristy Harlan  
Name: Kristy T. Harlan  
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF WASHINGTON     )  
  )  
COUNTY OF KING         )

On this 12<sup>th</sup> day of November, 2020, I certify that I know or have satisfactory evidence that Kristy T. Harlan is the person who appeared before me, and said person acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as the Senior Vice President of Weyerhaeuser Company, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



Teresa Tillman  
Notary Public in and for the State of Washington  
Residing in King County  
My Commission Expires: Jan 05, 2025  
Printed Name: Teresa Tillman

**EXHIBIT A to the Special Warranty Deed**

Legal Description of the Property

**IN COOS COUNTY, OREGON:**

THE FOLLOWING DESCRIBED PROPERTY IN TOWNSHIP 25 SOUTH, RANGE 12 WEST of the Willamette Meridian, Coos County, Oregon:

Parcel 1

SECTION 31:

All that portion of Government Lot 4, lying North of the cut off channel between Coos River and Catching Inlet.

25-12W-31B-00200

THE FOLLOWING DESCRIBED PROPERTY LYING IN TOWNSHIP 28 SOUTH, RANGE 9 WEST, of the Willamette Meridian of Coos County, Oregon:

Parcel 8

SECTION 14:

All.

EXCEPTING THEREFROM THE FOLLOWING: That portion conveyed to The United States of America, by Deed, Recorded June 29, 1955, in Book 243, Page 263, Recorder's No. 92382, Records of Coos County, Oregon.

ALSO EXCEPTING THEREFROM that portion lying within the County Road.

28-09W-14-00100

Parcel 9

SECTION 16:

All.

28-09W-00-01700

Parcel 11

SECTION 20:

All.

28-09W-00-02000

Parcel 13

SECTION 24:

All.

28-09W-00-02600

Parcel 15

SECTION 28:

The Northeast quarter.

28-09W-00-03000

Parcel 17

SECTION 32:

All.

28-09W-00-03600

THE FOLLOWING DESCRIBED PROPERTY LYING IN TOWNSHIP 28 SOUTH, RANGE 10 WEST, of the Willamette Meridian of Coos County, Oregon:

Parcel 22

SECTION 31:

Government Lot 1; the North half of the Northwest quarter.

28-10W-00-07000

Parcel 25

SECTION 34:

The Southeast quarter of the Northwest quarter; the Northeast quarter of the Southwest quarter; the West half of the West half.

28-10W-00-06000

Parcel 26

SECTION 35:

The West half of the East half; the East half of the West half.

28-10W-00-05700

THE FOLLOWING DESCRIBED PROPERTY LYING IN TOWNSHIP 29 SOUTH, RANGE 9 WEST, of the Willamette Meridian of Coos County, Oregon:

Parcel 30

SECTION 16:

Exhibit A To The Special Warranty Deed

All.

29-09W-00-00800

Parcel 35

SECTION 28:

The Southwest quarter.

29-09W-00-01100 (portion)

Parcel 36

SECTION 29:

The Southeast quarter of the Southeast quarter.

29-09W-00-01100 (portion)

Parcel 38

SECTION 31:

The East half of the Southwest quarter.

29-09W-00-01100 (portion)

Parcel 39

SECTION 32:

The East half; the North half of the Southwest quarter; the East half of the Northwest quarter.

29-09W-00-01100 (portion)

Parcel 40

SECTION 33:

The Southwest quarter of the Southwest quarter.

29-09W-00-02400

THE FOLLOWING DESCRIBED PROPERTY LYING IN TOWNSHIP 29 SOUTH, RANGE 10 WEST, of the Willamette Meridian of Coos County, Oregon:

Parcel 41

SECTION 2:

Government Lot 2; the Southwest quarter of the Northeast quarter; the Northwest quarter of the Southeast quarter; the Northeast quarter of the Southwest quarter; and the Southwest quarter of the Northwest quarter.

Exhibit A To The Special Warranty Deed



29-10W-00-00300 & 00600

Parcel 44

SECTION 6:

Government Lots 6 and 7.

29-10W-06-00200

Parcel 47

SECTION 10:

The West half.

29-10W-00-01800 & 01900

Parcel 49

SECTION 12:

The Southeast quarter; the South half of the Northeast quarter; the Southeast quarter of the Northwest quarter; the Northeast quarter of the Southwest quarter.

29-10W-00-02500 (portion)

Parcel 50

SECTION 15:

The Southwest quarter of the Southeast quarter.

29-10W-00-02800

Parcel 55

SECTION 22:

The Northwest quarter.

29-10W-22-00400 & 00500

Parcel 56

SECTION 23:

Government Lots 3 and 6.

29-10W-00-03900

Parcel 57

SECTION 24:

Exhibit A To The Special Warranty Deed

Government Lots 1 and 2.

29-10W-00-04500

Parcel 58

SECTION 28:

The West half of the Northeast quarter; the North half of the Northwest quarter.

29-10W-28-00200, 00300 & 00400

Parcel 59

SECTION 29:

The East half of the Northeast quarter.

29-10W-29-00100

Parcel 61

SECTION 32:

The East half of the Southwest quarter; the Southwest quarter of the Southwest quarter.

29-10W-00-05500

Parcel 62

SECTION 36:

Government Lots 1 and 2; the South half of the Northeast quarter.

29-10W-00-06400 & 06500

THE FOLLOWING DESCRIBED PROPERTY LYING IN TOWNSHIP 30 SOUTH, RANGE 10 WEST, of the Willamette Meridian of Coos County, Oregon:

Parcel 73

SECTION 13:

The South half of the North half; the South half.

EXCEPTING THEREFROM THE FOLLOWING: That portion embraced in the Relocated Coos Bay- Roseburg Highway No. 42.

ALSO EXCEPTING THEREFROM that part sold in Instrument, Recorded November 4, 2011, in Recorder's No. 2011-8857, Re-Recorded February 27, 2012, Recorder's No. 2012-1545 and Re-Recorded August 27, 2012, Recorder's No. 2012-7062, Records of Coos County, Oregon.

30-10W-13-00200

Exhibit A To The Special Warranty Deed

Parcel 80

SECTION 20:

The East half of the Northwest quarter; Northwest quarter of the Northeast quarter.

30-10W-00-00500 (portion)

Parcel 83

SECTION 23:

The Northeast quarter.

30-10W-23-00100

Parcel 84

SECTION 24:

The North half.

30-10W-00-00500 (portion)

Parcel 89

SECTION 29:

The East half; the North half of the Southwest quarter; the South half of the Northwest quarter.

30-10W-00-00500 (portion)

THE FOLLOWING DESCRIBED PROPERTY LYING IN TOWNSHIP 30 SOUTH, RANGE 11 WEST, of the Willamette Meridian of Coos County, Oregon:

Parcel 104

SECTION 26:

The East half of the Southeast quarter; the Southwest quarter of the Southeast quarter; the Southeast quarter of the Southwest quarter.

30-11W-00-02300

Parcel 108

SECTION 31:

The East half of the Northeast quarter; the Southeast quarter.

30-11W-00-01300 (portion)

Parcel 109

SECTION 32:

Exhibit A To The Special Warranty Deed

The West half.

30-11W-00-01300 (portion)

Parcel 112

SECTION 35:

The Northeast quarter of the Northwest quarter; the Northwest quarter of the Northeast quarter.

30-11W-00-03600

Parcel 113

SECTION 36:

Government Lots 3 and 4; the East half of the Northeast quarter; the Northeast quarter of the Southeast quarter.

30-11W-00-03801

THE FOLLOWING DESCRIBED PROPERTY LYING IN TOWNSHIP 30 SOUTH, RANGE 12 WEST, of the Willamette Meridian of Coos County, Oregon:

Parcel 115

SECTION 17:

All that portion of the South half of the Southwest quarter lying Southerly of a line beginning at a point on the Section line between Sections 17 and 20, Township 30 South, Range 12 West, Willamette Meridian in Coos County, Oregon, said point being 294.2 feet East from the West 1/16 corner between said Sections 17 and 20, and is the intersection of a branch of Dement Creek and said Section line; thence Northwesterly along said branch of Dement Creek to the Dement Creek County Road; thence Southwesterly along the Dement Creek County Road to the Section line between Sections 17 and 18, Township 30 South, Range 12 West, Willamette Meridian in Coos County, Oregon.

SECTION 18:

All that portion of the Southeast quarter of the Southeast quarter lying Easterly of the Dement Creek County Road.

30-12W-17-00500

Parcel 116

SECTION 20:

The East half; the East half of the West half; the Northwest quarter of the Southwest quarter and the West half of the Northwest quarter.

ALSO the following described Parcel: Beginning at the quarter corner between Sections 20 and 21, Township 30 South, Range 12 West, Willamette Meridian, said corner being marked by an iron pipe with a brass cap; thence along an existing fence which is described as follows: North 23° 33' 36" East, 42.87 feet to a 5/8 inch rebar; thence North 0° 27' 57" East, 333.77 feet to a 5/8 inch rebar; thence North 0° 8' 52" West, 164.66 feet to a 5/8 inch rebar; thence North 0° 36' 29" East, 318.73 feet to a 5/8 inch rebar; thence North 0° 35' 43" West, 137.54 feet to a 5/8 inch rebar; thence North 8° 27' 50" East, 83.25 feet to a 5/8 inch rebar; thence North 1° 23' 21" West, 247.44 feet to a 5/8 inch rebar; thence North 0° 48' 50" East, 183.24 feet to a 5/8 inch rebar; thence North 0° 20' 33" West, 165.94 feet to a

5/8 inch rebar; thence North 0° 20' 51" East, 196.60 feet to a 5/8 inch rebar; thence North 0° 36' 17" West, 225.69 feet to a 5/8 inch rebar; thence North 0° 1' 38" East, 184.78 feet to a 5/8 inch rebar; thence North 0° 22' 25" West, 225.33 feet to a 5/8 inch rebar; thence North 0° 00' East, 159.50 feet, more or less, to the North line of said Section 21; thence North 89° 50' 58" West, 34.84 feet to the Northwest corner of said Section 21; thence South 0° 10' 32" East along the Section line between Sections 20 & 21, 2664.81 feet to the true point of beginning.

EXCEPTING THEREFROM the following described Parcel: Beginning at the quarter corner between Sections 20 and 21, Township 30 South, Range 12 West, Township 30 South, Range 12 West, Willamette Meridian, said corner being marked by an iron pipe with a brass cap; thence along an existing fence which is described as follows: South 31° 12' 29" West, 80.44 feet to a 5/8 inch rebar; thence South 9° 39' 45" West, 81.47 feet to a 5/8 inch rebar; thence South 5° 1' 39" West, 248.51 feet to a 5/8 inch rebar; thence South 9° 48' 21" West, 159.10 feet to a 5/8 inch rebar; thence South 0° 1' 38" West, 334.76 feet to a 5/8 inch rebar; thence South 2° 51' 4" West, 346.24 feet to a 5/8 inch rebar; thence South 8° 44' 35" East, 746.90 feet to a 5/8 inch rebar; thence South 8° 47' 43" East, 219.61 feet to a 5/8 inch rebar; thence South 9° 20' 35" West, 74.24 feet to a 5/8 inch rebar; thence South 4° 57' 35" East, 156.46 feet to a 5/8 inch rebar; thence South 7° 22' 55" East 239.42 feet, more or less, to a fence corner; thence North 90° 00' East for 3.24 feet to a brass cap which is the Southeast corner of Section 20; thence North 0° 43' 55" West along the Section line between Sections 20 and 21, 2656.05 feet to the true point of beginning.

30-12W-00-01000

THE FOLLOWING DESCRIBED PROPERTY LYING IN TOWNSHIP 31 SOUTH, RANGE 11 WEST, of the Willamette Meridian of Coos County, Oregon:

Parcel 156

SECTION 2:

Government Lots 1 and 2; the South half of the Northeast quarter; the Southeast quarter.

31-11W-00-00100 (portion)

Parcel 170

SECTION 21:

The Northwest quarter of the Northeast quarter; the North half of the Northwest quarter.

31-11W-00-00100 (portion)

Parcel 179

SECTION 31:

Government Lots 3 and 4; the East half of the Southwest quarter; and the Southwest quarter of the Southeast quarter.

31-11W-31-00400

THE FOLLOWING DESCRIBED PROPERTY LYING IN TOWNSHIP 31 SOUTH, RANGE 12 WEST, of the Willamette Meridian of Coos County, Oregon:

Parcel 187

SECTION 4:

Exhibit A To The Special Warranty Deed

A strip of land 100 feet in width, as at present surveyed and marked out, extending through and across the following described lands: Government Lot 1, Section 4, and more particularly described as being a strip of land 50 feet in width on each side of a line described as follows: Beginning at Station 1055+60 which is a point 175 feet West of the Northeast corner of Section 4; thence by a 05° curve to the left 314.8 feet; thence South 34° 48' East 50.2 feet to Station 1059+25 which is a point 320 feet South of the Northeast corner of said Section 4.

31-12W-03-00504

Parcel 189

SECTION 6:

The Northeast quarter of the Southeast quarter.

31-12W-00-00300

Parcel 191

SECTION 10:

That portion of the Northeast quarter of the Northwest quarter; the South half of the Northwest quarter and the Northwest quarter of the Southwest quarter lying South of the Georgia-Pacific Railroad Right of Way and East of Baker Creek.

31-12W-10-00700 & 00801

Parcel 192

SECTION 11:

Government Lots 10, 11, 14, 15, and Government Lot 1. EXCEPTING THEREFROM that portion lying North of the railroad right of way.

ALSO EXCEPTING THEREFROM the following: A strip of land 50 feet in width on each side of the following described line:

Beginning at said Station 1162+60.5, which is a point 710 feet South of the Northwest corner of the Northeast quarter of the Northeast quarter of Section 10, Township 31, Range 12 West; thence by a 6° curve to the right 340.1 feet; thence South 54° 28' East 1237.4 feet to a point on the section line 1581 feet South of the Northeast corner of said Section 10; thence South of the Northeast corner of said Section 10; thence South 54° 28' East 967.4 feet; thence by an 8° curve to the left 565 feet to Station 1193+70.4 which is a point 2242 feet South of the Northeast corner of the Northwest quarter of the Northwest quarter of Section 11, Township 31 South, Range 12 West, W.M.

ALSO EXCEPTING THEREFROM the following: Those tracts of land described in Book 213, Page 600, Deed Records of Coos County, Oregon and in Book 252, Page 556, Deed Records of Coos County, Oregon.

31-12W-11-00800, 00900

Parcel 195

SECTION 14:

Governments Lots 1, 3, and 4.

PARCEL "A"

Exhibit A To The Special Warranty Deed

Beginning at the North quarter corner of Section 14, which is marked by a Brass Cap; thence North 86° 39' 27" East a distance of 1357.41 feet to a calculated point for the East 1/16 corner on the North line of Section 14; thence South 0° 48' 36" East a distance of 526.16 feet to a 5/8 inch rebar; thence North 83° 29' 51" West a distance of 309.21 feet to a 5/8 inch rebar; thence South 48° 40' 54" West a distance of 159.77 feet to a 5/8 inch rebar; thence South 60° 50' 01" West a distance of 444.52 feet to a 5/8 inch rebar; thence South 53° 30' 08" West a distance of 146.81 feet to a 5/8 inch rebar; thence South 22° 58' 01" West a distance of 223.24 feet to a 5/8 inch rebar; thence South 50° 16' 30" West a distance of 190.51 feet to a 5/8 inch rebar; thence South 69° 52' 44" West a distance of 181.36 feet to a 5/8 inch rebar; thence North 1° 12' 12" West a distance of 1211.22 feet to the point of beginning.

PARCEL "B"

Beginning at the West quarter corner of Section 14, which is marked by a Brass Cap; thence North 3° 25' 13" West a distance of 1342.84 feet to the North 1/16 corner of the West line of Section 14, which is marked by a Brass Cap; thence North 86° 29' 43" East a distance of 1331.56 feet to the Northwest 1/16 corner of Section 14, which is marked by a Aluminum Cap; thence continuing North 86° 29' 43" East a distance of 1001.34 feet to a 5/8 inch rebar; thence South 50° 42' 21" West a distance of 46.46 feet to a 5/8 inch rebar; thence South 66° 23' 17" West a distance of 138.26 feet to a 5/8 inch rebar; thence South 36° 35' 42" West a distance of 124.49 feet to a 5/8 inch rebar; thence South 67° 07' 37" West a distance of 78.49 feet to a 5/8 inch rebar; thence South 47° 20' 21" West a distance of 117.43 feet to a 5/8 inch rebar; thence South 35° 24' 39" West a distance of 80.48 feet to a 5/8 inch rebar; thence South 61° 26' 43" West a distance of 164.56 feet to a 5/8 inch rebar; thence South 70° 33' 10" West a distance of 144.29 feet to a 5/8 inch rebar; thence South 69° 48' 02" West a distance of 216.83 feet to a 5/8 inch rebar; thence South 38° 17' 03" West a distance of 149.10 feet to a 5/8 inch rebar; thence South 28° 02' 39" West a distance of 99.94 feet to a 5/8 inch rebar; thence South 44° 41' 35" West a distance of 282.56 feet to a 5/8 inch rebar; thence South 72° 35' 01" West a distance of 131.43 feet to a 5/8 inch rebar; thence South 58° 35' 39" West a distance of 87.72 feet to a 5/8 inch rebar; thence South 87° 13' 14" West a distance of 61.56 feet to a 5/8 inch rebar; thence South 74° 34' 52" West a distance of 143.85 feet to a 5/8 inch rebar; thence South 68° 15' 10" West a distance of 77.82 feet to a 5/8 inch rebar; thence South 31° 44' 04" West a distance of 151.25 feet to a 5/8 inch rebar; thence South 35° 28' 39" West a distance of 141.16 feet to a 5/8 inch rebar; thence South 62° 45' 29" West a distance of 192.03 feet to a 5/8 inch rebar; thence South 81° 02' 41" West a distance of 181.37 feet to the point of beginning.

31-12W-14-00100, 00202, 00203, 00300

Parcel 197

SECTION 20:

The East half; the Northeast quarter of the Southwest quarter; the South half of the Northwest quarter.

31-12W-00-01900

Parcel 198

SECTION 22:

The Southeast quarter.

31-12W-00-02000

THE FOLLOWING DESCRIBED PROPERTY LYING IN TOWNSHIP 32 SOUTH, RANGE 10 WEST, of the Willamette Meridian of Coos County, Oregon:

Parcel 202

SECTION 3:

Exhibit A To The Special Warranty Deed

Government Lot 1; the South half of the Northeast quarter.

32-10W-00-00200

Parcel 204

SECTION 5:

The Southwest quarter of the Southeast quarter; the Southwest quarter of the Southwest quarter.

32-10W-00-00500 & 00800

Parcel 207

SECTION 18:

The East half of the Northeast quarter of the Northeast quarter; the Southeast quarter of the Northeast quarter; the East half of the Southeast quarter.

32-10W-00-01000

THE FOLLOWING DESCRIBED PROPERTY LYING IN TOWNSHIP 32 SOUTH, RANGE 11 WEST, of the Willamette Meridian of Coos County, Oregon:

Parcel 222

SECTION 24:

The South half of the Northwest quarter; the North half of the Southwest quarter.

32-11W-00-01000

Parcel 223

SECTION 27:

The West half; the Southeast quarter.

32-11W-00-01300

THE FOLLOWING DESCRIBED PROPERTY LYING IN TOWNSHIP 32 SOUTH, RANGE 12 WEST, of the Willamette Meridian of Coos County, Oregon:

Parcel 225

SECTION 1:

Government Lots 5, 6, 7, 10, 11, 12, 13, and 14; the North half of the Southwest quarter.

32-12W-00-00100 (portion)

Parcel 226

SECTION 2:

Exhibit A To The Special Warranty Deed



Government Lots 6, 7, 8, 9, 10 and 11.

32-12W-00-00100 (portion)

Parcel 227

SECTION 11:

The Southwest quarter.

32-12W-00-00300

THE FOLLOWING DESCRIBED PROPERTY LYING IN TOWNSHIP 33 SOUTH, RANGE 11 WEST, of the Willamette Meridian of Coos County, Oregon:

Parcel 238

SECTION 21:

The Southeast quarter.

33-11W-00-00600 (portion)

Parcel 239

SECTION 28:

The North half of the North half; the Southwest quarter of the Southwest quarter; the North half of the Southwest quarter; the South half of the Northwest quarter.

33-11W-00-00600 (portion)

Parcel 240

SECTION 29:

The Southeast quarter; the South half of the Northeast quarter.

33-11W-00-00500 & 00600 (portion)

THE FOLLOWING DESCRIBED PROPERTY LYING IN TOWNSHIP 29 SOUTH, RANGE 10 WEST, of the Willamette Meridian of Coos County, Oregon:

Parcel 242

SECTION 22:

The West half of the Southeast quarter; the South half of the Northeast quarter; the East half of the Southeast quarter; and the Northwest quarter of the Northeast quarter.

EXCEPTING THEREFROM: Beginning at a 5/8 inch iron rod from which the South quarter corner of Section 22, Township 29 South, Range 10 West of the Willamette Meridian, Coos County, Oregon bears South 2° 13' West 1521.95 feet; thence along the North-South centerline of said Section 22 North 2° 13' East 344.0 feet to a 5/8 inch iron rod; thence South 87° 47' East 613.26 feet to a 5/8 inch iron rod; thence along the Westerly line of Sandy Creek

Exhibit A To The Special Warranty Deed

County Road South 9° 14' East 193.34 feet to a point; thence South 10° 39' West 156.18 feet to a 5/8 inch iron rod;  
thence North 87° 47' West 628.73 feet to the place of beginning.

29-10W-22-00300

Exhibit A To The Special Warranty Deed

## Exhibit B to the Special Warranty Deed

### Permitted Encumbrances

1. Liens for Taxes that are not yet due and payable as of the date of recordation of this deed;
2. All land use (including environmental and wetlands), building, forestry, and zoning laws, rules, regulations, codes and ordinances affecting the Real Property or the use thereof;
3. Any rights of the United States of America, of the State of Oregon or any other Governmental Entity or the public, in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Real Property, including riparian rights and navigational servitudes, or to the beds and banks of such water courses below the ordinary highwater mark thereof;
4. All existing public streets;
5. All (i) cemeteries and burial grounds, and (ii) all electric power, telephone, gas, sanitary, storm water, water and other utility lines on, over or under the Real Property, together with any applicable recorded easements or permits, and prescriptive rights for the same;
6. All mineral rights or reservations, oil, gas or mineral leases, water districts, water rights, restrictions or reservations outstanding in third parties, or to the extent reserved by Grantor in this deed;
7. Liens or encumbrances affecting the Real Property created or suffered by Grantee;
8. Reservations in federal patents and acts authorizing the same;
9. Possible additional taxes and penalties that may be assessed if the Real Property is disqualified for assessment on the basis of forestland or farmland use;
10. All matters affecting title to the Real Property that would be disclosed by a thorough physical inspection or accurate survey of the Real Property;
11. Indian treaty or aboriginal rights, including related recorded easements and equitable servitudes, court orders and settlements, and aboriginal antiquities, and all rights that may arise with respect to Indian reservations recognized under applicable law;
12. Rights, if any, of persons in possession, with or without consent of the owner of the Real Property, and any and all claims of adverse possession;
13. All easements, rights-of-way, licenses and other such similar encumbrances of record;
14. Any restrictions on the Real Property pursuant to the Oregon Forest Practices Act, and all taxes, fees and charges that may be levied pursuant thereto;
15. Any loss or claim due to any indefiniteness or uncertainty in the legal description of the Real Property;
16. Rights-of-way for railroads, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the Real Property;
17. Rights of parties under the leases and contracts, if any, assigned by Grantor to Grantee on the date of this deed;
18. The terms and conditions of permits, if any, assigned to Grantee on the date of this deed;

19. Any loss or claim due to lack of access to any portion of the Real Property, it being agreed upon by the Grantee by way of acceptance of this deed that access to the Real Property is not guaranteed by Grantor and Grantee is responsible for determining access to the Real Property, including contacting any responsible governmental entities regarding applicable access, permits or restrictions; and

20. Schedule B, Part Two, Coos County Special Exception Nos. 7, 8, 9, 10, 11, 15, 17, 20, 21, 24, 25, 26, 29, 30, 31, 32, 35, 36, 38, 39, 40, 45, 47, 49, 50, 53, 54, 59, 63, 64, 66, 70, 71, 72, 73, 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 87, 89, 91, 92, 93, 94, 100, 101, 102, 104, 105, 107, 108, 109, 111, 112, 114, 115, 116, 119, 123, 124, 126, 129, 137, 138, 139, 140, 141, 142, 146, 148, 150, 151, 153, 154, 157, 159, 160, 162, 163, 164, 165, 166, 168, 169, 170, 173, 175, 176, 178, 182, 184, 185, 187 and 188 as set forth in First American Title Insurance Company Proforma, No. 970590-JHUSA, dated effective date and time of recording, covering the Property described in this deed.

**ATTACHMENT C**  
**Deed of Evidence**

65-2-4679

D E E D

KNOW ALL MEN BY THESE PRESENTS that EVANS PRODUCTS COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it paid by GEORGIA-PACIFIC CORPORATION, a Georgia corporation, does hereby grant, bargain, sell and convey unto the said GEORGIA-PACIFIC CORPORATION, its successors and assigns, all of the following described real property situated in the County of Coos, State of Oregon, including all timber standing or lying thereon and all mineral rights owned by Evans Products Company incident thereto, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining:

Lands in Coos County, Oregon

Tract No.

Township 28 South, Range 10 West, Willamette Meridian

1. Section 12 - SW 1/4
2. Section 30 - NE 1/4; NE 1/4 NW 1/4; W 1/2 NW 1/4
3. Section 22 - NE 1/4
4. Section 24 - W 1/2; N 1/2 NW 1/4 SW 1/4 SE 1/4
5. Section 26 - N 1/2 S 1/2
6. Section 27 - W 1/2 SE 1/4; SE 1/4 SE 1/4
7. Section 28 - S 1/2 S 1/2; NW 1/4 SE 1/4
8. Section 30 - NE 1/4
9. Section 31 - S 1/2 NE 1/4; N 1/2 NW 1/4; Lot 1
10. Section 32 - All
11. Section 33 - W 1/2 W 1/2

65-12- 4680

Tract No.

12. Section 34 - SE 1/4 NW 1/4; NE 1/4 SW 1/4; W 1/2 W 1/2  
13. Section 35 - W 1/2 E 1/2; SE 1/4 SW 1/4

Township 28 South, Range 12 West, Willamette Meridian

14. Section 29 - SE 1/4

Township 29 South, Range 9 West, Willamette Meridian

15. Section 17 - NW 1/4 SE 1/4; SE 1/4 SW 1/4  
16. Section 19 - NW 1/4 NE 1/4; E 1/2 NW 1/4; Lot 2  
17. Section 28 - NW 1/4  
18. Section 29 - NW 1/4 NW 1/4; S 1/2 NW 1/4; SW 1/4 NE 1/4;  
NW 1/4 SE 1/4; SE 1/4 SE 1/4  
19. Section 30 - N 1/2  
20. Section 31 - E 1/2 SW 1/4

Township 29 South, Range 10 West, Willamette Meridian

21. Section 2 - W 1/2 NE 1/4; SW 1/4 NW 1/4; NE 1/4 SW 1/4;  
NW 1/4 SE 1/4  
22. Section 4 - All except SE 1/4 SW 1/4  
23. Section 5 - Lots 1, 2, 3, and 4  
24. Section 6 - Lots 6 and 7  
25. Section 8 - W 1/2 NW 1/4; S 1/2 NE 1/4; S 1/2  
26. Section 9 - W 1/2 SW 1/4  
27. Section 10 - SW 1/4  
28. Section 12 - N 1/2 N 1/2  
29. Section 15 - SW 1/4 SE 1/4  
30. Section 17 - N 1/2  
31. Section 18 - All except Lot 7  
32. Section 19 - All  
33. Section 22 - NW 1/4  
34. Section 24 - N 1/2 NE 1/4; SE 1/4 SW 1/4

65-2- 4681

Tract No.

35. Section 26 - Lots 4 and 5; SW 1/4
36. Section 28 - N 1/2 NW 1/4; W 1/2 NE 1/4
37. Section 29 - E 1/2 NE 1/4
38. Section 30 - SE 1/4; SW 1/4 NE 1/4; Lots 1 and 6; all of the S 1/2 of Lot 2 lying East of the Middle Fork of the Coquille River; Beginning at the center of the Middle Fork of the Coquille River on the line between Section 30, Township 29 South, Range 10 West of the Willamette Meridian and Section 36, Township 29 South, Range 11 West of the Willamette Meridian; running thence East parallel with the South line of said Section 30 to the East line of Lot 2 of said Section 30; running thence South to the South line of said Section 30; running thence West to the Southwest corner of said Section 30; running thence North to the place of beginning.
39. Section 32 - NE 1/4 SW 1/4; S 1/2 SW 1/4
40. Section 34 - E 1/2; NE 1/4 NW 1/4; S 1/2 NW 1/4; All of SW 1/4 lying North of Coos Bay--Roseburg State Highway #42.
41. Section 35 - Lot 3; S 1/2 NW 1/4; NW 1/4 SW 1/4
42. Section 36 - SW 1/4; NE 1/4
- Township 29 South, Range 11 West, Willamette Meridian
43. Section 29 - SE 1/4 SW 1/4
44. Section 32 - NE 1/4 NE 1/4; W 1/2 E 1/2; W 1/2; Except parcel conveyed to School District #77 by deed recorded April 15, 1927, in Book 102, page 304, Deed Records.
45. Section 35 - PARCEL 1. Beginning at a point 80 rods East of the quarter stake on the West boundary of Section 35; thence due East to the center of the Middle Fork of the Coquille River; thence downstream along the center of said river to a point 6 rods East of due North of the place of beginning; thence in a Southerly direction to the place of beginning. PARCEL 2. Commencing at the center of Section 35; running thence West along the North line of the said SW 1/4 of said Section a distance of 660 feet to a point; thence South parallel with the section line a distance of 660 feet to a point; thence East parallel with the North line of said quarter section



65-2- 4682

Tract No.

a distance of 660 feet to the half section line; thence North along the East side of said SW 1/4 of said Section a distance of 660 feet to the place of beginning.

Township 30 South, Range 10 West, Willamette Meridian

46. Section 1 - Lot 4; S 1/2 NW 1/4; N 1/2 SW 1/4; W 1/2 SE 1/4
47. Section 3 - All of Lot 3 lying East of Coos Bay-Roseburg State Highway #42; W 1/2 SW 1/4
48. Section 4 - All
49. Section 6 - Lots 6 and 7
50. Section 8 - All
51. Section 9 - E 1/2; NE 1/4 NW 1/4
52. Section 10 - All, except the portion conveyed to the State of Oregon acting by its State Highway Department by deed recorded July 2, 1963, in Book 302, page 114, Deed Records, and corrected by deed recorded March 11, 1964, in Book 307, page 592, Deed Records, and except that portion of Section 10 lying within the following described boundaries:
- Beginning at a post which is North 84° 14' West distant 30.24 chains from the Northeast corner of Section 15; thence West 1 chain to center of Middle Fork of Coquille River; thence following center of river South 53° 27' West 4.13 chains; thence following center of river South 15° 10' West 6.82 chains; thence following center of said river South 6° 25' East 2.75 chains; thence East 2 chains to post; thence along West boundary of State Highway North 21° 20' East 9.94 chains; thence along West boundary of Highway North 3° 59' East 2.52 chains to the place of beginning.
53. Section 11 - All except NW 1/4 NW 1/4 and SW 1/4 SW 1/4
54. Section 12 - All
55. Section 13 - S 1/2 N 1/2; S 1/2; except the portion conveyed to the State of Oregon acting by its State Highway Department by deed recorded July 2, 1963, in Book 302, page 114 Deed Records, and corrected by deed recorded March 11, 1964, in Book 307, page 592, Deed Records.

65-2- 4683

Tract No.

56. Section 14 - N 1/2; SW 1/4; Except the portion conveyed to the State of Oregon acting by its State Highway Department by deed recorded July 2, 1963, in Book 302, page 114, Deed Records, and corrected by deed recorded March 11, 1964, in Book 307, page 592, Deed Records, and except the following parcels:

1. A tract conveyed to the Coos Bay Lumber Company, a Delaware corporation, by deed recorded June 3, 1941, in Volume 139, page 366, Deed Records, lying within the following described boundaries:

Beginning at a point on the West line of Section 14, which lies 234 feet South, more or less, from the quarter section corner of Sections 14 and 15; thence South 300 feet; thence East 65 feet; thence North 300 feet; thence West 65 feet to the place of beginning.

2. A strip of land 100 feet in width conveyed to the Coos Bay Lumber Company by deed recorded June 3, 1941, in Volume 139, page 367, Deed Records, being 50 feet on each side of the following described center line:

Beginning at a point on the West line of Section 14, which lies 735 feet South, more or less, from the quarter section corner of Sections 14 and 15, and running thence as follows: By a 50° curve to the left, a distance of 98.0 feet; thence by a 50° curve to the right for 215 feet; thence South 08° 03' East 450.0 feet; thence by a 22° curve to the left 71.0 feet; thence South 21° 13' East 43.0 feet; thence by a 42° curve to the right for 104.0 feet; thence South 22° 11' West for 225.0 feet; thence by a 32° curve to the left 198.0 feet; thence South 39° 04' East 260.0 feet; thence by a 30° curve to the right 99.0 feet; thence South 09° 24' East 293.0 feet; thence by a 22° curve to the right 71.2 feet; thence South 06° 16' West 158.8 feet to a point on the South line of Section 14, which lies 598.0 feet East, more or less, from the Southwest corner of Section 14.

3. A strip of land 100 feet in width conveyed to the Coos Bay Lumber Company, by deed recorded June 3, 1941, in Volume 139, page 368, Deed Records, being 50 feet on each side of the following described center line:

65-2-4684

Tract No.

56.  
cont.

Beginning at a point on the North line of Section 23, 728.0 feet East, more or less, from the Northwest corner of Section 23, and running thence as follows: North 29° 14' West 35.0 feet; thence by a 30° curve to the right 160 feet; thence North 18° 46' East 664.0 feet; thence by a 44° curve to the right 341.4 feet; thence South 10° 57' East 498.7 feet; thence by a 22° curve to the left 75.4 feet; thence South 27° 33' East 282.6 feet to a point on the North line of Section 23, 1262.0 feet West, more or less, from the quarter section corner of Sections 14 and 23.

4. That portion lying within Section 14 of a strip of land 100 feet in width conveyed to the Coos Bay Lumber Company by deed recorded May 31, 1941, in Volume 139, page 336, Deed Records, being 50 feet in width, on each side of the following described center line:

Beginning at a point on the South boundary of the State Highway 1165 feet North and 120 feet East, more or less, from the quarter section corner of Sections 14 and 15, and running thence as follows:

South 49° 30' East 115.0 feet; thence South 61° 46' East 117.0 feet; thence South 68° 06' East 155.0 feet; thence by a 50° curve to the right 288.0 feet; thence South 75° 54' West 71.0 feet; thence by a 20° curve to the left 208.0 feet; thence South 34° 09' West 254.0 feet; thence by a 30° curve to the right 176.7 feet; thence South 27° 09' West 93.0 feet; thence by a 20° curve to the left 152.5 feet; thence South 56° 39' West 158.8 feet; thence South 44° 29' West 272.0 feet; thence by a 30° curve to the left 180.0 feet; thence South 09° 29' East 153.0 feet; thence by a 32° curve to the left 137.8 feet; thence North 24° 01' East 56.2 feet; thence by a 35° curve to the right 390.0 feet; thence South 123 feet; thence by a 35° curve to the right 45.5 feet; thence South 39° 31' West 60.5 feet; thence by a 50° curve to the left 232 feet to a point on the West line of Section 14, 735.0 feet South, more or less, from the quarter section corner of Sections 14 and 15.

5. A tract conveyed to State of Oregon by deed recorded in Volume 140, page 318, Deed Records, lying in the N 1/2 of Section 14 and within the boundaries described as follows:

65-12- 4685

Tract No.

56.  
cont.

Beginning at a point on the existing Northerly right-of-way line of the old Coos Bay-Roseburg Highway 30.0 feet Northerly from (when measured at right angles to) the center line of the highway at Engineer's Station 1189+50; said beginning point also being 1342.84 feet South and 21.66 feet West of the North quarter corner of Section 14; thence North 5° 27' East 85.0 feet; thence South 89° 40' East 320.0 feet; thence South 1° 15' West 112.65 feet to a point on the Northerly right-of-way line of the highway; thence along the right-of-way line (parallel to and 30.00 feet distant from the highway center line) on a 230.5 foot radius curve right (the long chord of which curve bears North 87° 29' West 23.59 feet) a distance of 23.60 feet; thence North 84° 33' West 303.4 feet to the point of beginning.

57. Section 15 - All, except the S 1/2 SW 1/4 and except the following:

1. That portion of Section 15 lying within the following described boundaries:

Beginning at a post which is North 84° 14' West distant 30.24 chains from the Northeast corner of Section 15; thence West 1 chain to center of Middle Fork of Coquille River; thence following center of river South 53° 27' West 4.13 chains; thence following center of river South 15° 10' West 6.82 chains; thence following center of said river South 6° 25' East 2.75 chains; thence East 2 chains to post; thence along West boundary of State Highway North 21° 20' East 9.94 chains; thence along West boundary of highway North 3° 59' East 2.52 chains to the place of beginning.

2. That portion within Section 15 of a strip of land 100 feet in width conveyed to Coos Bay Lumber Company by deed recorded May 31, 1941, in Book 139, page 336, Deed Records, by 50 feet on each side of the following center line:

Beginning at a point on the South boundary of the State Highway 1165 feet North and 120 feet East, more or less, from the quarter section corner of Sections 14 and 15, and running thence as follows:

65-12- 4686

Tract No.

57  
cont.

South 49° 30' East 115.0 feet; thence South 61° 46' East 117.0 feet; thence South 68° 06' East 155.0 feet; thence by a 50° curve to the right 288.0 feet; thence South 75° 54' West 71.0 feet; thence by a 20° curve to the left 208.0 feet; thence South 34° 09' West 254.0 feet; thence by a 30° curve to the right 176.7 feet; thence South 87° 09' West 93.0 feet; thence by a 20° curve to the left 152.5 feet; thence South 56° 39' West 158.8 feet; thence South 44° 29' West 272.0 feet; thence by a 30° curve to the left 180.0 feet; thence South 09° 29' East 153.0 feet; thence by a 32° curve to the left 457.8 feet; thence North 24° 01' East 56.2 feet; thence by a 35° curve to the right 390.0 feet; thence South 123 feet; thence by a 35° curve to the right 45.5 feet; thence South 39° 31' West 60.5 feet; thence by a 50° curve to the left 232 feet to a point on the West line of Section 14, 735.0 feet South, more or less, from the quarter section corner of Sections 14 and 15.

3. A strip of land 100 feet in width, being 50 feet on either side of the center line as follows:

Beginning at a point on the East and West quarter line of Section 15 which lies 625.0 feet West of the quarter section corner of Sections 14 and 15, Township 30 South, Range 10 West of the Willamette Meridian and running thence as follows: South 44° 29' West a distance of 457.8 feet; thence North 24° 01' East a distance of 56.2 feet; thence by a 35° curve to the right a distance of 98.0 feet; thence by a 50° curve to the right a distance of 232.0 feet to a point on the East line of said Section 15, which lies 735.0 feet South of the quarter section corner of Sections 14 and 15, Township 30 South, Range 10 West of the Willamette Meridian.

4. That portion conveyed to the State of Oregon acting by its State Highway Department by deed recorded July 2, 1963, in Book 302, page 114, Deed Records, and corrected by deed recorded March 11, 1964, in Book 307, page 592, Deed Records.

58. Section 17 - NW 1/4 NE 1/4; N 1/2 NW 1/4  
59. Section 18 - Lots 9 and 10  
60. Section 20 - NW 1/4 NE 1/4; E 1/2 NW 1/4

65-12-4687

Tract No.

61. Section 23 - NE 1/4  
62. Section 24 - N 1/2  
63. Section 29 - E 1/2; S 1/2 NW 1/4; N 1/2 SW 1/4  
64. Section 30 - NE 1/4 NE 1/4; Lots 1, 2 and 3  
65. Section 34 - SE 1/4 SE 1/4  
Township 30 South, Range 11 West, Willamette Meridian  
66. Section 6 - E 1/2; NW 1/4  
67. Section 26 - NE 1/4 SE 1/4; S 1/2 SE 1/4; SE 1/4 SW 1/4  
68. Section 34 - E 1/2 E 1/2  
69. Section 35 - Lots 1, 2, 3, and 4  
70. Section 36 - E 1/2 NE 1/4; S 1/2 NW 1/4; NE 1/4 SE 1/4  
Township 31 South, Range 11 West, Willamette Meridian  
71. Section 20 - E 1/2; SE 1/4 SW 1/4  
72. Section 29 - E 1/2; N 1/2 NW 1/4; N 1/2 S 1/2 NW 1/4  
73. Section 32 - NE 1/4; E 1/2 NW 1/4  
Township 31 South, Range 12 West, Willamette Meridian  
74. Section 20 - E 1/2; S 1/2 NW 1/4; NE 1/4 SW 1/4  
Township 32 South, Range 10 West, Willamette Meridian  
75. Section 3 - Lot 1; S 1/2 NE 1/4; SW 1/4 SW 1/4  
76. Section 5 - SW 1/4 SE 1/4; SW 1/4 SW 1/4  
77. Section 9 - S 1/2 NE 1/4; SE 1/4  
Township 32 South, Range 11 West, Willamette Meridian  
78. Section 18 - NE 1/4 NW 1/4; Lot 1  
Township 32 South, Range 12 West, Willamette Meridian  
79. Section 1 - Lots 5, 6, 7, 10, 11, 12, 13 and 14; N 1/2 SW 1/4

65-2- 4688

Tract No.

- 80. Section 2 - Lots 6, 7, 8, 9, 10 and 11
- 81. Section 9 - S 1/2 NE 1/4; N 1/2 SE 1/4
- 82. Section 12 - Lot 4
- 83. Section 13 - Lot 1
- 84. Section 16 - All
- 85. Section 17 - All
- 86. Section 18 - E 1/2 E 1/2

Township 33 South, Range 11 West, Willamette Meridian

- 87. Section 21 - SE 1/4
- 88. Section 28 - N 1/2 NE 1/4; NW 1/4; NE 1/4 SW 1/4;  
W 1/2 SW 1/4
- 89. Section 29 - SE 1/4

SUBJECT TO the following:

1. Roads and highways and rights of the public therein.  
(Affects all tracts)
2. Right of way, 60 feet in width, including the terms and provisions thereof, reserved in deed from Coos County, Oregon, to Floyd W. Scott, recorded January 19, 1948, in Book 177, page 318, Deed Records of Coos County, Oregon. (Affects tract 1)
3. Rights of way for transmission line, access roads and danger trees, including the terms and provisions thereof, from Evans Products Company, a corporation to the United States of America, recorded July 21, 1955, in Book 243, page 701, Deed Records of Coos County, Oregon, and recorded October 24, 1963, in Book 304, page 568, Deed Records of Coos County, Oregon. (Affects tract 1)
4. Reciprocal road agreement, including the terms and provisions thereof, between Evans Products Company, a corporation, and the United States of America, recorded September 28, 1960, in Book 281, page 158, Deed Records of Coos County, Oregon, and corrected by instrument recorded April 4, 1962, in Book 292, page 102, Deed Records of Coos County, Oregon. (Affects tracts 1 through 13, 15 through 46, 48 through 60, 63 through 70)

5. Reservation of minerals, including the terms and provisions thereof, in deed from W. D. Abel and Alma C. Abel, husband and wife, to Evans Products Company, a corporation, recorded July 28, 1955, in Book 244, page 97, Deed Records of Coos County, Oregon. (Affects tract 2)
6. Right of way, including the terms and provisions thereof, granted by Evans Products Company, a corporation, to the United States of America by instrument recorded February 14, 1957, in Book 256, page 459, Deed Records of Coos County, Oregon. (Affects tract 2)
7. Right of way 40 feet in width, including the terms and provisions therein, conveyed by Ivan Laird to Secretary of Interior of the U. S. Department of Interior by instrument recorded in Book 137, page 333, Deed Records of Coos County, Oregon. (Affects tract 3)
8. Right of way, including the terms and provisions therein, granted by Evans Products Company, a corporation, to the United States of America by instrument recorded October 20, 1958, in Book 268, page 121, Deed Records of Coos County, Oregon. (Affects tracts 3, 5 and 6)
9. Right of way 60 feet in width, including terms and conditions thereof, reserved in deed from Coos County, Oregon, to E. A. Krewson, et ux., recorded April 4, 1952, in Book 217, page 137, Deed Records of Coos County, Oregon. (Affects tract 4)
10. Right of way 60 feet in width for road purposes, including the terms and provisions thereof, reserved in deeds from Coos County, Oregon, to Evans Products Company, a corporation, recorded September 12, 1956, in Book 253, page 406, and corrected by deed recorded October 12, 1956, in Book 254, page 122, and corrected by deed recorded October 26, 1956, in Book 254, page 356, Deed Records of Coos County, Oregon. (Affects tracts 5 through 13, 16, 17, 18, 19, 21, 22, 23, 25 through 44, and 46 through 70)
11. Right, title and interest of Ken Rogge Lumber Company, a copartnership, in timber on said premises as disclosed by instruments recorded May 18, 1964, in Book 308, pages 95 and 97, Deed Records of Coos County, Oregon. (Affects tracts 8, 9 and 10)
12. Right of way, including the terms and provisions thereof, granted Coos County Fire Patrol Association, recorded May 16, 1936, in Book 6, page 463, Miscellaneous Records of Coos County, Oregon. (Affects tracts 9, 11 and 24)
13. Right of way 12 feet in width, including the terms and provisions thereof, to construct a road, granted by



65-12- 4690

- Evans Products Company to Coos County Fire Patrol Association by instrument recorded May 16, 1936, in Book 6, page 470, Miscellaneous Records of Coos County, Oregon. (Affects tract 13)
14. Timber on said property conveyed to Ken Rogge Timber Company, a copartnership, comprised of Ken Rogge and Dorothy Rogge, as set forth in Memo of Timber Deed, recorded January 18, 1965, in Book 311, page 584, Deed Records of Coos County, Oregon. (Affects tract 13)
  15. Mineral and oil rights reserved in Book 217, page 4, Deed Records of Coos County, Oregon. (Affects tract 14)
  16. The right of way, including the terms and conditions contained therein, reserved by Coos County in deed to Ira N. Jacobson, recorded in Book 225, page 351, dated March 9, 1953, Deed Records of Coos County, Oregon. (Affects tract 15)
  17. Right, title and interest of Ken Rogge Lumber Company, a copartnership, in timber on said premises as disclosed by instruments recorded May 18, 1962, in Book 308, pages 95 and 97 and Book 316, page 344, Deed Records of Coos County, Oregon. (Affects tract 28)
  18. Right of way permit conveyed by Evans Products Company to Oregon State Board of Forestry, dated November 9, 1936, and recorded in Book 127, page 310, Deed Records of Coos County, Oregon. (Affects tract 28)
  19. Right of way, including the terms and provisions thereof, granted Coos County Fire Patrol Association by instrument recorded May 16, 1936, in Book 6, page 465, Miscellaneous Records of Coos County, Oregon. (Affects tract 21)
  20. Roadway agreement, including the terms and provisions thereof, between George E. Conrad, A. E. Adelsperger and State Board of Forestry, executed October 27, 1936, and recorded November 1, 1936, in Book 127, page 164, Deed Records of Coos County, Oregon. (Affects tract 34)
  21. Reciprocal road easement, including the terms and provisions thereof, between Evans Products Company, a corporation, and A. H. Mecum, et ux., recorded July 14, 1950, in Book 200, page 724, Deed Records of Coos County, Oregon. (Affects tracts 35 and 41)
  22. Right of the public in and to that portion of said premises lying below the ordinary high water line of Middle Fork of the Coquille River. (Affects tracts 38 and 50)
  23. Easement for poles and telephone lines heretofore conveyed to The Pacific Telephone and Telegraph Company

65-12- 4691

by instruments recorded in Book 92, page 613, Deed Records of Coos County, Oregon. (Affects tract 38)

24. Booming rights and rights of access thereto, including terms and provisions thereof, granted to Middle Fork Booming Company, a corporation, by instruments recorded May 31, 1927, in Book 102, page 623, Deed Records of Coos County, Oregon, and January 28, 1928, in Book 104, page 429, Deed Records of Coos County, Oregon. (Affects tract 38)
25. Right of way, including the terms and provisions thereof, granted Pacific Telephone and Telegraph Co., a corporation, by instrument recorded April 7, 1924, in Book 92, page 582, and Book 94, page 222, Deed Records of Coos County, Oregon. (Affects tracts 40, 47, 55, 56 and 57)
26. Right of way 60 feet in width for road purposes, including the terms and provisions thereof, granted by Charles M. Parker, et ux. to Coos County, Oregon, recorded February 3, 1920, in Book 82, page 45, Deed Records of Coos County, Oregon. (Affects tract 40)
27. Water rights, water lines, and rights of way, including the terms and provisions thereof, as conveyed to School District No. 77 by instrument recorded April 15, 1927, in Book 102, page 304, Deed Records of Coos County, Oregon. (Affects tract 40)
28. Reciprocal road agreement, including the terms and provisions thereof, between Evans Products Company, a corporation, and the United States of America, recorded October 28, 1963, in Book 304, page 599, Deed Records of Coos County, Oregon. (Affects tract 47)
29. Access restrictions, including the terms and provisions thereof, contained in deeds to State of Oregon by its State Highway Commission recorded April 23, 1963, in Book 300, page 484, Deed Records of Coos County, Oregon, and in Book 302, page 114, Deed Records on July 2, 1963 (corrected by deed recorded March 11, 1964, in Book 307, page 592), and in Book 302, page 412, Deed Records on July 23, 1963. (Affects tracts 47, 52, 55, 56 and 57)
30. Right of way 60 feet in width for road purposes, including the terms and provisions thereof, reserved in deed from Coos County, Oregon, to C. V. Hagedorn, et ux., recorded January 6, 1951, in Book 205, page 348, Deed Records of Coos County, Oregon. (Affects tract 50)
31. Reservation of mineral rights, including the terms and provisions thereof, together with rights of ingress and egress as set out in deed from E. K. Wood Lumber Co., a corporation, to Paul B. Hult, et al., recorded

65-2- 4692

- February 14, 1956, in Book 248, page 356, Deed Records of Coos County, Oregon. (Affects tract 50)
32. Right of way, including the terms and provisions thereof, granted the United States of America by instrument recorded June 7, 1956, in Book 250, page 747, Deed Records of Coos County, Oregon. (Affects tract 50)
  33. Right of way, including terms and provisions thereof, conveyed to the United States of America by instrument recorded December 1, 1953, in Book 231, page 42, Deed Records of Coos County, Oregon. (Affects tract 54)
  34. Reservation of oil and minerals together with right of way, including the terms and provisions thereof, by Lawrence B. Jennings, et ux., in deed recorded in Book 75, page 176, Deed Records of Coos County, Oregon. (Affects tracts 55 and 56)
  35. Reservations of all fissionable material, etc., as contained in deed from United States of America to Smith Wood Products, Inc., recorded September 9, 1948, in Book 185, page 5, Deed Records of Coos County, Oregon. (Affects tracts 71, 72 and 73)
  36. Reciprocal right of way between Evans Products Company and Port Orford Cedar Products, including the terms and provisions thereof, by instrument recorded in Book 114, page 535, Deed Records of Coos County, Oregon. (Affects tract 73)
  37. Right of way 60 feet in width, including the terms and provisions thereof, reserved in deed recorded May 7, 1951, in Book 208, page 539, Deed Records of Coos County, Oregon. (Affects tract 74)
  38. Reciprocal road agreement, including the terms and provisions thereof, between Evans Products Company, a corporation, and the United States of America, recorded August 3, 1960, in Book 280, page 34, Deed Records of Coos County, Oregon, rerecorded August 7, 1960, in Book 280, page 547, Deed Records of Coos County, Oregon, and corrected by instrument recorded April 18, 1961, in Book 284, page 532, Deed Records of Coos County, Oregon. (Affects tract 74)
  39. Right of way 60 feet in width for road purposes, including the terms and provisions thereof, reserved in deed from Coos County, Oregon, to Evans Products Company, a corporation, recorded April 28, 1949, in Book 190, page 71, Deed Records of Coos County, Oregon. (Affects tracts 75, 77)
  40. A right of way 60 feet in width, including the terms and provisions thereof, for road purposes reserved by

65-12- 4693

Coos County in deed recorded in Book 190, page 73, Deed Records of Coos County, Oregon. (Affects tract 76)

41. Reservation of minerals and mineral rights, including the terms and provisions thereof, contained in deed from Henry F. Chaney, Trustee, in deed recorded June 30, 1933, in Book 114, page 410, Deed Records of Coos County, Oregon. (Affects tract 79)
42. Right of way 60 feet in width, including the terms and provisions thereof, reserved in deed recorded August 12, 1953, in Book 229, page 109, Deed Records of Coos County, Oregon. (Affects tracts 79 and 80)
43. Reservation of minerals, including the terms and provisions thereof, contained in deed from Coos County, Oregon, recorded August 12, 1953, in Book 229, page 109, Deed Records of Coos County, Oregon. (Affects tract 80)
44. Railroad right of way 100 feet in width, including terms and provisions thereof, as granted in deed from Clara Bella French et vir. to F. W. Payne recorded March 8, 1921, in Book 84, page 443, Deed Records of Coos County, Oregon, and subsequently granted by F. W. Payne to Coos Bay Lumber Company, a corporation, by deed recorded March 8, 1921, in Book 84, page 444, Deed Records of Coos County, Oregon. (Affects tract 81)
45. Right of way 60 feet in width for road purposes and minerals and mineral oil rights, including terms and provisions thereof, reserved in deed from Coos County, Oregon, to Evans Products Company, a corporation, recorded August 7, 1952, in Book 220, page 287, Deed Records of Coos County, Oregon. (Affects tract 81)
46. A right of way 60 feet in width for road purposes and all mineral oil rights and minerals, including the terms and provisions thereof, reserved by Coos County in deed recorded November 18, 1953, in Book 229, page 175, Deed Records of Coos County, Oregon. (Affects tracts 84, 85 and 86)
47. Right of way, including terms and provisions therein, granted by Evans Products Company, a corporation, to the United States of America by instrument recorded January 18, 1957, in Book 255, page 34, Deed Records of Coos County, Oregon. (Affects tract 87)
48. All minerals and mineral rights on the N 1/2 of the NW 1/4, the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 28, title to which is in Coos County. (Affects tract 88)

65-12- 4694

49. All minerals and mineral rights on or beneath the N 1/2 of the NE 1/4 of Section 28, together with rights to prospect for, mine and remove the same with necessary rights of way therefor as reserved by Graydon Anderson in deed to Evans Products Company, recorded in Book 277, page 600, Deed Records of Coos County, Oregon. (Affects tract 58)
50. All minerals and mineral rights on the SW 1/4 of the NW 1/4 and the W 1/2 of the SW 1/4 of Section 28, together with the right to prospect for, mine and remove the same together with necessary rights of way as reserved by deed from Sam H. Baker et ux., et al. to Evans Products Company, recorded in Book 171, page 590, Deed Records of Coos County, Oregon. It would appear that Sam H. Baker owns 2/32nds, Alma Anna Wolke, Clara Josephine Wolke and Joseph Sidney Wolke own 5/32nds, and Donald Lee Calvert and Dora Calvert, husband and wife, own 25/32nds of these mineral rights. (Affects tracts 88 and 89)
51. Right of way, including terms and provisions therein, granted by Evans Products Company, a corporation, to the United States of America by instrument recorded December 29, 1954, in Book 238, page 661, Deed Records of Coos County, Oregon. (Affects tract 88)

TO HAVE AND TO HOLD the above-described real property unto the said Georgia-Pacific Corporation, its successors and assigns forever.

And Evans Products Company, the grantor above named, does covenant to and with Georgia-Pacific Corporation, the grantee above named, its successors and assigns forever, that it, the grantor, is lawfully seized in fee simple of the above-described real property and has a valid right to convey the same; that said real property is free from all liens and encumbrances except as noted above; and that it, the grantor, will, and its successors shall, warrant and forever defend the same to the grantee, its successors and assigns, against the lawful claims and demands of all persons whomsoever, except as above noted.

In addition to the foregoing, Evans Products Company, the grantor above named, does hereby remise, release and forever

65-12-4695

quitclaim unto the said Georgia-Pacific Corporation, its successors and assigns, all of the grantor's right, title and interest in and to all other fee-owned timberlands, cut-over lands and reproduction lands owned by grantor in the County of Coos, State of Oregon, on November 30, 1965, including all timber standing or lying thereon, all assignable easements and rights of way incident or appurtenant thereto, and all mineral rights owned by grantor incident thereto, but not including any lands, timber or interests therein acquired by Evans Products Company after November 30, 1965, or any property or rights in property or easements, rights of way or other interests incident or appurtenant thereto located in the following described areas:

Township 31 South, Range 12 West, Willamette Meridian

Section 13

City of Coquille

City of Coos Bay

IN WITNESS WHEREOF, Evans Products Company has caused these presents to be executed by its officers thereunto authorized and its corporate seal to be hereunto affixed this 7<sup>th</sup> day of December, 1965.



EVANS PRODUCTS COMPANY

By Albert T. Knudsen  
President

By John A. Henry  
Assistant Secretary

65-12- 4696

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

December 23, 1965

Personally appeared C. CALVERT KNUDSEN and GLENN A.

HENRY, who, being duly sworn, did say that they are the President and Assistant Secretary, respectively, of EVANS PRODUCTS COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and they acknowledged said instrument to be its voluntary act and deed.

*Thomas Deering*  
Notary Public for Oregon

My commission expires: 2-3-69



34 ✓ 65-12- 4679-8 1326 ✓

State of Oregon )  
County of Clatsop ) ss.  
I hereby certify that the within instrument was filed for record  
Dec 28 4 10 PM '65

and recorded in book *Record* on  
Page *12* Record of  
*65-12-4679-4696*  
of said county

WITNESS my hand and Seal of County affixed.  
By *Fay F. Crabtree* Deputy  
Return to *J & J*

Fee *27.00 pd*