##  <br> Coos County Planning Department Property Line Adjustment Application

Official Use Only
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Date
Received By
File No.


PLA-19-018

## Introduction

The purpose of a property line adjustment application is to review changes in property lines when no new lots are being created. Property lines may be changed to account for the location of fences, driveways, gardens and buildings. For example, a property owner may discover that a fence is located on a neighbor's property. As a solution, the affected property owners may agree to relocate their property lines. A property line adjustment review is needed to make sure the change is consistent with zoning standards.

In addition to filling out the application form, the applicant needs to draw a plot plan. The plot plan will show the property lines and dimensions, and the location of all buildings, wells, septic tanks and drain field for the parcels which are being adjusted.

The applicants need to submit the application to the Planning Department. Once the application and plot plan are accepted, staff will review the proposal.

A single adjustment of one line between two abutting properties will be approved as an administrative act.

Multiple adjustments between more than two abutting properties will be processed as a land use decision and may be approved as a single application on condition that each adjustment is completed prior to the next, in accordance with ORS Chapter 92.

Approval will become final after the applicants) complies with the approval criteria including completion of surveys when required and recording of the property line adjustment deeds). These must be completed within one year of the approval.

This information is provided as a courtesy and is not intended to replace the provisions of Article 6.3.

If you have any questions about this application, please feel free to contact this office at 541-396-7770 or visit us at 225 North Adams Street in Owen Building in Coquille, Oregon.

Please complete the following sections:

B. Property 2:


Property Line Adjustment Application

## C．Applicant：

Name：Chuck ETATvim Telephone：541－297－7238


D．Surveyor
Name／Company：lone HostにTにに Telephone：541－267－6102
Address： $63538 P$

TALC DR
City／State： Coos Bay，OR zip code：

97420

## E．Purpose of the Property Line Adjustment



F．Criteria from Article 6.3

## ARTICLE 6．3 PROPERTY LINE ADJUSTMENTS

## SECTION 6．3．100 PROPERTY LINE ADJUSTMENTS：

As set forth in ORS 92．190（3），the common boundary line between lots or parcels may be adjusted in accordance with this section without the relating procedures in ORS 92.180 and 92.185 or the vacation procedures in ORS Ch．368．Once a lot or parcel line has been adjusted， the adjusted line shall be the boundary or property line，not the original line．The Director has authority to approve a line adjustment as an Administrative Action．

## SECTION 6．3．125 PROCEDURE：

1．An application for a line adjustment or elimination shall be filed by the owners of all lots or parcels affected．The application shall be accompanied by an appropriate fee and contain the following information：
a．Reason for the line adjustment；
b．Vicinity map locating the proposed line adjustment or elimination in relation to adjacent subdivisions，partitions，other units of land and roadways；
c．A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line． The plot plan shall also show the approximate location of all structures within ten （10）feet of the proposed adjusted line；
d．A current property report（less than 6 months old）indicating any taxes，assessment
or other liens against the property, easements, restrictive covenants and rights-ofway, and ownerships of the property of the proposed development. A title report is acceptable.
e. A notice of application and decision will be provided to any and all lien holders of record for the property that will be affected by the proposed adjustment. Applicants should consult with any and all such lien holders prior to submittal of an application.
2. A line adjustment is permitted only where an additional unit of land is not created and where the lot or parcel reduced in size by the adjustment complies with the requirements of the applicable zone except that a line adjustment for the purpose of exchange or transfer of land between resource land owners shall be allowed so long as:
a. No parcel is reduced in size contrary to a condition under which it was formed;
b. The resulting parcel sizes do not change the existing land use pattern (e.g. two conforming parcels must remain conforming; and
c. Two non-conforming parcels may remain non-conforming; and, two parcels, one conforming and one non-conforming, may remain as such regardless of which parcel is non-conforming after the exchange or transfer).
3. An encroachment of existing or planned structures will not be created within required setbacks as a result of the line adjustment.
4. A line adjustment for a lot or parcel that contains a dwelling, not on a public sanitation system, and is less than an acre before the adjustment and further reduced as a result of the adjustment shall obtain documentation from Department of Environmental Quality ( DEQ ) that the sanitation system will still meet their requirements.
5. In resource lands, a unit of land containing a dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160 -acre dwelling.
a. A resource unit of land less than 160 acres and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160 -acre dwelling;
b. A resource unit of land 160 acres or greater and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted below 160 acres with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;
c. A resource unit of land 160 acres or greater and containing a dwelling approved as a 160-acre dwelling, or approved for construction of a 160-acre dwelling, cannot be reduced below 160 acres for the purpose of qualifying the vacant unit for a 160 -acre dwelling.
6. Same Designation: A line adjustment shall only be permitted where the sale or transfer of ownership is made between abutting owners of like designated lands, residential lands, commercial lands, industrial lands, resource lands, and estuary zoned lands unless an existing structure encroaches over an existing property boundary or the boundary line adjustment is required to comply with requirements of the State Department of Environmental Quality for a subsurface sewage system.

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7. Property line adjustments are subject to a twelve (12) day appeal period. If appealed, this will be treated as a Planning Director's decision and the procedures in Article 5.8 will be followed. A notice of the decision will be mailed to the applicant and to all neighborhood or community organizations recognized by the County and whose boundaries include the site. Notice of the decision will also be mailed to the owners of record of property on the most recent property tax assessment roll where such property is located:
a. Within 100 feet of the exterior boundaries of the contiguous property ownership which is the subject of the notice if the subject property is wholly or in part within an urban growth boundary;
b. Within 250 feet of the exterior boundaries of the contiguous property ownership which is the subject of the notice if the subject property is outside an urban growth boundary and not within a farm or forest zone;
c. Within 750 feet of the exterior boundaries of the contiguous property ownership which is the subject of the notice if the subject property is within a farm or forest zone.

## SECTION 6.3.150 EASEMENTS AND ACCESS:

A line adjustment shall have no affect on existing easements or access. Access shall not be eliminated through a property line adjustment process. If an access is potentially affected then an easement may be created for access to comply with this criterion.

## SECTION 6.3.175 MAPPING AND FILING REQUIREMENTS:

1. Map and Monuments Required:
a. For any resulting lot or parcel ten acres or less, a survey map that complies with ORS 209.250 shall be prepared;
b. The survey map shall show all structures within ten (10) feet of the adjusted line;
c. The survey shall establish monuments to mark the adjusted line.
2. Approval and Filing Requirements:
a. Upon determination that the requirements of this section have been met, the Director shall advise the applicant in writing that the line adjustment is tentatively approved;
b. Within one year from the date of tentative approval, the applicant shall prepare and submit to the Director any map required by Section 6.2.800(4) and Section 6.2.800(5) if a survey is required. If no map is required, the applicant shall submit proof that the requirements of the tentative approval have been met. The Director shall indicate final approval by endorsement upon the map, if any, or if no map is required the Director shall advise the applicant in writing that final approval has been granted;
c. Once endorsed by the Director, the map shall then be submitted to the County Surveyor. When the map is filed, the County Surveyor shall indicate the filing information on the map;
d. A line adjustment shall be effective when the map is filed by the County Surveyor and an instrument (e.g. deed or covenant) is recorded with the County Clerk. If no map is required, then the line adjustment shall be effective when final approval is granted by the Director and an instrument is recorded with the County Clerk;

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e. If a survey is required, the Deed shall be recorded and the Survey Map shall be filed simultaneously. The survey map, with the signature of the Coos County Planning Director shall be submitted to the County Surveyor along with the required filing fee. The survey map will be given a filing number which will be added to the Property Line Adjustment deed. The deed will then be recorded whereupon the recording number for said deed will be added to the face of the survey map. Said map will then be filed with the County Surveyor, completing the process.
f. The property line adjustment deed must be submitted on the exact format found in Figure 1 below.

Figure 1 - PLA Deed (NOT TO BE RECORDED UNTIL AFTER APPLICATION IS APPROVED)
Send tax statements to:
After recording return to:

## PROPERTY LINE ADJUSTMENT DEED

GRANTOR(s) conveys and warrants to
GRANTEE(s) the following described real property, situated in the County of Coos, State of Oregon:

SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT "A"
Subject to and excepting:
The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways.

Coos County real property Tax Account No. $\qquad$ .

The consideration for this conveyance stated in terms of dollars is $\qquad$
This is a property line adjustment deed. In compliance with ORS 92.190 , the following information is furnished:

1. The names of the parties to this deed are as set forth above.
2. The description of the adjusted line is as follows:

## SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT "B"

3. The deed whereby Grantor acquired title to the transferred property is recorded in Microfilm Reel No.
$\qquad$ of the Deed of Records of Coos County, Oregon.
4. The deed whereby Grantee acquired title to the property to which the transferred property is joined is recorded in Microfilm Reel No. $\qquad$ of the Deed Records of Coos County, Oregon.
5. The survey and monumentation, as required by ORS 92.060 and 209.250 , were done by . His survey is filed with the County Surveyor under Coos County Surveyor's Records, Map No. $\qquad$ .

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.
$\qquad$ day of $\qquad$ 20 NameSTATE OF OREGON ))ss.
County of Coos )

This instrument was acknowledged before me on $\qquad$ $20 \ldots$
by $\qquad$ -

Notary Public of Oregon
My Commission expires: $\qquad$

## ACCEPTANCE

The undersigned grantee(s) hereby accept(s) this property line adjustment deed and signs this acceptance in accordance with ORS 92.190(4).

|  | Name |
| :---: | :---: |
|  | Name |
| STATE OF OREGON ) |  |
| )ss. |  |
| County of Coos ) |  |
| This instrument was acknowledged before me on | . 20 |
| by |  |

Notary Public of Oregon
My Commission expires: $\qquad$

Page 2 of 2
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## G. Authorization: All areas must be initialed by all applicant(s) prior to the Planning Department accepting any application.

I hereby attest that I am authorized to make the application for a discretionary
 decision 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.


## FEES

The Coos County Board of Commissioners has adopted a schedule of fees and if the property owners understand they are subject to the fee. If a hearings officer is required to review this matter the property is responsible for actual cost of processing the application.


I understand it is the function of the Planning Department 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.

Property 2


As the applicants) I/we acknowledge pursuant to Section 6.3.175(2), the property line adjustment deed must be recorded with the County Clerk within one year from the date of final approval from the Planning Department.


Applicants) Original Signature

Date


Adjusted Parcecs


September 2019 Data Set (PARCEL—GNMENT WITH PHOTO MAY NOT BE CT


Copyright:(c) 2013 National Geographic Society, i-cubed | Employment | Source: Esri, DigitalGlobe, GeoEyG USDA, USGS, AeroGRID, IGN, and the GIS User Community I Coos County Comprehensive Plan: Volume I. P work created by Coos County Planning Staff \& Coos County Board of Commissioners with financial assistance Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oc the Ocean and Coastal Management Program, Department of Land Conservation and Development.

Earthstar Geographics, CNES/Airbus DS, t 2. Inventories and Factual Base. Digital ovided by the Coastal Zone Management anic and Atmospheric Administration, and

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## Adjusted Parcer

## OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS

 Informational Report of Ownership and Monetary and Non-Monetary Encumbrances| To ("Customer"): | Tony Hostetter <br> 63538 Pintale Drive <br> Coos Bay, OR 97420 |
| :--- | :--- |
| Customer Ref.: |  |
| Order No.: <br> Effective Date: <br> Charge: | October 10, 2019 at 08:00 AM <br> $\$ 250.00$ |

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

## THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

## Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:
Chuck E. Tatum, Jr.
Premises. The Property is:
(a) Street Address:

56888 Myrtle Terrace Road, Coquille, OR 97423
(b) Legal Description:

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

## TICOR TITLE

| Remit Payment To： |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Ticor Title Company of Oregon |  |  |  |  |
| 10151 SE Sunnyside Rd．Suite 300 |  | INVOICE |  |  |
|  |  |  |  |  |
| Phone：（541）269－5127 Fax：（541）269－7583 |  |  |  |  |
| Due upon receipt |  |  |  |  |
| Tony Hostetter 63538 Pintale Drive |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Coos Bay，OR 97420 |  |  |  |  |
| Order Number： | 360619028941 | Invoice Date： | 10／14／2019 |  |
|  |  | Invoice Number： | 360619028941－1 |  |
|  |  | Operation： | 02743.470028 |  |
| Buyer／Borrower（s）： Title Officer： | Chuck E．Tatum，JR． |  |  |  |
|  | John Beaver | Sales Rep： | TT Coos House |  |
| Property Description（1）： <br> 56888 Myrtle Terrace Road，Coquille，OR 97423 |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Bill Code Descrip |  |  |  | Amount |
| OER OAE |  |  |  | 250.00 |
|  |  |  | amount due： | \＄250．00 |

Thank you for the opportunity to serve you． Please return a copy of this invoice with your payment

## Part Two-Encumbrances

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

## EXCEPTIONS

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

| Fiscal Year: | $2018-2019$ |
| :--- | :--- |
| Amount: | $\$ 2,495.85$ |
| Levy Code: | 0802 |
| Account No.: | 7343802 |
| Map No.: | $28-12-07 A B$ TL0202 |

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
2. 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 2019-2020.
3. Easement as delineated or dedicated on the recorded Final Partition Plat No. 1996 \#6
4. Easement(s) for rights incidental thereto, as granted in a document:

Granted to: Pacificorp, a corporation, dba Pacific Power \& Light Company
Recording Date: August 9, 1996
Recording No: 96-08-0435
5. Easement(s) for rights incidental thereto, as granted in a document:

Granted to: Rink Creek Water District, an Oregon municipal corporation
Recording Date: December 22, 1998
Recording No: 1998-61041
6. Easement(s) for rights incidental thereto, as granted in a document:

Granted to: Patrick J. McPherson and Thiery E. Ewing
Recording Date: September 28,2001
Recording No: 2001-11691
7. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
8. The only conveyance(s) affecting said Land, which recorded over 24 months of the date of this report, are:

Grantor: Lori A.C. Roberts, who acquired title as Lori Ann Canida, as an estate in fee simple
Grantee: $\quad$ Chuck E. Tatum, Jr.
Recording Date: November 13,2000
Recording No: 2000-11961

Ticor Title Company of Oregon
Order No. 360619028941

## End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:
John Beaver 541-269-5127
john.beaver@ticortitle.com
Ticor Title Company of Oregon 300 W Anderson
Coos Bay, OR 97420

## EXHIBIT "A"

Legal Description

Parcel 1 of Final Partition Plat No. 1996 \#6 CAB-C161, recorded March 27, 1996 as Microfilm Reel No. 96-03-1227, Deed Records Coos County, Oregon.

## LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.
CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS
THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:
ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.
CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND sUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.
CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.
THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO be RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.
NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.
CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT ANDIOR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY

#  

Real Property Assessment Report
FOR ASSESSMENT YEAR 2019 NOT OFFICIAL VALUE


# STATEMENT OF TAX ACCOUNT <br> COOS COUNTY TAX COLLECTOR COOS COUNTY COURTHOUSE COQUILLE, OREGON 97423 <br> (541) 396-7725 

TATUM, CHUCK E., JR 56888 MYRTLE TERRACE RD COQUILLE, OR 97423-7752

| Tax Account \# | 7343802 | Lender Name |
| :--- | :--- | :--- |
| Account Status | A | Loan Number |
| Roll Type | Real | Property ID |
| Situs Address | S6888 MYRTLE TERRACE RD COOUILLE. OR 97423 | Interest To |
| Stt 15, 2019 |  |  |


| $\begin{aligned} & \text { Tax } \\ & \text { Year } \end{aligned}$ | $\begin{aligned} & \text { Tax } \\ & \text { Type } \end{aligned}$ | $\begin{aligned} & \text { Total } \\ & \text { Due } \end{aligned}$ | Current Due | Interest Due | Discount Available | Original Due | $\begin{aligned} & \text { Due } \\ & \text { Date } \\ & \hline \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2018 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,495.85 | Nov 15, 2018 |
| 2017 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,435.32 | Nov 15, 2017 |
| 2016 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,372.15 | Nov 15, 2016 |
| 2015 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,043.14 | Nov 15, 2015 |
| 2014 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,021.18 | Nov 15, 2014 |
| 2013 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,973.82 | Nov 15, 2013 |
| 2012 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,921.63 | Nov 15, 2012 |
| 2011 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,865.92 | Nov 15, 2011 |
| 2010 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,814.11 | Nov 15, 2010 |
| 2009 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,771,60 | Nov 15, 2009 |
| 2008 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,780.33 | Nov 15, 2008 |
| 2007 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,666.69 | Nov 15, 2007 |
| 2006 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,617.87 | Nov 15, 2006 |
| 2005 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,604.57 | Nov 15, 2005 |
| 2004 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,540.49 | Nov 15, 2004 |
| 2003 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,348.35 | Nov 15, 2003 |
|  | Total | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$30,273.02 |  |

# - COOS COUNTY ASSESSOR <br> REAL PROPERTY ACCOUNT NAMES 

| Account \# | 7343802 |
| :--- | :--- |
| Map | $28 S 1207-A B-00202$ |
| Owner | TATUM, CHUCK E., JR. |
|  | 56888 MYRTLE TERRACE RD |
|  | COQUILLE, OR 97423-7752 |


| Name |  | Ownership | Own |
| :--- | :--- | :--- | :--- |
| Type | Name | Type | Pct |
| OWNER | TATUM, CHUCK E., JR. | OWNER |  |

11/13/2000 02:34 REC FEE: $\$ 31.00 \quad$ PAGE \#: 00001 OF 0002
COOS COUNTY, OR, TERRI PURI - COUNTY CLERK

After Recording Return To: Key Tulle Company 215 Curtis Ave. PO Box 355
Coos Bay OR 974200037
Send Tax Statements To: Chuck E. Tatum, Jr. 54825 Robertson Rd Coquille OR 97423


RETURN TO KEY TITLE
Title Order No. 24-82106


Tax Account No. T28R12S7AB 202 A 473438.02

## WARRANTY DEED

(ORS 93.850)
LorI A. C. Roberts, who acquired title as Lori Ann Candida, as an estate in fee simple. Granter conveys and warrants to Chuck E. Tatum, Jr., an estate in fee simple, Grantee, the following described real property free of encumbrances except as specifically self forth herein:

See Exhibit ' $A$ ' attached hereto and by reference made a part hereof.
THIS INSTRUMENT WIL 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 LIMIT ON LAWSUITS AGANST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is $\$ 43,000.00$.
Dated this 10thday of November__ 2000

## Low ann Candida Roberts

State of OR, County of Coos iss.
This instrument was acknowledged before me on November 10 , 2000 by Lori. C. Robert.


## EXHIBIT 'A'

## Legal Descridion:

Parcel 1, Final Parition Plat 1996 \#06, filed and recorded March 27, 1996, CAB C/161, bearing Microfilm Reel No. 96-03-1227, Records of Coos County, Oregon.

Subject to:
The rights of the public in and to that portion of the premises herein described bing within the limits of public roads, streets and highways.

Easement as delineated or dedicated on the recorded plat, For:

Roadway
An Easement created by instrument, including the terms and provisions thereof, In favor of: $\quad$ Pacificorp, a corporation, dba Pacilic Power \& Light Company
For. $\quad$ Underground electric distribution line
Recorded: August 9,1996
Microfilm No.:
96-08-0435
in Coos County, Oregon.
An Easement created by instrument, including the terms and provisions thereof,
In favor of: $\quad$ Rink Creek Water District, an Oregon municipal corporation
For. Water plpeline
Recorded: $\quad$ December 22, 1998
Microfilm No.:
1998-61041
in Coos County, Oregon.
A judgment for the amount herein stated and any other amounts due,
Case No.: 95DM0252
Entered: $\quad$ September 29, 1995
Amount: $\quad \$ 350$ mo spousal sup
Deblor: Charles E. Tatum, Jr.
Creditor: Judy Carol Tatum
Altomey for Creditor: Roger W. Gould

# COOS COUNT, OREGON <br> TERRI TURI, MC, COUNTY CLERK <br> <br> DESCRIPTION FOR PATRICK J. McPHERSON \& THIERY E. EWING (GRANTEE) <br> <br> DESCRIPTION FOR PATRICK J. McPHERSON \& THIERY E. EWING (GRANTEE) A WATERLINE EASEMENT 

 A WATERLINE EASEMENT}


THE UNDERSIGNED HEREBY GRANTS TO PATRICK J. MCPHERSON AND THIERY E. EWING, A NONEXCLUSIVE EASEMENT FOR THE PURPOSE OF THE INSTALLATION AND CONTINUED USE OF A WATER PIPELINE OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY IN COOS COUNTY, OREGON:
owners of record (Grantor): CHUCK E. TATUM Jr. ESTATE IN fee simple
TAX MAP 28-12-7AB-TAX LOT 202 -DEED REFERENCE: MF\# 2000-11-961
A WATERLINE EASEMENT BEING LOCATED ON PARCEL 1 OP PARTITION PLAT 1996 \# 6, FILED AND RECORDED IN CABINET C-161, RECORDS OF COOS COUNTY. HAVING A WIDTH OF TEN (10.00) FEET, LOCATED FIVE (5.00) FEET EITHER SIDE OF THE FOLLOWING DESCRIDED CENTERLINE:

BEGINNING AT THE NORTH QUARTER CORNER OF SECIION 7, TOWNSHIP 28 SOUTH, RANGE 12 WEST, W.M., COOS COUNTY, OREGON: THENCE, ALONG THE NORTH LINE OF SAID SECTION 7, SOUTH $89^{\circ} 11^{\prime} 00^{\prime \prime}$ EAST A DISTANCE OF 227.60 FEET; THENCE, LEAVING SAID NORTH LINE OF SECTION 7, SOUTH $00^{\circ} 30^{\prime} 00^{\prime \prime}$ EAST A DISTANCE OF 248.88 FEET TO TIE TRUE POINT OF BEGINNING: THENCE, NORTH $65^{\circ} 17^{\prime} 38^{\prime \prime}$ WEST A DISTANCE OF 20.00 FEET TO THE TERMINUS POINT.

THE RIGHTS, CONDITIONS, AND PROVISIONS OF THE EASEMENT SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO. THIS EASEMENT IS APPURTENANTTOTHE REAL PROPERTY OWNED BY ORANTOR. THE UNDERSIGNED WARRANTS AND DECLARES THAT ALL PARTIES WHOSE PERMISSION, CONSENT OR AUTHORITY IS REQUIRED TO GRANTTHIS EASEMENT TO THE GRANTEES AS STATED ABOVE HAVE SIGNED THIS EASEMENT.
datedthis_2クTh_DAYor SEPTERBET 2001.

## GRANTOR:


STATE OF OREGON ,
County of COOS

Before me on the 21 day of SEPT, 2001, personally appeared the above named CLKCK
E. Ta. $T \mu$ and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public For Oregon My Commission Expires: $\qquad$
Returns To:
Paliciky thewy mepherson
$s 4910$ myrtle terence Rd.
Clquille, OR .97423

WATER PIPELINE EASEMENT

Patrick J. McPherson and Thiery E. (Ewing) McPherson, husband and wife, as "Grantor", for consideration received, do hereby grant, convey and sell to Rink Creek Water District, an oregon municipal corporation "Grantee". a permanent, exclusive water pipeline easement for installation, maintenance and replacement purposes of a public waterline, over real property owned by grantor as described on exhibit $A$. This grant includes a temporary construction easement as set forth on exhibit $A$.

This easement, along with others to be obtained by grantee, forms an Integral part of grantee!s overall water supply system.

This agreement is binding on and shall inure to the benefit of the parties, their heirs and assignees.

A map indicating the location of the easement is attached as Exhibit B.
$2^{\text {IN WITNESS WHEREOF }}$ grantors have set their hands this 22 day of DEREMhER. 1998.


STATE OF OREGON )
COUnty of COOS )
Bs.
Personally appeared Patrick J. McPherson and Thiery E. (formerly Ewing) McPherson, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.
Date:


After Recording return to:
JAMES FLECK
OREGON PROPERTIES OF COQUILLE
81 E MST STREET
COQUILLE OR 97423

EXHIBIT A
若空 PARCRI 1
EASEMENT－WATERLINE

An easement for Installation，malntenance and replacement purposes of a publlc waterline and necessary appurtenances over a strip of land 20 teet In width over a portion of a parcel of Parcel 3 of Partiton Plat 1996 \＃6，Records of Coos County． located in the northeast quarter of Section 7，Township 28 South，Range 12 West of the Willamette Meritian，Coos County，Oregon being more particularly described as follows：

Beglniling at the northwest corner of said Parcel 3，marked by a rebar with plastio cap which bears South $89^{\circ} 177^{\prime} 54^{\prime \prime}$ East 227.39 feet from the north quarter comer of said Section 7，narked by a brass cap monument，thils line baing the basis of： bearings：

Thence South $89^{\circ} 05^{\prime} 59^{\prime \prime}$ East 116.08 feet along the northerly line of sald Parcel 3 to the TRUE POINT OF BEGINNING；

Thence South $12^{\circ} 22^{\prime} 14^{\prime \prime}$ East 16.18 feet；
Thence South $31^{\circ} 40^{\prime} 59^{\prime \prime}$ West 23.41 feet；
Thence South $11^{\circ} 24^{\prime} 53^{\prime \prime}$ East 135.82 foet；
Thence South $14^{\circ} 33^{\prime} 12^{\prime \prime}$ ．West 112.21 feet；
Thence South $45^{\circ} 50^{\prime} 31^{\prime \prime}$ West 59.30 feet；
Thence North $89^{\circ} 47^{\prime} 38^{\prime \prime}$ West 60.00 feet，more or less to the westerly line of said Parcel 3，all as specified on the attached map．

TOGETHER WITH：A temporary easement for construction purposes over a strip of land 40 feet in width，the centerine of which is the centerline of the hereinabove described strip of land．

Said temporary easement will terminate on December 31， 2000

## EXHIBIT A

## PARCEL 2

An easement for installation, maintenance and replacement purposes of a publio waterline and necessary appurtenances over a strip of land 50 feot In width over a portion of a parcel of Parcel 1 of Partition Plat 1996 \#6, Records of Coos County lncated in the northeast quarter of Gection 7. Townshlp 28 South, Range 12 West of the Willamette Meridian, Coos County, Orogon, said sirip of land being the $50-$ foot road easement as shown on said Partition plat, all as specified on the attached map.


## LOCATED IN SECIION 7 , TOWNSHIP 28 SOUTH. RANGE 12 WEST, VILLAMEIIE MERIDIAN. <br> COOS COUNTY, OREGON. <br> PARTITON PLAT NO. 1906 \#G



NOTE:
A REDUCED COPY OF A PORTION OF THE ACTUAL PARTITION PLAT (IG96 \#D) WAS UTHLIZED IO SHOW THE LIMITS OF THE EASEMENT. EASEMENT SHALL UTLLZE THE FULL 50 ft WDTH SHOWN FOR THE ROAD EASEMENT.

MCPHERSON EASEMENT $B-2$

|  | RINK CREEK WATER DISTRICT WATER SYSTEM IMPROVEMENTS |  | mive. Esmint3 |
| :---: | :---: | :---: | :---: |





## 

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



Зเロเ】9ロ2893ь

| Remit Payment To： |  |  |  |
| :---: | :---: | :---: | :---: |
| Ticor Title Company of Oregon |  |  |  |
| 10151 SE Sunnyside Rd．Suite 300 | INVOICE |  |  |
| Clackamas，OR 97015 |  |  |  |
| Phone：（541）269－5127 Fax：（541）269－7583 |  |  |  |
| Due upon receipt |  |  |  |
| Tony Hostetter 63538 Pintale Drive Coos Bay，OR 97420 |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Order Number： 360619028936 | Invoice Date： |  |  |
|  | Invoice Number： |  |  |
|  | Operation： | 02743.470028 |  |
| $\begin{array}{ll}\text { Buyer／Borrower（s）：} & \text { ATR Services inc } \\ \text { Title Officer：} & \text { John Beaver }\end{array}$ |  | 这 |  |
|  | Sales Rep： | TT Coos Hou |  |
| Property Description（1）： <br> 56822 Myrtle Terrace Road，Coquille，OR 97423 |  |  |  |
|  |  |  |  |  |  |  |
| Bill Code Description |  |  | Amount |
| OER OAE |  |  | 250.00 |
|  |  | mount due： | \＄250．00 |

Thank you for the opportunity to serve you．
Please return a copy of this invoice with your payment

300 W Anderson
(541)269-5127

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

| To ("Customer"): | Tony Hostetter <br> 63538 Pintale Drive <br> Coos Bay, OR 97420 |
| :--- | :--- |
|  |  |
| Customer Ref.: <br> Order No.: <br> Effective Date: <br> Charge: | October 11, 2019 at 08:00 AM <br> $\$ 250.00$ |

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

## THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

## Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:
ATR Services, Inc., an Oregon corporation
Premises. The Property is:
(a) Street Address:

56822 Myrtle Terrace Road, Coquille, OR 97423
(b) Legal Description:

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

## Part Two-Encumbrances

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

## EXCEPTIONS

1. Unpaid Property Taxes are as follows:

| Fiscal Year: | $2019-2020$ |
| :--- | :--- |
| Amount: | $\$ 1,541.42$, plus interest, if any |
| Levy Code: | 802 |
| Account No.: | 844900 |
| Map No.: | $28-12-07 B A 100$ |

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
2. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, alleys and highways.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Recording Date: August 21, 1963
Recording No: Book 303, Page 228
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Recording Date: November 30, 1965
Recording No: 65-11-3745
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Coquille
Recording Date: May 4, 1993
Recording No: 93-05-0064
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

| Granted to: | Rink Creek Water District |
| :--- | :--- |
| Recording Date: | February 9, 1999 |
| Recording No: | $1999-1666$ |

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

| Amount: | \$250,724.62 |
| :--- | :--- |
| Dated: | April 20, 2018 |
| Trustor/Grantor: | ATR Services, Inc., an Oregon corporation |
| Trustee: | Cascade Title Co. |
| Beneficiary: | McDougal Bros., Inc |
| Recording Date: | June 20,2018 |
| Recording No.: | $2018-5729$ |

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: ATR Services, Inc.
a) A Copy of the corporation By-laws and Articles of Incorporation
b) An original or certified copy of a resolution authorizing the transaction contemplated herein
c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

## End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:
John Beaver
541-269-5127
john.beaver@ticortitle.com
Ticor Title Company of Oregon
300 W Anderson
Coos Bay, OR 97420

The Northeast quarter of the Northwest quarter of Section 7, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, EXCEPTING THEREFROM the following described parcels:

## Parcel I:

Beginning at the Southwest corner of said Northeast quarter of the Northwest quarter of Section 7, thence North $00^{\circ} 111 / 2^{\prime}$ West along the $1 / 16$ th Section line 602.5 feet to a $5 / 8$ inch iron rod; thence continuing North $00^{\circ} 111 / 2^{\prime \prime}$ West an additional 15.63 feet to a point in the center of the roadway from State Highway No. 42 to the City of Coquille water treatment plant; thence Northeasterly along the center of said roadway to a point North $73^{\circ} 27^{\prime}$ West 15 feet from a $5 / 8$ inch iron rod; thence South $73^{\circ} 27^{\prime}$ East 15 feet to said rod; thence South $79^{\circ} 21^{\prime}$ East 397.90 feet to a $5 / 8$ inch iron rod; thence South $30^{\circ} 31$ East 679.1 feet to a $5 / 8$ inch iron rod; thence along the $1 / 16$ th Section line South $88^{\circ} 23^{\prime}$ West 170 feet to the point of beginning.

Parcel II:
Beginning at a $5 / 8$ inch iron rod which is 533.20 feet South and 78.56 feet East of the Northwest corner of said Northeast quarter of the Northwest quarter of Section 7; thence South $45^{\circ} 03^{\prime}$ West 15 feet to the center of the roadway from State Highway NO. 42 to the City of Coquille water treatment plant; thence down the center of said road along a 128.0 foot radius curve to the right, the long chord of which bears South $14^{\circ} 1^{\prime}$ East 130.9 feet; thence South $77^{\circ} 27^{\prime}$ East 15 feet to a $5 / 8$ inch iron rod; thence South $79^{\circ} 21^{\prime}$ East 397.9 feet to a $5 / 8$ inch iron rod; thence North $4^{\circ} 27^{\prime}$ East 430.6 feet to a $5 / 8$ inch iron rod; thence North $88^{\circ} 42^{\prime}$ West 460.4 feet; thence South 224.5 feet to the point of beginning.

Parcel III:
Beginning at a point on the West line of the Northeast quarter of the Northwest quarter of Section 7, which point is 686.9 feet South and 1320 feet East of the Northwest corner of the aforesaid Section; thence North $71^{\circ} 01^{\prime}$ East, (the West line of the Northeast quarter of the Northwest quarter of said Section 7 being due North) 113.1 feet; thence on a 110 foot radius curve to the left, the long chord of which bears North $19^{\circ} 19^{\prime}$ West a distance measured along the curve of 308.5 feet; thence North $89^{\circ} 40^{\prime}$ West 71.3 feet, more or less, to the aforesaid West line of the Northeast quarter of the Northwest quarter of Section 7; thence South along said Section 7; 250.7 feet, more or less to the place of beginning.

## Parcel IV:

Beginning at a $5 / 8$ inch brass rod 319.12 feet South and 538.94 feet East from the Northwest corner of said Northeast quarter of the Northwest quarter of Section 7 ; thence South $4^{\circ} 27^{\prime}$ West 300 feet to a $5 / 8$ inch brass rod; thence South $85^{\circ} 33^{\prime}$ East 125 feet to a $5 / 8$ inch brass rod; thence North $4^{\circ} 27^{\prime}$ East 300 feet to a $5 / 8$ inch brass rod; thence North $85^{\circ} 33^{\prime}$ West 125 feet to the point of beginning.

## Parcel V:

Beginning at the Southwest corner of said Northeast quarter of the Northwest quarter of said section 7 ; thence North $00^{\circ} 111 / 2^{\prime \prime}$ West along the $1 / 16$ th Section line 602.5 feet to a $5 / 8$ inch iron rod; thence continuing North $00^{\circ}$ $111 / 2^{\prime}$ West an additional 15.63 feet to a point in the center of the roadway from State Highway No. 42 to the City of Coquille water treatment plant; thence Northeasterly along the center of said roadway to a point North $73^{\circ} 27^{\prime}$ West 15 feet to a $5 / 8$ inch iron rod; thence South $73^{\circ} 27^{\prime}$ East 15 feet to said rod; thence South $79^{\circ} 21^{\prime}$ East 397.90 feet to a $5 / 8$ inch iron rod, which point is the Northeast corner of a parcel conveyed under contract of sale dated September 1, 1962 between James K. Kay, et ux and A. O. Montgomery, et ux, and to the true point of beginning of this parcel; thence continuing South $79^{\circ} 21^{\prime}$ East 125 feet; thence South 250 feet; thence West 290 feet, more or less, to a point which is South $30^{\circ} 31^{\prime}$ West from the true point of beginning; thence North $30^{\circ} 31^{\prime}$ East to the true point of beginning.

Parcel VI:
A tract of land located in the Northeast quarter of the Northwest quarter of Section 7, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and more particularly described as follows: Beginning at a $5 / 8$ inch brass rod 328.82 feet South and 663.56 feet East from the Northwest corner of said Northeast quarter of the Northwest quarter; thence South $4^{\circ} 27^{\prime}$ West a distance of 300.72 feet to a $5 / 8$ inch brass rod; thence North $85^{\circ} 08^{\prime}$ East a distance of 157.17 feet; thence North $6^{\circ} 36^{\prime} 18^{\prime \prime}$ East a distance of 115.81 feet; thence

## EXHIBIT "A"

Legal Description
North $18^{\circ} 22^{\prime} 58^{\prime \prime}$ East a distance of 90.89 feet; thence North $64^{\circ} 06^{\prime} 44^{\prime \prime}$ West a distance of 195.17 feet to the point of beginning.

## LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.
CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LImited. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LImitation and agrees to be BOUND BYITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:
ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.
CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION given for the report, to the foregoing limitation of liability and that any such LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.
THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO be relied upon as a representation of the status of title to the property. the COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

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

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

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

END OF THE LIMITATIONS OF LIABILITY




## STATEMENT OF TAX ACCOUNT <br> COOS COUNTY TAX COLLECTOR COOS COUNTY COURTHOUSE COQUILLE, OREGON 97423

(541) 396-7725


Tax Summary

| Tax <br> Year | Tax Type | $\begin{aligned} & \text { Total } \\ & \text { Due } \\ & \hline \end{aligned}$ | $\begin{gathered} \hline \text { Current } \\ \text { Due } \\ \hline \end{gathered}$ | Interest Due | Discount Available | $\begin{aligned} & \text { Original } \\ & \text { Due } \end{aligned}$ | Due Date |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2019 | ADVALOREM | \$1,495.18 | \$1,541.42 | \$0.00 | \$46.24 | \$1,541.42 | Nov 15, 2019 |
| 2018 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,492,99 | Nov 15, 2018 |
| 2017 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1.477.44 | Nov 15, 2017 |
| 2016 | ADVALOREM | \$0.00 | 50.00 | \$0.00 | \$0.00 | \$1,440.15 | Nov 15, 2016 |
| 2015 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,394.17 | Nov 15, 2015 |
| 2014 | ADVALOREM | 50.00 | \$0.00 | \$0.00 | \$0.00 | \$1,378,04 | Nov 15, 2014 |
| 2013 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$765.09 | Nov 15, 2013 |
| 2012 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$745.59 | Nov 15, 2012 |
| 2011 | ADVALOREM | \$0.00 | 50.00 | \$0.00 | \$0.00 | \$725.57 | Nov 15, 2011 |
| 2010 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$704.56 | Nov 15, 2010 |
| 2009 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$688.23 | Nov 15, 2009 |
| 2008 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$707.91 | Nov 15, 2008 |
| 2007 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$640.70 | Nov 15. 2007 |
| 2006 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$622.77 | Nov 15. 2006 |
| 2005 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$621.44 | Nov 15, 2005 |
| 2004 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$594.61 | Nov 15, 2004 |
| 2003 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$567.87 | Nov 15, 2003 |
|  | Total | \$1,495.18 | \$1,541.42 | \$0.00 | \$46.24 | \$16,108.55 |  |

TAX NOTȦTION...
NOTATION CODE
DATE ADDED DESCRIPTION
SPLIT CODE 4-JUn-2014 AFFIDAVIT $\# 20303$ - $\# 844990$ COMBINED INTO $\# 844900$ RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

# COOS County Assessor's Summary Report <br> Real Property Assessment Report <br> FOR ASSESSMENT YEAR 2019 




# STATEMENT OF TAX ACCOUNT <br> COOS COUNTY TAX COLLECTOR COOS COUNTY COURTHOUSE <br> COQUILLE, OREGON 97423 <br> (541) 396-7725 

ATR SERVICES INC
PO BOX 876
VENETA, OR 97487-0876

| Tax Account $\#$ | 844900 | Lender Name |
| :--- | :--- | :--- |
| Account Status | A | Loan Number |
| Roll Type | Real | Property ID |
| Situs Address | 56822 MYRTLE TERRACE RD COOUILLE. OR 97423 | Interest To |


| $\begin{aligned} & \text { Tax } \\ & \text { Year } \end{aligned}$ | Tax Type | Total Due | Current Due | Interest Due | Discount Available | Original Due | $\begin{aligned} & \text { Due } \\ & \text { Date } \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2018 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,492.99 | Nov 15, 2018 |
| 2017 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,477.44 | Nov 15, 2017 |
| 2016 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,440.15 | Nov 15, 2016 |
| 2015 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | 50.00 | \$1,394.17 | Nov 15, 2015 |
| 2014 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,378.04 | Nov 15, 2014 |
| 2013 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$765.09 | Nov 15, 2013 |
| 2012 | ADVALOREM | \$0.00 | 50.00 | \$0.00 | \$0.00 | \$745.59 | Nov 15, 2012 |
| 2011 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$725.57 | Nov 15, 2011 |
| 2010 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$704.56 | Nov 15, 2010 |
| 2009 | ADVALOREM | 50.00 | \$0.00 | \$0.00 | \$0.00 | \$688.23 | Nov 15, 2009 |
| 2008 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$707.91 | Nov 15, 2008 |
| 2007 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 5640.70 | Nov 15, 2007 |
| 2006 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$622.77 | Nov 15. 2006 |
| 2005 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$621.44 | Nov 15, 2005 |
| 2004 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$594.61 | Nov 15, 2004 |
| 2003 | ADVALOREM | 50.00 | \$0.00 | \$0.00 | \$0.00 | \$567.87 | Nov 15, 2003 |
|  | Total | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$14,567.13 |  |
| TAX NOTATION... |  |  |  |  |  |  |  |
| NOTATION CODE DATE ADDED DESCRIPTION |  |  |  |  |  |  |  |
| SPLIT | CODE | AFFIDAV CONSOL | $\begin{aligned} & 0303-\$ 84499 \\ & \mathrm{ON} \end{aligned}$ | BINED INTO | 00 RURAL F | RE PATROL | LIT CODE |

# COOS County Assessor's Summary Report Real Property Assessment Report 

FOR ASSESSMENT YEAR 2019 NOT OFFICIAL VALUE

October 9, 2019 4:00:31 pm

| Account \# | 844900 |
| :--- | :--- |
| Map\# | $28512078 A 00100$ |
| Code - Tax \# | $0802-844900$ |


| Tax Status | ASSESSABLE |
| :--- | :--- |
| Acct Status | ACTIVE |
| Subtype | NORMAL |


| Legal Descr | See Record |
| :--- | :--- |
| Malling Name | ATR SERVICES INC |

Agent
In Care of

| Malling Address | POBOX 876 |
| :---: | :---: |
|  | VENETA, OR 97487-0876 |



| Code Area | ID\# | RFPD Ex | Plan Zone | Value Source | $\begin{gathered} \text { Land Breakdown } \\ \text { TD\% } \end{gathered}$ | LS | Size | Land Class | LUC |  | Trended <br> RMV |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0802 <br> 0802 <br> 0802 | 30 | $\square$ | RR-2 | Market | 111 | A | 1.00 | MHS | 003 |  | 33,000 |
|  | 20 |  | RR-2 | Market | 111 | A | 22.37 | MV | 003 |  | 101,900 |
|  | 40 | $\square$ | RR-2 | Market | 111 | A | 4.00 | MV | 003 |  | 18,260 |
|  |  |  |  |  | Grand Total |  | 27.37 |  |  | 153.160 |  |
| $\begin{aligned} & \text { Code } \\ & \text { Area } \end{aligned}$ |  | iD\# Bult | $\begin{aligned} & \hline \hline \text { Stat } \\ & \text { Class } \end{aligned}$ | Description | Improvement Breakdown |  |  | Total Sq. Ft. Ex | Ex\% MS Acct \# | Trended RMV |  |
| 0802 |  | 10 | 308 | MACHINE SHED |  |  |  | 586 |  | 1,530 |  |
|  |  |  |  |  | Grand Total |  |  | 586 |  |  | 1.530 |
| Code TypeArea |  |  |  |  |  |  |  |  |  |  |  |
| NOTATION(S): <br> - FIRE PATROL ADDED 2014 <br> AFFIDAVIT \#20303 - \#844990 COMBINED INTO \#844900 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION |  |  |  |  |  |  |  |  |  |  |  |
| 0802 |  |  |  |  |  |  |  |  |  |  |  |
| FIRE PATROL: <br> FIRE PATROL SURCHARG |  |  |  |  | Amount |  | $47.50$ | 6 Acres | 26.37 | Year | $\begin{array}{r} \quad 2019 \\ \text { r } 2019 \end{array}$ |

## COOS COUNTY ASSESSOR

REAL PROPERTY ACCOUNT NAMES

Account\# 844900
Map 28S1207-BA-00100
Owner ATR SERVICES INC
PO BOX 876
VENETA, OR 97487-0876

| Name |  |  | Ownership | Own |
| :--- | :--- | :--- | :--- | :--- |
| Type | Name | Type | Pct |  |
| OWNER | ATR SERVICES INC |  |  |  |
| OWNER SERVICES INC |  |  |  |  |

## vu 303 prate 28

## $480 \%$ -

## EASEMENT AGREEMENTI

THIS AGREEMENT, Made and entered into thit $28^{\text {day }}$ day May, 1963, by and between WAYNE J. JACOBSEN and DAISY JACOBSEN, Husband and Wife, hereinafter referred to and designated as "Jacobsens"; : JAMES E. KAY and D. ELAINE KAY, Husband and Wife, hereinafter referred to and designated as'rKays''; and A. O. MONTGOMERY and SADIE MONTGOMERY, Husband and Wife, hercinafter referred to and designated as "Montgomerys"; and CLARENGE E. PENSE and ALICE M. PENSE, Husband and Wife, hereinafter referred to and designated as Pensés:

THAT WHEREAS, Kays have purchased from Russell. W. Wilson and Dolores J. Wilson, husband and wife, the follawing described premises situate in Coos County, State of Oregon, bounded and described as follows, to-wit:

The Northeast quarter (NE $1 / 4$ ) of the Northwest quartex
(NW 1/4) of Section 7, Townshtp 28 South, Range 12 West of the. Willamette Meridian, Cóos County, Oregon.
AND WHEREAS, Jacobsens own premises abutting said property ${ }^{*}$ tescribed in the preceding paragraph, and

WHEREAS, Kays have sold portions of the above described premises by Land Gales Contracts to Montgomerys and Penses, and are going to deed a portion of said premises to Jacobsenc, and

WHEREAS, the road and right-of-way now and heretofore in existence from Highway 42 to the above-described premises and being the road used for access and egress to Kays premises and the premises sold on contract to Montgomerys and Penses crosses the premises of Jacobsens abutting the above-described premises and whereas heretofore certain easement docurnents have bean recorded concerning said yoadway, said easements appearing in Deeds Records of Coos County in Volume 213 at Page 556 and in voluméz 13 at Page 561 , tre the parties wish to clarify and make moro definite and certain the terms axdaprovisions of satd instruments, now,
therefore, it is understood and agreed asifollows:

1. It is understood and agreed, and Jacobsen do hereby grant unto Kay, Penses, and Montgomerys, their heirs end assigns, a right-of-way and easement over the property of Jacobsen abutting the premises hereinabove described, said right-of-way being. from Highway 42 to the premises of the said parties and being that right-of-way described in Deeds Records of Coos County in Volume 213 at Page 561, said right-of-way and easement to be for residential access and egress purposes only and to cover one residential: use for each of Nays, Beaches and-Montgomerys, and two residential uses for Penises.
2. Gays shall convey by Warranty Deed containing the usual covenants. a portion of said premises, the receipt of which Deed is hereby acknowledge by Jacobsens, and Jacobsen shall convey to Kay by Deed a certain portion of Jacobsen premises and Nays hereby acknowledge receipt of such conveyance:

IN WITNESS WHEREOF; the parties have hereunto set their hands in quadruplicate, the day and year first hereinabove written.


Sadie Montgomery

Clarence: E. Dense

$-2 \cdot$ VOL $3033_{\text {PAGER 29 }}$

STATE OF OREGON
COUnt OO COOB:
On this Ch t day of fut ul 1963, before me, the undersigned,
A Notary Public in and for said County and State, personally appeared the Within named WAYNE J. JACOBSEN and DAISY JAGOBSEN Husband and Wife, JAMES E, KAY and D. PLAANEKAY, Husband and Wife, A. O. MONTGOMERY and SADIE MONTGOMERY, Husband and Wife, CLARENCE E. PENSE and ALICE M. PENSE, Husband and Wife, who are known to me to. be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.:

IN TESTIMONY WHEREOF; I have hereunto set my hand and affixed: my official seal the day and year last above written.


My Commission expires December 14, 1964
$\qquad$ AUG 214963

## 93050064

## Mail tax atatements

 tosAfter m:ecording, return to:

Considerations


No Change

dy:23 OH:O5/04/2993 OR1GH1 * pages ... …c. Fee -28:00 EASEMENT

MARK Y: FLEMING and JUANITA M. FLRMING, husband and wife, grantor, hereby grants and conveyo unto the CITY OF codurrise, OREGON, a luinicipal Coxporation of the State of Oregon, grantee, the perpetual right to enter upon and install, construct, maintain, repair, rebuild, replace, use, operate and control a raw waterline, with necessayy appurtenances, all to be on, over and acrosis the property describepd on the attached Bxhibit "A" ( 2 pages).

TO BAVE AND TO HOLD the above easemant unto the City of Coquille, lts successors and assigns forever, and for such purposes; the city of Coguille, its officers, agents, employees ind contractors shall have a right of ingress and egress upon, over änd across said real property for buch purpoees, provided, however, that grantor, his buccessors and asbigns, shall have the use of said premises for all purposes at all times so long as the same does not interfere with the proper function, use and operation of the city of Coquille and its service equipment: and the city of cocquile shall restore the premises to original condition after the construction, maintenance or repair has been completed.

Grantor covenants that he is lawfully seized in feo simple to the above described real property and that the same is froe and clear of all ilens and encumbrances.

This easement shall be binding upon the grantor, his successora and assigns, and shall inure to the benefit of the City oi Coquille, its buccessors and absigns.

RASEMENT - 1
$\qquad$ December 1992.

 STATE OF PEON
County of PRopr; $\}$; DAIED: Dee, 1992
Personally appeared the above named individuals annaacknowledged the foregoing instrument to be their voluntary act and deed. BEFORB ME:


Notary public for Roncaren


EASEMENT - 2

## RINK CREER RAW HATERLINE EASEMENT NO: I

An easement for instalbation, maintenance and replacement purposes of a raw wateriline with necessary appurtenances over a strip of
\& land 30 feet in width, that portion of which affects that certain parcal of land ownea by Mark and Jeanita rleming as described in Document No, 80-4-5671, records of Coos County, located in the northwest quarter of Section 7, Township 28. South, Range 22 West of the Wiliamette Meridian, coos County, Oregon, the centerline of said 30 -foot strip of land being more particularly described as folloris:
Beginning at the northwest coiner of said Section 7 , marked by a brass cap monument, which bears south $88^{\circ} 38^{\prime}$ 41" West 2629:70 feet from the north quarter corner of said section 7 i marked by a brass cap monument, this line being the basis of bearing.

Thence South $76^{\circ}$ 22' 01" East 1349.16 feet to the northenst corner, of the parcel of land owned by the City of coquille for the Water. Treatinent plant, marked by a $1 / 2$-inch iron pipe:
Thence South $00^{\circ} 08^{\prime} 35^{\prime \prime}$ West 102.00 feet along the easterly:
line of said Water rieatment plant parcel to the TRUE POINT OF BEGINNING;

Thence South $87^{\circ} 10^{\circ} 00^{\prime \prime}$ East 1,040.00 feet, all as specified on the attached map.



02/09/1999:01:41 REC FEE: $\$ 28.00$ COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

PAGE \#: 0001 OF 0004
INST有: $1999 \because 1666 \because * *$

WATER PIPELINE EASEMENT

Mark Fleming and Juanita Fleming husband and wife, as "Grantor". for consideration received, do hereby grant,
 municipal Corporation "Grantee", a permanent. exclusive water pipeline easement for installation, maintenance ana replacement purposes of a public waterline, over real property owned by granter as described on Exhibit $A$. This: grant includes $z$ temporary construction easement, as set forth on Exhibit. A.

This easement, along with others to be obtained by grantee, forms an integral part of grantee's overall water supply system*

This agreement is binding on and shall inure to the benefit of the parties, their hairs and assignees.

A map indicating the location of the easement is attached as Exhibit. B.

IN WITNESS WHEREOF, grantors have set their hands this
$\qquad$ day of febrility 1999.


STATE OF OREGON: )
County of Cook sis.
Personally appeared Mark Fleming and Juanita Fleming and acknowledged the foregoing instrument to be their voluntary act and deed.


Send Tax statements to: No Change


After Recording return to: Rink Creek Water District PO. BOX 65
Coquille, or 97423

## EXHIBIT A

## EASEMENT NO. 18 WATERLINE

An easement for installation, maintenance and replacement purposes of a public waterline and necessary appurtenances over a strip of land 20 feet in width, that portion of which affects a parcel of land owned by the Mark and Juanita Fleming as described in Microfilm Record No. 80-45671, Records of Coos County, located in the northeast quarter of the northwest quarter off Section 7. Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, the centerline of said strip of land being more particularly described as follows:

Beginning at the southeast corner of a parcel of land owned by John Brush, as described in Microfilm Record No. 96-11-0903, Records of Coos County, marked by $5 / 8^{\prime \prime}$ rebar which bears South $79^{\circ} 21^{\prime \prime}$ Eäst 398.28 feet from the southwest corner of said parcel owned by Bright, marked by an lion pipe, this line being the BASIS OF BEARINGS:

Thence North $04^{\circ} 27^{\prime} 00^{\prime \prime}$ East 4.20 feet along the easterly line of said parcel owned by Bruch to the TRUE POINT OF BEGINNING;

Thence South $55^{\circ} 10^{\prime} 56^{\prime \prime}$. East 51.24 feet;
Thence South $74^{\circ} 30^{\prime} 35$ " East 83.42 feet;
Thence North $86^{\circ} 24^{\prime} 05^{\prime \prime}$ East 120.71 feet;
Thence North $87^{\circ} 28^{\prime} 47^{\prime \prime}$ East 129.76 feet;
Thence South $87^{\circ}$ 14 $28^{\prime \prime}$ East 77:24 feet;
Thence South $65^{\circ} 16^{\prime} 32^{\prime \prime}$ East 109.72 feet:
Thence No nth $65^{\circ}-23^{\circ} 53^{n}$ East 108.33 feet;
Thence South $73^{\circ} 36^{\circ} 22^{\prime \prime}$ East 135.70 feet:
Thence North $62^{\circ} 13^{\prime} 06^{\prime \prime}$ East 22.06 feet, more or less to the westerly right-of-way line of East P Street per Myrtle Terrace Subdivision, all as specified on the attached map. With the sidelines of said strip of land being lengthened or shortened to terminate on the westerly and easterly lines of said parcel.
.5505.02Wdescripleaseno18.doc

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02/09/1999 01:41% REC FEE: $28:00
PAGE #:C 0003 OF 0004
COOS COUNTY,OR; TERRI TURI - COUNTY CLERK

TOGETHER WITH: A temporary easement for construction purposes over a strip of land 40 feet in width, the centerline of which is the centerline of the hereinabove described strip of land.
Said temporary easement will terminate on December 31, 2000.
(Bearings based on Coos County Survey \#29a52)


After recording return to

\section*{TRUSTDDEED}

\section*{PARTIES: ATR Services, Inc.}

\author{
, Grantor
}

\section*{Cascade Title Co.}

Trustee
McDougal Bros., Inc.,
Grantor conveys to Trustee, in trust, the real property described below, which is not currently used for agricultural, timber or grazing purposes:

\section*{See attached Exhibit A}

This Trust Deed shall secure payment and performance of a Promissory Note dated June 4, 2018, and other agreements. The principal amount of the Promissory Note is \(\$ 250,724.62\) which, together with accrued interest is due on sale of land and timber.

Grantor warrants and covenants that Grantor owns the property free and clear of encumbrances except easements, conditions, and restrictions of record.

Grantor shall pay the Promissory Note in accordance with its agreement with Beneficiary and shall pay when due all taxes, assessments, and other charges that may be levied against the property. Grantor shall keep any buildings now on the premises or which may hereafter be placed thereon insured against loss or damage by fire, with extended coverage, for their full insurable value with Beneficiary listed as a named insured or loss payee. Grantor shall keep improvements on the premises in good repair and will not commit or suffer any waste thereof or of the premises.

Time is of the essence hereof Default by Grantor of any of Grantor's obligations in the Promissory Note or other loan agreements with Beneficiary, or this Trust Deed will entitle Beneficiary to declare the full unpaid balance of the promissory note,
together with any other sums secured by this Trust Deed, immediately, due and payable, in which case failure of the Grantor to pay the fuil amount declared to be due within ten (10) days from the date of such declaration shall be a material breach of this Trust Deed.

Should Grantor default, Beneficiary, in addition to any other legal or equitable remedies, may deliver to its Trustee a written notice of default and election to sell the property. Upon such delivery, the Beneficiary shall deposit with the Trustee this Trust Deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the Trustee shall fix the time and place of sale and give notice thereof as then required by law.

If legal expenses are incurred in a trustee's sale of the property, the Trustee and Beneficiary shall be entitled to recover such expenses. If litigation arises from this document, the prevailing party shall be entitled to recover attorneys' fees at all levels of litigation.
Date: June 14,2018

\section*{GRANTOR:}


\section*{STATE OF OREGON )}
)ss.
County of Lane
The foregoing instrument was acknowledged before me this 14 day of June, 2018, by GREGORY M. DEMERS, President of ATR SERVICES, INC as his voluntary act and deed.

\section*{EXHIBIT" "A" LEGAL DESCRIPTION}

The Northeast quarter of the Northwest quarter of Section 7 , Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, EXCEPTING THEREFROM the following described parcels:

\section*{PARCEL I:}

Beginning at the Southwest corner of said Northeast quarter of the Northwest quarter of Section 7, thence North \(00^{\circ} 11^{1 / 2}\) ' West along the \(1 / 16\) th Section line 602.5 feet to a \(5 / 8\) inch iron rod; thence continuing North \(00{ }^{\circ} 111 / 2^{\prime}\) West an additional 15,63 feet to a point in the center of the roadway from State Highway No, 42 to the City of Coquille water treatment plant; thence Northeasterly along the center of said roadway to a point North \(73^{\circ} 27^{\prime}\) West 15 feet from a \(5 / 8\) inch iron rod; thence South \(73^{\circ} 27^{\prime}\) East 15 feet to said rod; thence South \(79^{\circ} 21\) East 397.90 feet to a \(5 / 8\) inch iron rod; thence South \(30^{\circ} 31^{\prime}\) East 679.1 feet to a \(5 / 8\) inchiron rod; thence along the 1/16th Section line South \(88^{\circ} 23^{\prime}\) West 170 feet to the point of beginning.

\section*{PARCEL II:}

Beginning at a \(5 / 8\) inch iron rod which is 533.20 feet South and 78.56 feet East of the Northwest comer of said Northeast quarter of the Northwest quarter of Section 7 ; thence South \(45^{\circ} 03^{\prime}\) West 15 feet to the center of the roadway from State Highway No. 42 to the City of Coquille water treatment plant; thence down the center of said road along a 128.0 foot radius curve to the right, the long chord of which bears South \(14{ }^{\circ} 12\) East 130.9 feet; thence South \(77^{\circ} 27^{\prime}\) East 15 feet to a \(5 / 8\) inch iron rod; thence South \(79^{\circ} 21^{\circ}\) East 397.9 feet to a \(5 / 8\) inch iron rod; thence North \(4^{\circ} 27^{\prime}\) East 430.6 feet to a \(5 / 8\) inch iron rod; thence North \(88^{\circ} 42\) 'West 460.4 feet; thence South 224.5 feet to the point of beginning.

\section*{PARCEL III:}

Beginning at a point on the West line of the Northeast quarter of the Northwest quarter of Section, which point is 686.9 feet South and 1320 feet East of the Northwest corner of the aforesaid Section, thence North 71 . 01 ? East, (the West line of the Northeast quarter of the Northwest quarter of said Section 7 being due North) 113.1 feet; thence on a 110 foot radius curve to the left, the long chord of which bears North \(19^{\circ} 19^{\prime}\) West a distance measured along the curve of 308.5 feet; thence North \(89^{\circ} 40^{\prime}\) West 71.3 feet, more or less, to the aforesaid West line of the Northeast quarter of the Northwest quarter of Section 7; thence South along said Section 7, 250.7 feet, more or less, to the place of beginning.

\section*{PARCEL IV:}

Beginning at a \(5 / 8\) inch brass rod 319.12 feet South and 538.94 feet East from the Noithwest comer of said Northeast quarter of the Northwest quarter of Section 7 ; thence South \(4^{\circ} 27^{\prime}\) West 300 feet to a \(5 / 8\) inch brass rod; thence South \(85^{\circ} 33^{\prime}\) East 125 feet to a \(5 / 8\) inch brass rod; thence North \(4^{\circ} 27^{\prime}\) East 300 feet to a \(5 / 8\) inch brass rod; thence North \(85^{\circ} 33^{\circ}\) West 125 feet to the point of beginning.

\section*{PARCEL V:}

Beginning at the Southwest comer of said Northeast quarter of the Northwest quarter of said Section 7; thence North \(00^{\circ} 111 / 2\) ' West along the \(1 / 16\) th Section line 602,5 feet to a \(5 / 8\) inch iron rod, thence continuing North \(00 \circ\) \(111 / 2^{\prime}\) West an additional 15.63 feet to a point In the center of the roadway from State Highway No. 42 to the City of Coquille water treatment plant; thence Northeasterly along the center of said roadway to a point North \(73^{\circ} 27^{\prime}\) West 15 feet to a \(5 / 8\) Inch iron rod; thence South \(73^{\circ} 27^{\prime}\) East 15 feet to said rod; thence South \(79^{\circ} 21^{\prime}\) East. 397.90 feet to a \(5 / 8\) inch iron rod, which point is the Northeast corner of a parcel convey ed under contract of sale dated September 1, 1962 between James K Kay, et ux, and A. O. Montgomery, et ux, and to the true point of beginning of this parcel; thence continuing South \(79^{\circ} 21\) East 125 feet, thence South 250 feet; thence West 290 feet, more or less, to a point which is South \(30^{\circ} 31^{\prime}\) West from the true point of beginning; thence North \(30^{\circ} 31^{\prime}\) East to the true point of beginning.

\section*{PARCEL VI:}

A tract of land located in the Northeast quarter of the Northwest quarter of Section 7 , Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and more particularly described as follows: Beginning at a \(5 / 8\) inch brass rod 328.82 feet South and 663.56 feet East from the Northwest corner of said Northeast quarter of the Northwest quarter; thence South \(44^{\circ} 27\) West a distance of 300.72 feet to a \(5 / 8\) inch brass rod, thence North \(85^{\circ} 08^{\prime}\) East a distance of 157.17 feet, thence North \(6^{\circ} \cdot 36^{\circ} \cdot 18 \%\) East a distance of \(115: 81\) feet; thence North \(18^{\circ} 22^{\prime} 58^{\prime \prime}\) East a distance of 90.89 feet; thence North \(64^{\circ} 06^{\prime} 44^{\prime \prime}\) West a distance of 195.17 feet to the point of beginning.

\section*{FOR INFORMATIONAL PURPOSES ONLY, THE FOLLOWING IS INCLUDED:}

\section*{Ticor title}

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

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