



PROPERTY LINE ADJUSTMENT
SUBMIT TO COOS COUNTY PLANNING DEPT. AT 225 N. ADAMS STREET OR MAIL TO:
COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL
PLANNING@CO.COOS.OR.US PHONE: 541-396-7770

Changed to
 PLA-21-055

FILE NUMBER: PLA-21-039

Date Received: 9/8/21 Receipt #: 100037862 Received by: MB

This application shall be filled out electronically. If you need assistance please contact staff. If the fee is not included the application will not be processed.
 (If payment is received on line a file number is required prior to submittal)

LAND INFORMATION

A. Land Owner(s) Dunes Ranch Residential Comm., LLC
 Mailing address: 67624 Spinreel Road, North Bend, OR 97459
 Phone: 619-631-0133 Email: anthonymwindle@yahoo.com

Township: 23S Range: 13W Section: 13 ¼ Section: B 1/16 Section: 0 Tax lot: 900

Tax Account Number(s): 50702 Zone: Select Zone Rural Residential-2 (RR-2)
 Acreage Prior to Adjustment: 9.67 Acreage After the Adjustment 9.70

B. Land Owner(s) Frieda Rocha
 Mailing address: 13565 Prairie Lane, Red Bluff, CA 96080
 Phone: 530-736-5089 Email: frocha99@yahoo.com

Township: 23S Range: 13W Section: 13 ¼ Section: B 1/16 Section: 0 Tax lot: 902

Tax Account Number(s) 50710 Zone Rural Residential-2 (RR-2)
 Acreage Prior to Adjustment: 0.36 Acreage After the Adjustment 0.33

C. Surveyor Walter White, PLS 55547 SHN Consulting Engineers & Geologists, Inc.
 Mailing Address 275 Market Avenue, Coos Bay, OR 97420
 Phone #: 541-266-9890 Email: wwhite@shn-engr.com

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

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

Purpose of the Property Line Adjustment:

The purpose of this adjustment is to correct an existing boundary line that runs through the middle of an existing manufactured home.

- 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 easemnts, restrictive covenants and rights-of-way, and ownerships of the property. A title report is acceptable. ***This shall be for both properties.*** At the minimum a deed showing the current lien holders, reference to easements, covenants and ownership will be accepted for both properties. A notice will be provided to any lien holder as part of this process.

Please list all Lien Holders names and addresses:

Property 1:

Property 2:

Please answer the following:

- | | | |
|--|---|--|
| Will the adjustment create an additional Unit of land? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Does property 1 currently meet the minimum parcel/lot size ? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Does property 2 currently meet the mimimum parcel/lot size? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Was property one created through a land division? Yes No

Was property two created through a land division? Yes No

Are there structures on the property? Yes No

If there are structures please provide how far they are in feet from the adjusted boundary line:

varies see survey

Is there a sanitation system on the one or both properties, if so, please indicate the type of system

Yes No
Onsite Septic System Public Sewer

Is property one going to result in less than an acre and contain a dwelling? Yes No

Is property two going to result in less than an acre and contain a dwelling? Yes No

Is one or both properties zoned Exclusive Farm Use or Forest? Yes No

Will the property cross zone boundaries? If so, a variance request will be required. Yes No

Will the property line adjustment change the access point? Yes No

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

anthonymwindle@yahoo.com

Digitally signed by anthonymwindle@yahoo.com
Date: 2021.09.02 14:15:20 -07'00'





PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Tigor Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

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



300 W Anderson, Coos Bay, OR 97420
(541)269-5127 FAX (541)269-7583

PRELIMINARY REPORT

TITLE OFFICER: John Beaver
coosbaytitle@ticortitle.com

ORDER NO.: 360621034953
Revision 2 (possible encroachments)

TO: Chicago Title Company
1211 SW 5th Avenue #2130
Portland, OR 97204

OWNER/SELLER: Dunes Ranch Residential Community, LLC
BUYER/BORROWER: Peter Goldstein
PROPERTY ADDRESS: 67624 Spinreel Road, North Bend, OR 97459

EFFECTIVE DATE: July 15, 2021, 12:00 AM

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

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2006 Owner's Standard Proposed Insured: Peter Goldstein	\$ 2,900,000.00	\$ 4,950.00
ALTA Loan Policy 2006 Proposed Insured: Pacific Premier Bank	\$ 1,657,000.00	\$ 871.00
OTIRO 209.10-06 - Restrictions, Encroachments, Minerals - Current Violations (ALTA 9.10-06)		\$ 100.00
OTIRO 222-06 - Location (ALTA 22-06)		\$ 0.00
OTIRO 208.2-06 - Commercial Environmental Protection Lien (ALTA 8.2-06)		\$ 309.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee Simple

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

The Dunes Ranch Residential Community, LLC, an Oregon limited liability company, a limited liability company

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF COOS, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

A tract of land located in the SE ¼ of the NW ¼ of Section 13, Township 23 South, Range 13 West, Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of that parcel described in Book 262, Page 219, Deed Records, Coos County, Oregon from which the CW 1/16 corner of said Section 13, established in CS# 4B11 and recorded in the Coos County Surveyor's Office, bears South 0° 00' 00" West a distance of 61.80 feet; thence South 89° 23' 00" East along the South line of said parcel a distance of 287.41 feet to a point; thence leaving said South boundary North 28° 40' 50" East a distance of 33.85 feet to a 5/8 inch rebar; thence North 28° 40' 50" East a distance of 165.78 feet to a 5/8 inch rebar; thence North 73° 44' 20" East a distance of 138.86 feet to a 5/8 inch rebar; thence South 56° 15' 21" East a distance of 92.49 feet to a 5/8 inch rebar on the Westerly boundary of Spinreel Road; thence along said road boundary along a curve to the right - chord bearing North 40° 22' 49" East a distance of 517.16 feet to a 5/8 inch rebar; thence leaving said road boundary North 77° 24' 00" West a distance of 13.37 feet to a 5/8 inch rebar; thence North 47° 20' 04" West a distance of 26.26 feet to a 5/8 inch rebar; thence South 74° 27' 45" West a distance of 73.91 feet to a 5/8 inch rebar; thence North 2° 30' 29" West a distance of 68.62 feet to a 5/8 inch rebar on the left bank of Ten Mile Creek; thence downstream along said bank to a point that bears North 0° 00' 00" East from the point of beginning; thence South 0° 00' 00" West a distance of 514.61 feet, more or less, to the point of beginning.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. [Intentionally Deleted]
7. [Intentionally Deleted]
8. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Tenmile Creek.

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

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

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

9. Manufactured homes are personal property unless exempted from title and registration requirements pursuant to ORS 446.561 to 446.646 and the related regulations. The manufactured home located on the herein described property is not so exempted. Accordingly, no manufactured housing endorsement (OTIRO 207-06, 207.1-06 or 207.2-06) may be issued.
10. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.

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

Granted to: Lakeside Drainage District
Recording Date: August 17, 1931
Recording No: Book 115, Page 63

12. Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Grantor: Gillette Y. Olsen and Yvonne B. Olsen
Grantee: State of Oregon, by and through its State Highway Commission
Recording Date: May 24, 1952
Recording No.: Book 218, Page 310

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

Granted to: Central Lincoln People's Utility District
Recording Date: May 9, 1988
Recording No: 88-05-0448

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

Amount: \$1,214,255.00
Dated: September 14, 2016
Trustor/Grantor: The Dunes Ranch Residential Community, LLC, an Oregon Limited Liability Company, a Limited Liability Company
Trustee: First American Title Insurance Company
Beneficiary: Bank of the West
Recording Date: September 21, 2016
Recording No.: 2016-008223

15. An assignment of all moneys due, or to become due as rental or otherwise from said Land, to secure payment of an indebtedness, shown below and upon the terms and conditions therein

Amount: \$1,214,255.00
Assigned to: Bank of the West
Assigned by: The Dunes Ranch Residential Community, LLC, an Oregon Limited Liability Company, a Limited Liability Company
Recording Date: September 21, 2016
Recording No: 2016-008224

16. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

17. The rights of tenants or a tenants committee to purchase a manufactured dwelling park, under ORS 90.842 to 90.850. NOTE: The Company will require the recording of an affidavit of compliance, as provided for in ORS 90.850. An appropriate form of affidavit is available upon request.

18. The Company will require an affidavit of compliance with the provisions of State law regulating sales of mobile home (manufactured housing units) parks.

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

19. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: The Dunes Ranch Residential Community, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

20. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

21. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

22. The Company will require an ALTA/NSPS LAND TITLE SURVEY. If the owner of the Land that is the subject of this transaction is in possession of a current ALTA/NSPS LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

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

23. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2021-2022.

24. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

From an aerial view it appears as though the park encroaches onto adjacent tax lots.

ADDITIONAL REQUIREMENTS/NOTES:

- A. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- B. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2020-2021
Amount: \$10,253.96
Levy Code: 1304
Account No.: 50702
Map No.: 23-13-13B TL 900

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

Fiscal Year: 2020-2021
Amount: \$358.88
Levy Code: 1304
Account No.: 200375
Map No.: 23-13-13B TL 900

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

- C. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Peter Goldstein

- D. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- E. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.
- F. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- G. Recording charge (per document) for a transaction:
First Page: \$86.00 Each additional page: \$5.00
eFiling Fee per document: \$5.00

NOTE: A multiple transaction document bears an additional \$5.00 charge for each additional transaction. A document that fails to conform to certain formatting and page one requirements bears an additional \$20.00 charge.

If you are mailing us your Recording Package please send to:
Recording Department
360 SW Bond, Suite 100
Bend, OR 97702
Email: coosrecording@ticortitle.com

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 - Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
 - Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 - Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 - Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;

- not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

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

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

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



After Recording Return To:
Ticor Title
473 Fir Street
Reedsport OR 97467-0355

AFTER RECORDING
RETURN TO
Ticor Title Insurance
131 N. 3rd - Box 1075
Coos Bay, OR 97420-0233

Send Tax Statements To:
Billy J Rocha
Frieda D. Rocha
783 Myrtle Ave.
Reedsport, OR
97467

Title Order No. 47-83184
Escrow No. 22-42192
Tax Account No. 507.02,507.92.

WARRANTY DEED
(ORS 93.850)

ELZJAC LLC, an Oregon Limited Liability Company, Grantor, conveys and warrants to Billy J. Rocha and Frieda D. Rocha, as tenants by the entirety, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

See Exhibit 'A' attached hereto and by reference made a part hereof.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is \$1,175,000.00 which is paid an accommodator pursuant to an IRC section 1031 exchange.

Dated this 4th day of August, 2004.

ELZJAC, LLC

By: [Signature]

By: [Signature]

State of Oregon, County of Douglas)ss.
Aug 4, 2004

Personally appeared the above named and acknowledged the forgoing instrument to be voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon

My Commission Expires: 6-4-08
(SEAL)



EXHIBIT 'A'**Legal Description:**

PARCEL 1: Beginning at the intersection of the West boundary of the SE 1/4 of the NW 1/4 of Section 13, Township 23 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, with the Southerly boundary of Ten Mile Creek; thence South 314.61 feet, more or less, along said West boundary to the Northwest corner of the parcel of land conveyed to Morgan J. McKinnon, etux, by deed recorded in Book 262, Page 219, Deed Records of Coos County, Oregon; thence South 89° 23' East along McKinnon's North boundary 648.82 feet, more or less, to the West boundary of old Highway 101; thence Northeasterly along said highway boundary to the intersection of said highway boundary with the East boundary of the SE 1/4 of the NW 1/4 of said Section 13; thence North along the East boundary to the South boundary of Ten Mile Creek; thence Westerly along said boundary of Ten Mile Creek to the point of beginning.

PARCEL 2: Beginning at a point 100 feet North of the quarter quarter corner said corner being 445 feet, more or less, West of an iron pipe at the intersection of the West side of old Highway 101 and the quarter Section line of the SE 1/4 of the NW 1/4 of Section 13, Township 23 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North along the quarter quarter line 200 feet; thence East parallel to the quarter Section line 612 feet, more or less, to the West boundary of old Highway 101; thence Southwesterly along the West side of old Highway 101 a distance of 235 feet, more or less, to the Northeast corner of the property adjoining on the South; thence West along the North boundary of said adjoining property 490 feet, more or less, to the point of beginning.

Subject to:

Rights of the public and governmental bodies in and to any portion of the premises herein described now or at any time lying below high water mark of the Ten Mile Creek, including any ownership rights which may be claimed by the State of Oregon below the high water mark as it now exists or at any time existed.

Any adverse claim based upon the assertion that:

Said land or any part thereof is now or at any time has been below the ordinary high water mark of the Ten Mile Creek.

Some portion of said land has been created by artificial means or has accreted to such portion so created.

Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Ten Mile Creek or has been formed by an accretion to any such portion.

The rights of fishing, navigation and commerce in the State of Oregon and the Federal Government and the rights of the public in and to that portion thereof lying below the ordinary high water mark of the Ten Mile Creek.

Exhibit "A" continued

Rights of the public in and to that portion lying within streets, roads and highways.

Right of Way Agreement, including the terms and provisions thereof,

Contained in: Instrument

Between: M. D. Kilgore and Viola Kilgore, husband and wife and Lakeside Drainage District

Recorded: August 17, 1931

Book: 115 Page: 63, Deed

Records of Coos County, Oregon.

For: drainage ditch

Access Restrictions, including the terms and provisions thereof, contained in Deed,

To: State of Oregon, by and through its State Highway Commission

Recorded: May 24, 1952

Book: 218 Page: 310, Deed

Records of Coos County, Oregon.

Lease, including the terms and provisions thereof,

From: George Carson and Louise Carson, husband and wife , lessor

To: Donald R. Martin and Nancy M. Martin, husband and wife , lessee

Dated:

Recorded: June 23, 1987

Microfilm Reel No. 87-4-0345,

Records of Coos County, Oregon.

For: mobile home space

Easement, including the terms and provisions thereof,

To: Central Lincoln Peoples Utility District

Recorded: May 9, 1988

Microfilm Reel No. 88-05-0448,

Records of Coos County, Oregon.

For: 120/240 service drop

After recording return to
First American Title
172 Anderson Avenue
Coos Bay, OR 97420



After recording return to:
Clinton A. Wentz and Catherine M.
Wentz
67604 Spinreel Road
North Bend, OR 97459

Until a change is requested all tax
statements shall be sent to the
following address:
Clinton A. Wentz and Catherine M.
Wentz
67604 Spinreel Road
North Bend, OR 97459

File No.: 7131-2524492 (VRR)
Date: September 24, 2015

THIS SPACE RESERVED FOR RECORDER'S USE

COOS COUNTY, OREGON **2015-009538**
\$51.00 10/23/2015 01:41:00 PM
Terri L.Turi, Coos County Clerk Pgs=2

STATUTORY WARRANTY DEED

Ervin J. Gabel, Grantor, conveys and warrants to **Clinton A. Wentz and Catherine M. Wentz as tenants by the entirety**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

LEGAL DESCRIPTION: Real property in the County of Coos, State of Oregon, described as follows:

Beginning at an iron pipe at the intersection of West side of old Highway 101 and the 1/4 Section line of Southeast 1/4 of Northwest 1/4 Section 13, Township 23 South, Range 13 West of W.W.M; Thence West 445 feet, more or less to the 1/4/ 1/4 corner; Thence North along the 1/4/ 1/4 line 100 feet; Thence East, parallel to the 1/4 Section line, 490 feet more or less, to the West boundary of old Highway 101; Thence Southwesterly along the West side of old Highway 101, 125 feet; more or less to the point of beginning, containing one acre more or less.

NOTE: This Legal Description was created prior to January 01, 2008.

Subject to:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$180,000.00**. (Here comply with requirements of ORS 93.030)

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

Dated this 17 day of OCTOBER, 2015.

Ervin J. Gabel by Len Michael Gabel ATTORNEY IN FACT.

Ervin J. Gabel by Len Michael Gabel as his attorney-in-fact

STATE OF Alaska)
)ss.
County of Anchorage)

This instrument was acknowledged before me on this 17th day of October, 2015, by Len Michael Gabel, as attorney-in-fact for Ervin J. Gabel.

Monica Adams #150901011



Notary Public for The State of Alaska
My commission expires: September 1, 2019



After Recording Return To:

Ticor Title
300 W. Anderson Ave.
P.O. Box 1075
Coos Bay OR 97420

**AFTER RECORDING
RETURN TO**
Ticor Title Insurance
300 West Anderson Ave - Box 1075
Coos Bay, OR 97420-0233

Send Tax Statements To:

The Dunes Ranch Residential Community, LLC, an
Oregon limited liability company
Anthony Windle
11991 Rocosco Rd.
Lakeside CA 92040

Title Order No. 47-93812
Escrow No. 47-93812
Tax Account No. 507.02 Code:
13.02, 507.92 Code: 13.04, ~~X-1566~~
~~Code: 13.04, X-300896 Code:~~
~~13.04, X-63353 Code: 13.04, X-~~
~~69567 Code: 13.04~~

WARRANTY DEED

(ORS 93.850)

BILLY J. ROCHA and FRIEDA D. ROCHA, as tenants by the entirety, Grantor, conveys and warrants to The Dunes Ranch Residential Community, LLC, an Oregon limited liability company, a Limited Liability Company, Grantee, the following described real property:

See Exhibit 'A' attached hereto and by reference made a part hereof.

The said property is free from encumbrances except: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, POWERS OF SPECIAL DISTRICTS AND EASEMENTS OF RECORD, IF ANY.

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. 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.

The true consideration for this conveyance is \$1,800,000.00.

Dated this 26 day of February, 2008.

Billy J. Rocha
Billy J. Rocha

Frieda D. Rocha
Frieda D. Rocha

State of OR, County of Coos)ss.

This instrument was acknowledged before me on February 26, 2008
by Billy J. Rocha and Frieda D. Rocha.

Terry Petty
Notary Public

My commission expires: 3-19-09

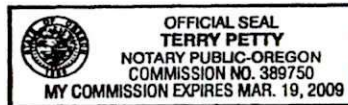


EXHIBIT 'A'**Legal Description:**

A tract of land located in the SE ¼ of the NW ¼ of Section 13, Township 23 South, Range 13 West, Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at the Southwest corner of that parcel described in Book 262, Page 219, Deed Records, Coos County, Oregon from which the CW 1/16 corner of said Section 13, established in CS# 4B11 and recorded in the Coos County Surveyor's Office, bears South 0° 00' 00" West a distance of 61.80 feet; thence South 89° 23' 00" East along the South line of said parcel a distance of 287.41 feet to a point; thence leaving said South boundary North 28° 40' 50" East a distance of 33.85 feet to a 5/8 inch rebar; thence North 28° 40' 50" East a distance of 165.78 feet to a 5/8 inch rebar; thence North 73° 44' 20" East a distance of 138.86 feet to a 5/8 inch rebar; thence South 56° 15' 21" East a distance of 92.49 feet to a 5/8 inch rebar on the Westerly boundary of Spinreel Road; thence along said road boundary along a curve to the right - chord bearing North 40° 22' 49" East a distance of 517.16 feet to a 5/8 inch rebar; thence leaving said road boundary North 77° 24' 00" West a distance of 13.37 feet to a 5/8 inch rebar; thence North 47° 20' 04" West a distance of 26.26 feet to a 5/8 inch rebar; thence South 74° 27' 45" West a distance of 73.91 feet to a 5/8 inch rebar; thence North 2° 30' 29" West a distance of 68.62 feet to a 5/8 inch rebar on the left bank of Ten Mile Creek; thence downstream along said bank to a point that bears North 0° 00' 00" East from the point of beginning; thence South 0° 00' 00" West a distance of 514.61 feet, more or less, to the point of beginning.

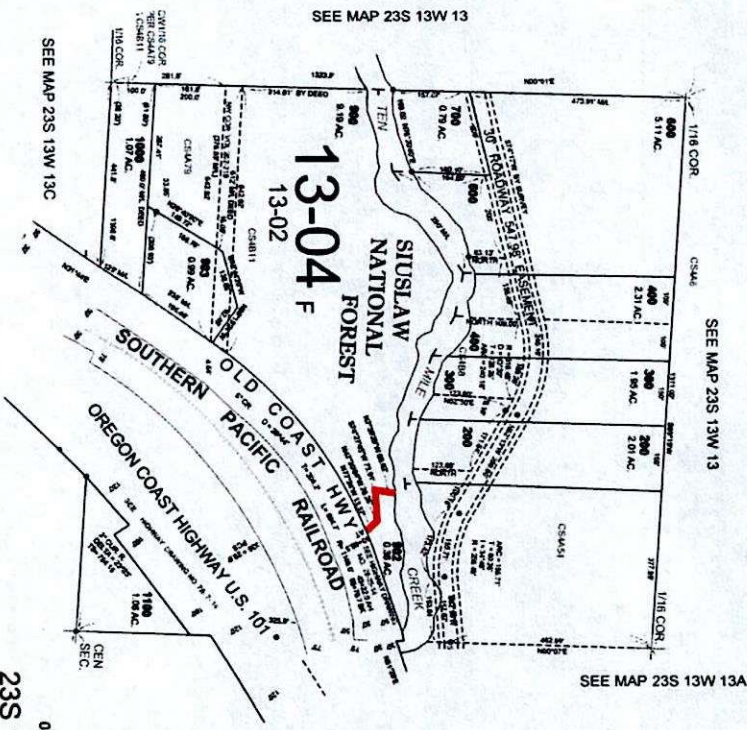
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

NW1/4 SEC.13 T23S R13W W.M.
COOS COUNTY

1" = 200'

23S 13W 13B
CANCELLED NO.

- 500
- 901
- 800
- 904
- 905
- 906
- 100

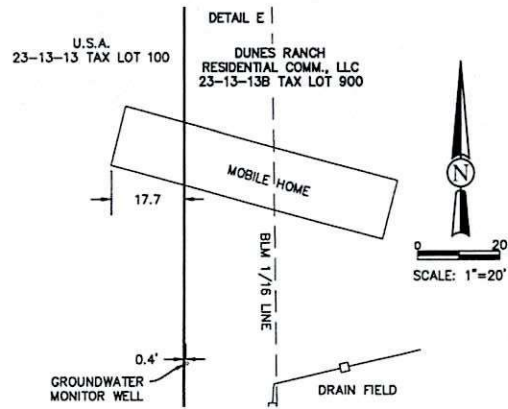
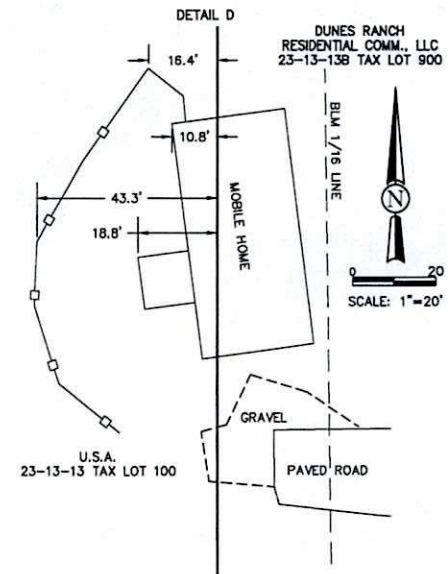
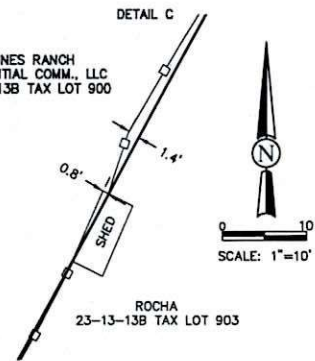
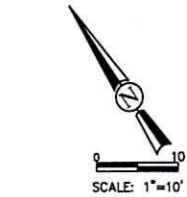
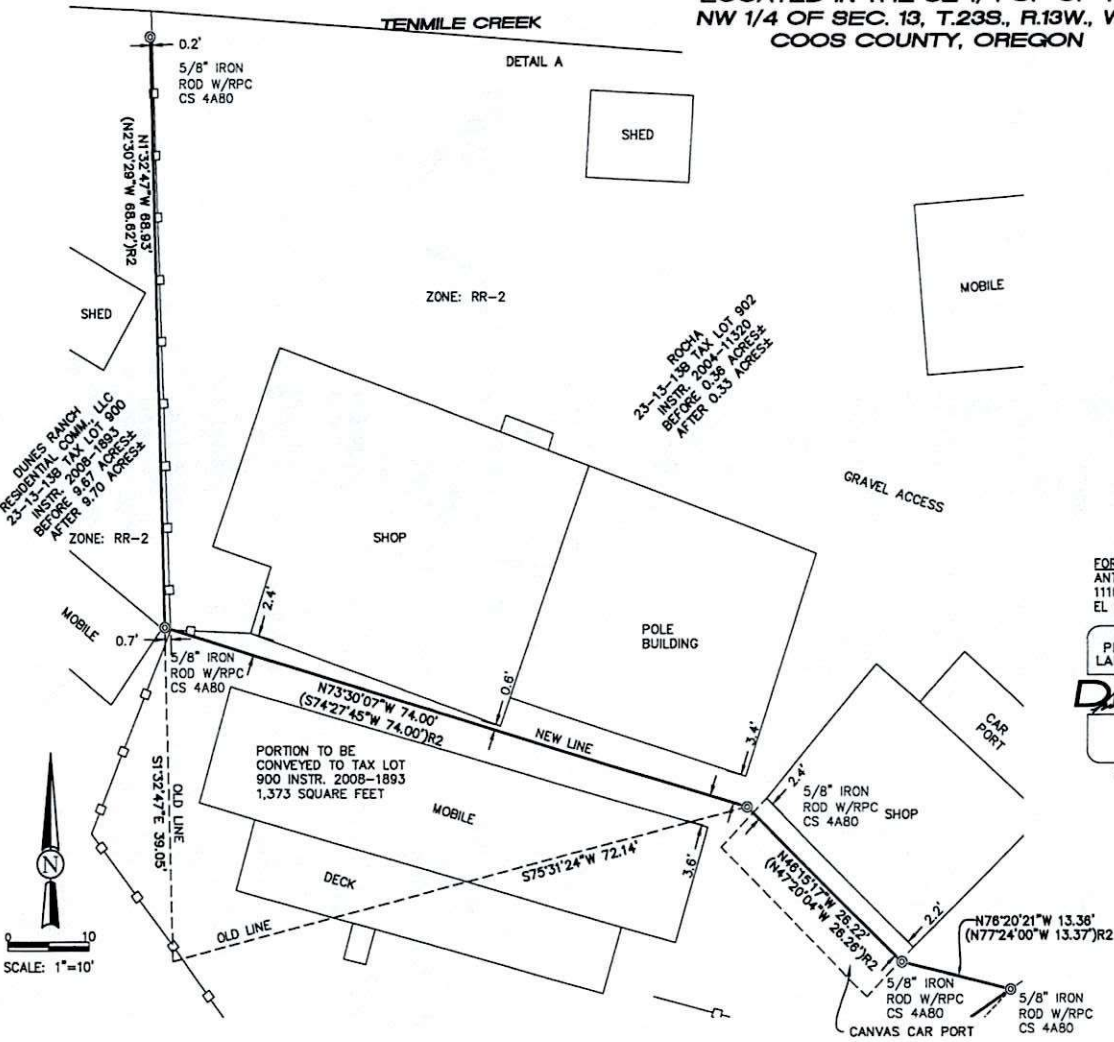


08-19-2015
23S 13W 13B

**PROPERTY LINE ADJUSTMENT SURVEY
LOCATED IN THE SE 1/4 OF OF THE
NW 1/4 OF SEC. 13, T.23S., R.13W., W.M.,
COOS COUNTY, OREGON**

COOS COUNTY SURVEYOR
DATE APPROVED: _____
DATE FILED: _____
COOS COUNTY SURVEYOR

NOTES:
SEE LEGEND SHEET 1.
THIS SHEET CONTAINS
DETAILS OF
ENCROACHMENTS.



FOR
ANTHONY WINDLE
1116 N. 2ND STREET
EL CAJON, CA 92021

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

DEWITT

OREGON
347 E. 3RD
WALTER E. WHITE
55547
EXPIRES 6/30/22

Date: Sep 1, 2021 Scale: Varies

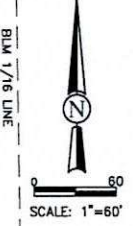
275 MARKET AVENUE
DUNES RANCH, OR 97420
WWW.DUNESRANCH.COM
541-266-8880



**PROPERTY LINE ADJUSTMENT SURVEY
LOCATED IN THE SE 1/4 OF OF THE
NW 1/4 OF SEC. 13, T.23S., R.13W., W.M., COOS COUNTY, OREGON**

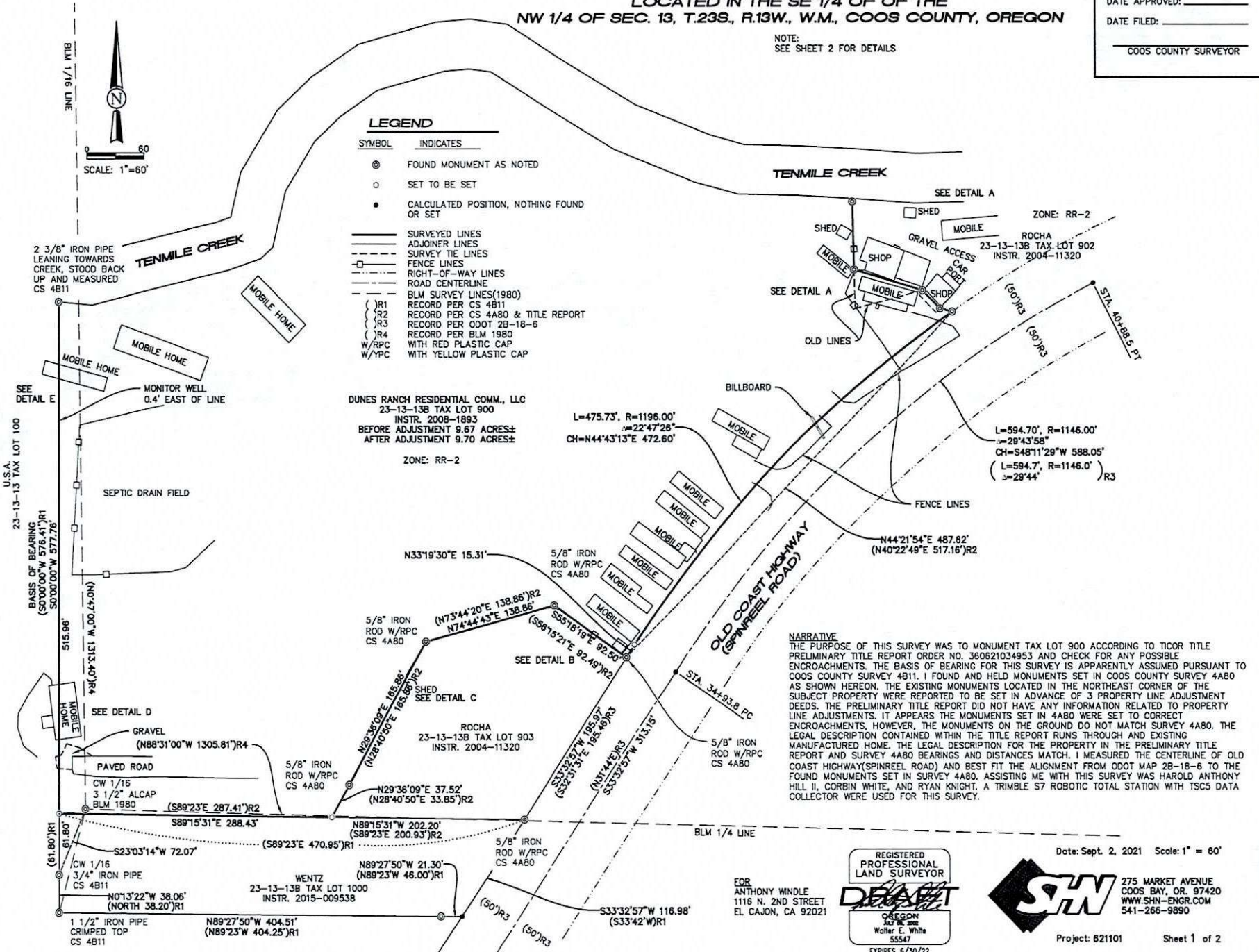
COOS COUNTY SURVEYOR
DATE APPROVED: _____
DATE FILED: _____
COOS COUNTY SURVEYOR

NOTE:
SEE SHEET 2 FOR DETAILS



LEGEND

SYMBOL	INDICATES
⊙	FOUND MONUMENT AS NOTED
○	SET TO BE SET
●	CALCULATED POSITION, NOTHING FOUND OR SET
—	SURVEYED LINES
- - -	ADJOINER LINES
- · - · -	SURVEY TIE LINES
- · - · -	FENCE LINES
- · - · -	RIGHT-OF-WAY LINES
- · - · -	ROAD CENTERLINE
- · - · -	BLM SURVEY LINES(1980)
()R1	RECORD PER CS 4811
()R2	RECORD PER CS 4A80 & TITLE REPORT
()R3	RECORD PER ODOT 2B-18-6
()R4	RECORD PER BLM 1980
W/RPC	WITH RED PLASTIC CAP
W/YPC	WITH YELLOW PLASTIC CAP



DUNES RANCH RESIDENTIAL COMM., LLC
23-13-13B TAX LOT 900
INSTR. 2008-1893
BEFORE ADJUSTMENT 9.67 ACRES±
AFTER ADJUSTMENT 9.70 ACRES±
ZONE: RR-2

L=594.70', R=1146.00'
∠=29°43'58"
CH=548'11"29"W 588.05'
(L=594.7', R=1146.0')R3

NARRATIVE
THE PURPOSE OF THIS SURVEY WAS TO MONUMENT TAX LOT 900 ACCORDING TO TICOR TITLE PRELIMINARY TITLE REPORT ORDER NO. 360621034953 AND CHECK FOR ANY POSSIBLE ENCROACHMENTS. THE BASIS OF BEARING FOR THIS SURVEY IS APPARENTLY ASSUMED PURSUANT TO COOS COUNTY SURVEY 4811. I FOUND AND HELD MONUMENTS SET IN COOS COUNTY SURVEY 4A80 AS SHOWN HEREON. THE EXISTING MONUMENTS LOCATED IN THE NORTHEAST CORNER OF THE SUBJECT PROPERTY WERE REPORTED TO BE SET IN ADVANCE OF 3 PROPERTY LINE ADJUSTMENT DEEDS. THE PRELIMINARY TITLE REPORT DID NOT HAVE ANY INFORMATION RELATED TO PROPERTY LINE ADJUSTMENTS. IT APPEARS THE MONUMENTS SET IN 4A80 WERE SET TO CORRECT ENCROACHMENTS, HOWEVER, THE MONUMENTS ON THE GROUND DO NOT MATCH SURVEY 4A80. THE LEGAL DESCRIPTION CONTAINED WITHIN THE TITLE REPORT RUNS THROUGH AND EXISTING MANUFACTURED HOME. THE LEGAL DESCRIPTION FOR THE PROPERTY IN THE PRELIMINARY TITLE REPORT AND SURVEY 4A80 BEARINGS AND DISTANCES MATCH. I MEASURED THE CENTERLINE OF OLD COAST HIGHWAY (SPINREEL ROAD) AND BEST FIT THE ALIGNMENT FROM ODOT MAP 2B-18-6 TO THE FOUND MONUMENTS SET IN SURVEY 4A80. ASSISTING ME WITH THIS SURVEY WAS HAROLD ANTHONY HILL II, CORBIN WHITE, AND RYAN KNIGHT. A TRIMBLE S7 ROBOTIC TOTAL STATION WITH TSCS DATA COLLECTOR WERE USED FOR THIS SURVEY.

FOR
ANTHONY WINDLE
1116 N. 2ND STREET
EL CAJON, CA 92021

REGISTERED
PROFESSIONAL
LAND SURVEYOR
DEAN
OREGON
MAY 18, 2009
Walter E. White
55547
EXPIRES 6/30/22



275 MARKET AVENUE
COOS BAY, OR. 97420
WWW.SHN-ENGR.COM
541-266-9890

Date: Sept. 2, 2021 Scale: 1" = 60'

Project: 621101 Sheet 1 of 2