

Seven Devils Lot 25

Coos County, Oregon

A Land Use Application For:
Validation of a Unit of Land not Lawfully Established

After the fact Discrete Parcel \$1,890.00

May 2024

Applicant:

Weyerhaeuser NR

5000 Franklin Blvd

Eugene, OR 97403

Contact: Will Stroud

Phone: (541) 988-4704

Applicant's Representative:

DOWL

7200 NE 41st Street, Suite 204

Vancouver, WA 98662

Contact: Peter Anderson

Phone: (541) 762-2078



#2332,14791 02-47

PAGE INTENTIONALLY LEFT BLANK

Table of Contents

I. Introduction4

 GENERAL INFORMATION 4

II. Project Summary5

 EXISTING CONDITIONS..... 5

 PROJECT DESCRIPTION 7

III. Coos County Zoning and Land Development Ordinance.....8

 ARTICLE 6.1 LAWFULLY CREATED LOTS AND PARCELS 8

IV. Conclusion..... 11

Exhibits

- A. Application Form(s)
- B. WNR Signing Authority
- C. Lot of Record Information
- D. Tentative Plat
- E. ACU-17-018

List of Tables

Table 1: Surrounding Uses5

List of Figures

Figure 1: Vicinity Map **Error! Bookmark not defined.**

Figure 2: Zoning Map **Error! Bookmark not defined.**

I. Introduction

General Information

Applicant and Owner: **WEYERHAEUSER NR**
5000 Franklin Blvd
Eugene, Oregon 97403
Contact: Will Stroud
Phone: 541.988.4704
Email: will.stroud@weyerhaeuser.com

Planner: **DOWL**
920 Country Club Rd, Suite 100B
Eugene, Oregon 97401
Contact: Peter Anderson
Phone: 541.762.2078
Email: pdanderson@dowl.com

Surveyor: **DOWL**
963 SW Simpson Ave, Suite 200
Bend, Oregon 97702
Contact: Brian Coursen
Phone: 541.385.4772
Email: bcoursen@DOWL.com

Tax Lot ID Numbers: T27S-R14W-S10-TL00400
APN: 754900

Zoning: Forest (F)

Comprehensive Plan: Forest Lands

Project Site Area: 598 acres

II. Project Summary

Existing Conditions

The project site consists of two underlying lots found within identified tax lot T27S-R14W-00-TL00400 totaling approximately 598 acres of vacant Forest (F) land. The project site is located west of Beaver Hill Road and approximately 1.67 miles east of the Pacific Ocean in Coos County.

The project site and all adjacent lots are zoned Forest (F) and identified in the County’s comprehensive plan designation as Forest Lands. A vicinity and zoning map are included as Figure 1 and Figure 2 of this narrative, respectively.

The project site is a vacant lot with a history of timber production. As such, vegetation on the site primarily consists of mature timber strands. There are no dwelling approvals on the project site nor is the intent of this validation of a unit of land not lawfully created application to qualify for a dwelling approval.

Surrounding uses are identified in Table 1 below.

Table 1: Surrounding Uses

	Zoning	Use
North	F	Vacant Forest Land
South	F	Vacant Forest Land
East	F	Vacant Forest Land
West	F	Vacant Forest Land

Figure 1: Vicinity Map

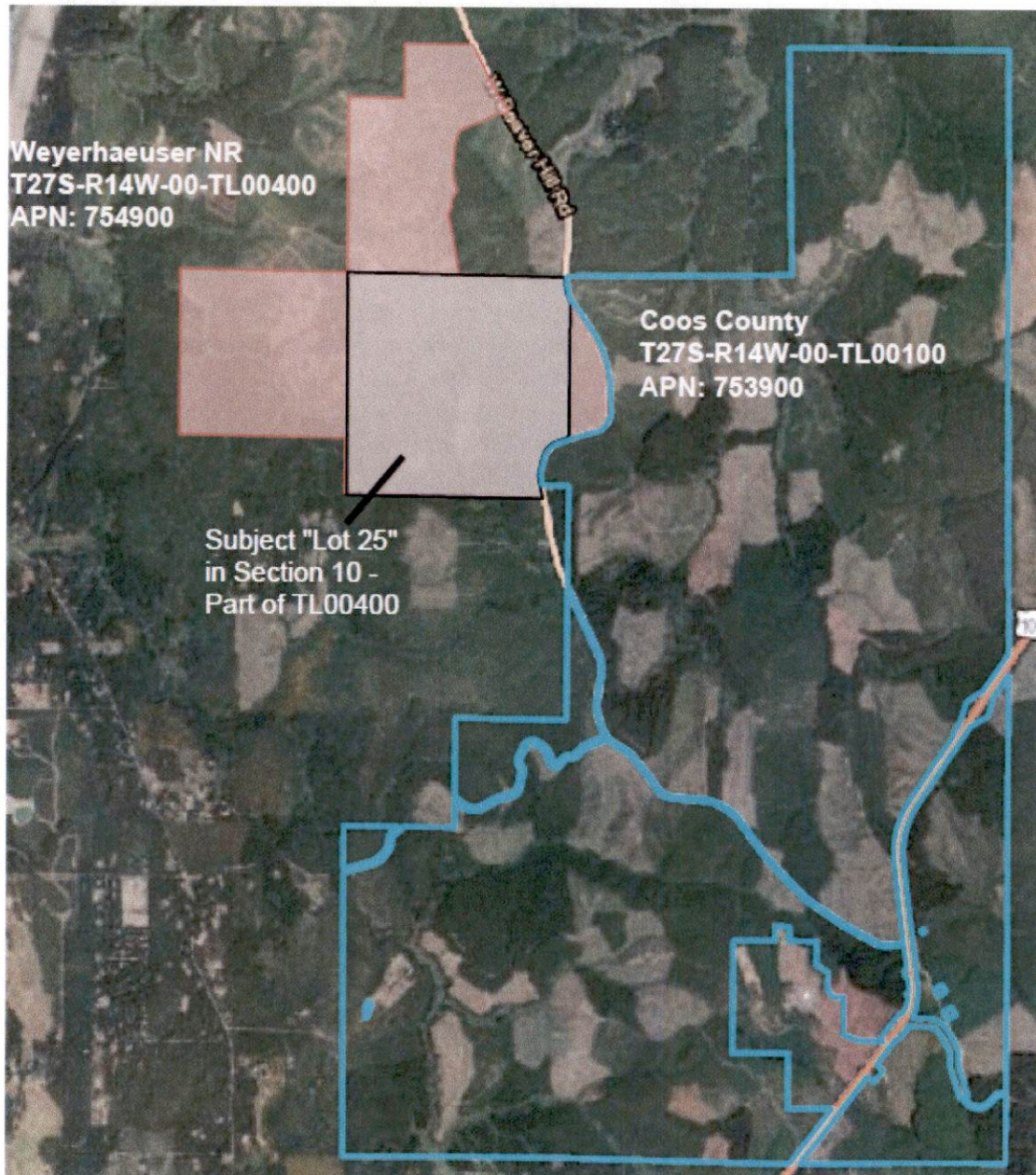
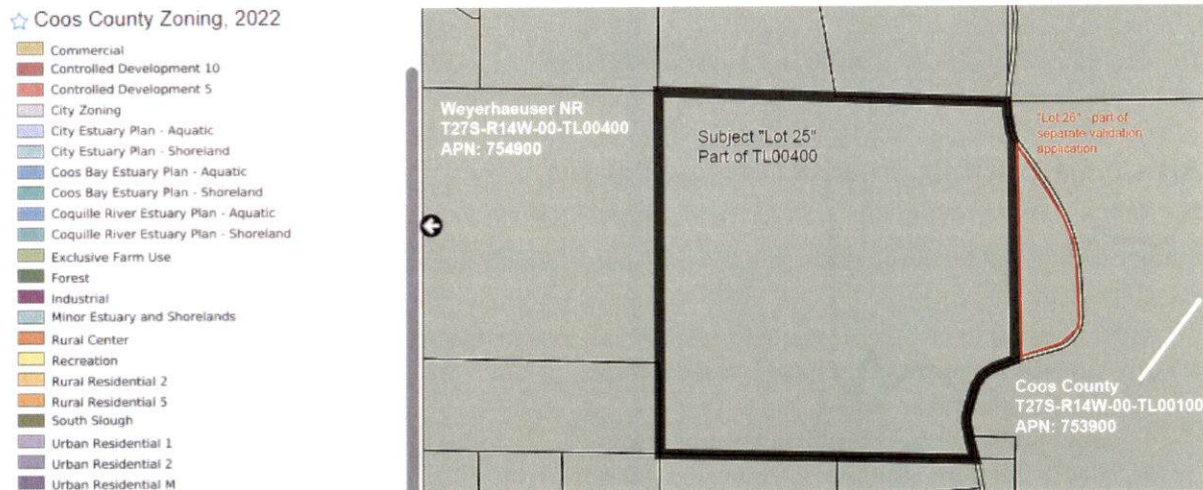


Figure 2: Zoning Map



Project Description

On behalf of the applicant (Weyerhaeuser NR), DOWL requests County approval of a Validation of a Unit of Land Not Lawfully Established to validate and consolidate two underlying lots found within tax lot T27S-R14W-000-TL00400. Application forms and a signing authority certificate are included with this application as **Exhibits A and B**, respectively.

Seven Devils – Lot 25, an underlying lot found within T27S-R14W-00-TL00400, was originally described as “All of Section 10 in Township 27 South of Range 14 West, W.M.” in deed Book 89, Page 238 (recorded March 30, 1923) before the effective date of Coos County’s applicable land partition ordinance (January 1, 1986). The first and only legal exclusion for Lot 25 occurred by deed 77-7-06053 (recorded April 21, 1977), which altered the configuration by excluding present day tax lot T27S14W00TL01100. The parcel was then further adjusted by deed 87-5-5694 (recorded on September 16, 1987), which conveyed, “NE ¼ of the NE ¼ East of Section 10 situated East of the centerline of West Beaver Hill Road” and the “E ½ of the SE ¼ of Section 10, East of the centerline of West Beaver Hill Rd” via a land swap from Bohemia Inc. to Coos County. The preparer concludes that Coos County’s Zoning and Land Development Ordinance required land divisions and property line adjustments in resource zones obtain planning approval when the conveyance occurred in 1987. Lot of record information is included with this application as **Exhibit C**.

This conveyance between Coos County and Bohemia resulted in the removal of approximately 39 acres of land out of the underlying lawfully established parcel, which is now owned by Coos County as part of Tax Lot T27S14W00TL00100. That portion of land conveyed to Coos County has since been validated as a lawful parcel via approval of Coos County planning application ACU-17-018. The remaining acreage of the identified Lot 25 in Section 10 (part of T27S-R14W-00-TL00400) was not included in that validation and remains unvalidated to date. Given a new lot resulted from the conveyance, the preparer concludes the remedy is a Validation of a Unit of Land Not Lawfully Established pursuant Oregon Revised Statute (ORS) 92.176 (1) and Coos County Code Section 6.1.175.

III. Coos County Zoning and Land Development Ordinance

The applicable Coos County Zoning and Land Development Ordinance (LDO) provisions are set forth below with findings demonstrating the project's consistency with these standards.

Article 6.1 Lawfully Created Lots and Parcels

SECTION 6.1.100 WHAT IS NOT A LAWFULLY CREATED LOT OR PARCEL:

A unit of land shall not be considered a separate parcel simply because the subject tract of land;

1. Is a unit of land created solely to establish a separate tax account;
2. Includes properties that have divided interest;
3. Lies in different counties;
4. Lies in different sections or government lots;
5. Lies in different land use or zoning designations; or
6. Is dissected by a public or private road.

SECTION 6.1.125 LAWFULLY CREATED LOTS OR PARCELS:

"Lawfully established unit of land" means:

1. The unit of land was created:
 - a. Through an approved or pre-ordinance plat;
 - b. Through a prior land use decision including a final decision from a higher court. A higher court includes the Land Use Board of Appeals;
 - c. In compliance with all applicable planning, zoning and subdivision or partition ordinances and regulations at the time it was created.
 - d. By a public dedicated road that was held in fee simple creating an intervening ownership prior to January 1, 1986;
 - e. By deed or land sales contract, if there were no applicable planning, zoning or subdivision or partition ordinances or regulations that prohibited the creation.
 - f. By the claim of intervening state or federal ownership of navigable streams, meandered lakes or tidewaters. "Navigable-for-title" or "title-navigable" means that ownership of the waterway, including its bed, was passed from the federal government to the state at statehood. If a waterway is navigable-for-title, then it also is generally open to public use for navigation, commerce, recreation, and fisheries.

Response: The applicant concludes that the conveyance by deed 87-5-5694 occurred at a time when planning approval would have been required. Therefore, the resulting portion of Section 10 is not considered lawfully created lot and is instead subject to county approval per LDO Section 6.1.175 and as authorized by ORS 92.176 (1).

2. Creation of parcel previously approved but not acted upon (92.178).
 - a. The governing body of a county may approve an application requesting formation of one parcel if the county issued a land use decision approving the parcel prior to January 1, 1994, and:
 - b. A plat implementing the previous land use decision was not recorded; or

- c. A condition of approval of the previously approved land use decision requiring consolidation of adjacent lots or parcels was not satisfied by a previous owner of the land.
- d. An application under this section is not subject to ORS 215.780.
- e. Approval of an application under this section does not affect the legal status of land that is not the subject of the application.

Response: The above criteria does not apply to the application.

SECTION 6.1.175 VALIDATION OF A UNIT OF LAND NOT LAWFULLY ESTABLISHED:

This section does not condone or encourage illegal land divisions, and as a penalty, this process will be charged a triple fee. Road requirements will be at the discretion of the Roadmaster.

1. The Planning Director may approve an application to validate a unit of land that was created by a sale that did not comply with the applicable criteria for creation of a unit of land if the unit of land:
 - a. Is not a lawfully established unit of land pursuant to LDO Section 6.1.125; and
 - b. Could have complied with the applicable criteria for the creation of a lawfully established unit of land in effect when the unit of land was sold.

Coos County 1987 Ordinance – Boundary Line Adjustment Provision

- D. Resource Zone Boundary Adjustment A common ownership line between two adjacent owners in any resource zone or zones may be adjusted provided:
1. an administrative conditional use is approved addressing Review Standard #98 if the zoning is agricultural, or Review Standard #31 if the zoning is forestry, or both Review Standards #31 and #98 if both agricultural and forestry zoning is involved; and
 2. a partition pursuant to Chapter VI is not required unless the creation of an access is necessary to accomplish the boundary adjustment.

Response: Seven Devils – Lot 25, was originally created via deed Book 89, Page 238 (recorded March 30, 1923), as the entirety of Section 10, Township 27 South, Range 14 West of the Willamette Meridian, before the effective date of Coos County’s applicable land partition ordinance (January 1, 1986). One lawful exclusion occurred after the date of creation via deed 77-7-06053 (recorded April 21, 1977), which altered the configuration of Lot 25 by excluding present day tax lot T27S14W00TL01100, or further described as “the South ½ of the SE ¼ of the SE ¼ of the SE ¼ of Section 10”. In 1987 when two additional exclusions occurred at a time when planning approval would have been required. The parcel was further adjusted by deed 87-5-5694 (recorded on September 16, 1987), which conveyed “The NE ¼ of the NE ¼ East of Section 10 situated East of the centerline of West Beaver Hill Road” and the “E ½ of the SE ¼ of Section 10, East of the centerline of West Beaver Hill Rd” via a land swap from Bohemia Inc. to Coos County. The remainder of Section 10 that resulted from deed 87-5-5694 is further described as follows:

“All of Section 10, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon. EXCEPT the South ½ of the SE ¼ of the SE ¼ of the SE ¼ of Section 10, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, less any portion lying West of the Charleston Highway. ALSO EXCEPT that portion of the NE ¼ of the NE ¼ of Section 10 situated East of the centerline of West Beaver Hill County Rad. ALSO EXCEPT that portion of the E ½ of the SE ¼ of Section 10 situated East of the centerline of West Beaver Hill County Road, excepting therefrom the S ½ of the SE ¼ of the SE ¼ of the SE ¼ as described in deed bearing Microfilm Reel No. 79-2-7033, Records of Coos County, Oregon”. Lot of record information is included with this application as **Exhibit C**.

The above description comes out to approximately 598 acres in size and could have qualified as a lawful property line adjustment with neighboring tax lot T27S14W00TL00100 since both parcels were zoned Forest (F) and lawfully created at the time of adjustment. The acreage owned by Coos County in Section 10 has been validated as part of planning application file ACU-17-018. A copy of ACU-17-018 is included with this application as **Exhibit E**.

2. Notwithstanding subsection (1)(b) of this section, the Planning Director may approve an application to validate a unit of land under this section if the Planning Department or Hearings Body approved a discretionary decision for the construction or placement of a dwelling or other building on the unit of land after the sale. If the permit was approved for a dwelling, the Planning Director must determine that the dwelling qualifies for replacement under the criteria listed below.

a. The dwelling must contain:

- i. Intact exterior walls and roof structure; VI-4**
- ii. Indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;**
- iii. Interior wiring for interior lights; and**
- iv. A heating system**

Response: No dwellings exist on either of the tax lots subject to this request. No dwelling approvals are requested concurrent with this application.

3. Coos county may approve an application for an Administrative Conditional Use Permit for the continued use of a dwelling or other building on a unit of land that was not lawfully established if:

- a. The dwelling or other building was lawfully established prior to January 1, 2007; and**
- b. The permit does not change or intensify the use of the dwelling or other building.**

Response: No dwellings exist on either of the tax lots subject to this request. No dwelling approvals are requested concurrent with this application.

4. An application to validate a unit of land under this section shall be reviewed as an Administrative Conditional Use, pursuant to LDO Article 5.2. An application to Coos county under this section is not subject to the minimum lot or parcel sizes established for the applicable zoning district.

5. A unit of land becomes a lawfully established parcel when the Planning Director validates the unit of land under this section if the owner of the unit of land causes a Final Plat meeting the applicable requirements of LDO Section 6.2.800 FINAL PLAT REGULATION AND REQUIREMENTS to be recorded within 90 days after the date the Planning Director validates the unit of land.

Response: A final plat will be submitted after approval of the tentative plat. The tentative plat for Lot 25 is included with this submittal as **Exhibit D**.

IV. Conclusion

As evidenced throughout this narrative and attached exhibits, the proposed validation of a unit of land not lawfully established meets the governing approval criteria. Therefore, the applicant respectfully requests County approval of this request.

**Exhibit A
Application
Form**



D. ATTACHED WRITTEN STATEMENT. With all land use applications, the “burden of proof” is on the applicant. It is important that you provide information that clearly describes the nature of the request and indicates how the proposal complies with all of the applicable criteria within the Coos County Zoning and Land Development Ordinance (CCZLDO). You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete. A planner will explain which sections of the Ordinance pertain to your specific request. The information described below is required at the time you submit your application. The processing of your application does not begin until the application is determined to be complete. An incomplete application will postpone the decision, or may result in denial of the request. Please mark the items below to ensure your submittal is complete.

Application Check List: Please make off all steps as you complete them.

- I. A written statement of intent, attached to this application, with necessary supporting evidence which fully and factually describes the following:
1. A complete explanation of how the request complies with the applicable provisions and criteria in the Zoning Ordinance. A planner will explain which sections of the Ordinance pertain to your specific request. You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete.
 2. A description of the property in question, including, but not limited to the following: size, vegetation, crops grown, access, existing buildings, topography, etc.
 3. A complete description of the request, including any new structures proposed.
 4. If applicable, documentation from sewer and water district showing availability for connection.
- II. A plot plan (map) of the property. Please indicate the following on your plot plan:
1. Location of all existing and proposed buildings and structures
 2. Existing County Road, public right-of-way or other means of legal access
 3. Location of any existing septic systems and designated repair areas
 4. Limits of 100-year floodplain elevation (if applicable)
 5. Vegetation on the property
 6. Location of any outstanding physical features
 7. Location and description (paved, gravel, etc.) of vehicular access to the dwelling location
- III. A copy of the current deed, including the legal description, of the subject property. Copies may be obtained at the Coos County Clerk's Office.

I certify that this application and its related documents are accurate to the best of my knowledge. I am aware that there is an appeal period following the date of the Planning Director’s decision on this land use action. I understand that the signature on this application authorizes representatives of the Coos County Planning Department to enter upon the subject property to gather information pertinent to this request. If the application is signed by an agent, the owner's written authorization must be attached.

If this application is refereed directly to a hearings officer or hearings body I understand that I am obligated to pay the additional fees incurred as part of the conditions of approval. I understand that I/we are not acting on the county’s behalf and any fee that is a result of complying with any conditions of approval is the applicants/property owner responsibility. I understand that conditions of approval are required to be complied with at all time and an violation of such conditions may result in a revocation of this permit. Signatures required below for application processing.

William Stroud

Digitally signed by William Stroud
Date: 2024.04.26 09:29:35 -07'00'

ACCESS INFORMATION

The Coos County Road Department will be reviewing your proposal for safe access, driveway, road, and parking standards. There is a fee for this service. If you have questions about these services please contact the Road Department at 541-396-7660.

Property Address: No assigned address

Type of Access: Private Easement - Provide Easement Name of Access: _____

Is this property in the Urban Growth Boundary? No

Is a new road created as part of this request? No

Required parking spaces are based on the use of the property. If this is for a residential use two spaces are required. Any other use will require a separate parking plan submitted that is required to have the following items:

- Current utilities and proposed utilities;
- Roadmaster may require drawings and specs from the Oregon Standards Specification Manual (OSSC) (current edition).
- The location and design of bicycle and pedestrian facilities shall be indicated on the site plan if this is a parking plan;
- Location of existing and proposed access point(s) on both sides of the road where applicable;
- Pedestrian access and circulation will be required if applicable. Internal pedestrian circulation shall be provided in new commercial, office, and multi-family residential developments through the clustering of buildings, construction of walkways, landscaping, accessways, or similar techniques;
- All plans (industrial and commercial) shall clearly show how the internal pedestrian and bicycle facilities of the site connect with external existing or planned facilities or systems;
- Distances to neighboring constructed access points, median openings (where applicable), traffic signals (where applicable), intersections, and other transportation features on both sides of the property;
- Number and direction of lanes to be constructed on the road plus striping plans;
- All planned transportation features (such as sidewalks, bikeways, auxiliary lanes, signals, etc.); and
- Parking and internal circulation plans including walkways and bikeways, in UGB's and UUC's.

Additional requirements that may apply depending on size of proposed development.

- Traffic Study completed by a registered traffic engineer.
- Access Analysis completed by a registered traffic engineer
- Sight Distance Certification from a registered traffic engineer.

Regulations regarding roads, driveways, access and parking standards can be found in Coos County Zoning and Land Development Ordinance (CCZLDO) Article 7.

By signing the application I am authorizing Coos County Roadmaster or designee to enter the property to determine compliance with Access, Parking, driveway and Road Standards. Inspections should be made by calling the Road Department at 541-396-7660

Coos County Road Department Use Only

Roadmaster or designee: _____

Driveway Parking Access Bonded Date: Receipt # _____

File Number: DR-21-

ADDRESS OF DRIVEWAY #1 CLOSEST TO YOUR NEW DRIVEWAY: _____

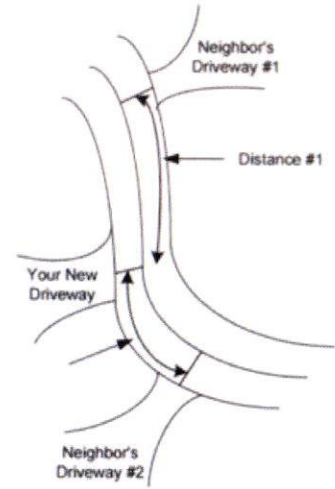
DISTANCE FROM DRIVEWAY #1 TO YOUR NEW DRIVEWAY: _____

Is this driveway on the same side of the road as your Driveway: Select

ADDRESS OF DRIVEWAY #2 CLOSEST TO YOUR NEW DRIVEWAY: _____

DISTANCE FROM DRIVEWAY #2 TO YOUR NEW DRIVEWAY: _____

Is this driveway on the same side of the road as your Driveway: Select



The distance information is important from your new driveway to the closest driveways on either side of you (doesn't matter which side of the road) and what the addresses are to those two driveways. This information is important to include in the formula used to calculate the correct address.

Staff from the County Road Department will place the stake and once the driveway stake has been placed, it must not be moved. If your stake is removed or damaged you may purchase replacements.

Additional Notes or directions:

This application is not required.

Coos County Planning
Land Division Supplemental Application

VI. Additional Information Required –

1. Lien holder(s) name:
2. List of Easements and type:
3. Covenants or Deed Restrictions that apply:
4. Legal Access and maintenance agreements:
5. Is the subject property part of an existing plat (partition or subdivision) Yes, answer the following:
 - a. What year was the plat recorded; and
 - b. Was it part of a partition or subdivision? Remember if property that has been partitioned or was part of a partition within the prior three years then the partition shall be reviewed pursuant to subdivision criteria.
6. Does the property current have water, sewer or on-site septic, Development?
7. Is the applicant requesting the Planning Director to waive the water requirements yes no, and if yes please explain why.
8. Are there natural hazards that apply to this property? **Select One**
9. Is any portion of this property located within the Coastal Shoreland Boundary or Estuary? If so this shall be indicated on the plat. If within a CSB there will be additional site development criteria that apply. **Select One**
10. Is this property with the Beaches and Dunes? If so, this feature shall be identified and a noted that additional criteria may apply. **Select One**

VII. General Outline of process – If there is missing information the application will be deemed incomplete. The following is a general outline of the process for the review of land divisions in Coos County:

- a. Application is filed and reviewed for completeness pursuant to §5.0.200;
- b. Technical Review Committee (TRC) reviews tentative plans within 30 days from the date the application has been deemed complete. The Planning Director may extend this timeline if needed;

- c. Planning Director makes a decision unless subject to limited land use notice. If subject to limited land use notice pursuant to Article 5.0 a notice of decision will be mailed out within seven days of the expiration of the limited land use notice;
- d. Applicant submits construction drawings for any new public roads or access easements to the Roadmaster. The County Roadmaster reviews construction drawings and applicable specifications for public roads and access easements;
- e. Applicant constructs or bonds for required improvements;
- f. County Roadmaster inspects construction unless improvements are bonded;
- g. Applicant submits final plat after all conditions of approval have been completed;
- h. Planning Department coordinates review of final plat by affected County Departments;
- i. Board of Commissioners reviews final plats for subdivisions and for partitions proposing public dedications;
- j. Planning Director reviews final plats for partitions not proposing public dedications; and
- k. If the final plat is approved, the applicant shall comply with Section 6.2.825 and file the plat with the County Clerk. (OR 92-07-012PL)

VIII. SECTION 6.2.350 TENTATIVE PLAT REQUIRMENTS (Tentative Plan):

1. Application Requirements

- a. An application and a tentative plat for approval shall be initiated as provided in Section 5.0.150 of this ordinance.
- b. The applicant shall file with the Director the original and four (4) additional copies of the tentative map on 11" X 17" paper for partitions and 18" x 24" paper for subdivisions.
- c. The tentative plat shall be clearly and legibly drawn. It shall show all required information to scale so that the Approving Authority may have an adequate understanding of what is proposed. Under ordinary circumstances, the scale shall use a typical engineer scale (example 1" = 50').
- d. If the tentative plat requirements have not been met the application will be deemed incomplete until the maps have been correct and at that time the Technical Review Committee meeting will be scheduled.

2. Information required for tentative plat.

a. All Land Divisions

- North arrow, scale and date of the drawing.
- Appropriate identification clearly stating the map is a tentative plat.
- Names and addresses of the landowners, subdivider/partitioner and the engineer, surveyor, land planner or landscape architect responsible for designing.
- The tract designation or other description according to the real estate records of Coos County [Township, Range, Section, Tax Lot Number(s), and Assessor's Tax Account Number(s)].
- The boundary line (accurate in scale) of the tract to be divided and approximate acreage of the property.
- Contours with intervals of forty (40) feet or less referred to United States Geological Survey (or mean sea level) datum.
- The names of adjacent subdivisions or the names of recorded owners of adjoining parcels of unsubdivided land.
- The location, widths, and names of existing or platted streets or other public ways (including easements) within or adjacent to the tract, existing permanent buildings, railroad rights-of-way and other important features such as section lines, political subdivision boundary lines and school district boundaries.

- Existing sewers, water mains, culverts, drainage ways or other underground utilities or structures within the tract or immediately adjacent thereto, together with pipe sizes, grades and locations indicated.
 - Location, acreage and dimensions of land to be dedicated for public use or reserved in the deeds for the common use of property owners in the proposed land division, together with the purpose of conditions or limitations of such reservations, if any.
 - Easements, together with their dimensions, purpose and restrictions on use.
 - Zoning classification of the land and Comprehensive Plan map designation.
 - Draft of proposed restrictions and covenants affecting the plat if applicable. If not applicable indicate that on the form.
 - Predominant natural features such as water courses and their flows, marshes, rock outcropping, and areas subject to flooding, sliding or other natural hazards. Applicable natural hazards may be verified with planning staff.
 - A current property report (less than 6 months old) indicating any taxes, assessment or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development. A title report is acceptable.
- b. Subdivisions – Shall include the following additional information:
- The proposed name of the subdivision must be on the plat.
 - The proposed street pattern or layout showing the name and widths of proposed streets and alleys.
 - Private streets and all restrictions or reservations relating to such private streets.
 - Proposed Subdivision proposed lots, approximate dimensions, size and boundaries. Residential lots shall be numbered consecutively. Lots that are to be used for other than residential purposes shall be identified with letter designations.
 - Parks, playgrounds, recreation areas, parkways, and open space for public use, clearly identified.
 - The location of existing or proposed bicycle and/or pedestrian facilities if required under Article VII of this Ordinance.
 - Proposed means and location of sewage disposal and water supply systems.
3. Development Phasing
- a. Subdivisions shall:
- i. provide for platting in as many as three (3) phases. The preliminary plan must show each phase and be accompanied by proposed time limitations for approval of the final plat for each phase.
 - ii. Time limitations for the various phases must meet the following requirements:
 - 1. Phase 1 final plat shall be approved within twenty-four (24) months of preliminary approval.
 - 2. Phase 2 final plat shall be approved within thirty-six (36) months of preliminary approval.
 - 3. Phase 3 final plat shall be approved within forty-eight (48) months of preliminary approval.
- b. Partitions shall:
- i. Provide all phasing for partitions. If phasing is proposed then road standards for subdivisions shall apply.
 - ii. If a land division is proposed on a property that has been partitioned in the prior three years then the partition shall be reviewed pursuant to subdivision criteria.

IX. Criteria: The following criteria will need to be addressed:

- a. A decision on the tentative land division plan application shall be made and notices shall be processed as required in Chapter 5.0 of this ordinance.
- b. The preliminary plan shall be approved if the Approving Authority finds the following:
 - i. The information required by this Article has been provided;
 - ii. The design and development standards of Chapter 6 have been met;
 - iii. Applicable transportation standards in chapter VII have been or will be complied with;
 - iv. Minimum parcel/lot sizes and requirements have been complied with for the zoning district.
 - v. If the preliminary plan provides for development in more than one phase, then Approving Authority makes findings and conclusions that such phasing is necessary due to the nature of the development, and that the applicant will be able to comply with the proposed time limitations.
 - vi. In granting tentative approval, the Approving Authority may impose conditions of approval deemed necessary to carry out the Comprehensive Plan and the provisions of this ordinance. Such conditions may include the construction of offsite public improvements, or money equivalent, deemed necessary, either immediately or in the future, as a result of the proposed development and shall be reasonably conceived to fulfill public needs emanating from the proposed development in the following respects:
 - i. Protection of the public from the potentially deleterious effects of the proposed development; or
 - ii. Fulfillment of the need for public service demands created by the proposed development.
- c. Conditional Approval. The Planning Director may impose special conditions upon the approval of a tentative plan when it is established that such conditions are necessary to protect health, safety or welfare. Conditions may include but are not limited to the following:
 - i. roadway and plat design modifications;
 - ii. utility design modifications;
 - iii. conditions deemed necessary to provide safeguards against documented geologic hazards; and/or
 - iv. Other conditions deemed necessary to implement the objectives of the Comprehensive Plan.

Exhibit B
WNR Signing Authority



CERTIFICATE OF AUTHORITY AND INCUMBENCY

I, Lynda Itoi, Assistant Secretary of Weyerhaeuser NR Company, a corporation organized under the laws of the State of Washington (the "Company"), do hereby certify that:

- (1) I am a duly appointed and qualified Assistant Secretary of the Company and as such Assistant Secretary I have access to the corporate and stock books of the Company and the corporate seal of the Company; and
- (2) I reviewed the Bylaws and Delegations of Authority and Responsibility Policy of Weyerhaeuser Company and its subsidiaries, including the Company, and confirm that Scott M. Dahlquist, Senior Director of Land Asset Management, Craig Crawford, Director Land Asset Management, Don Calcote, Land Asset Manager, William Stroud, Land Asset Manager, and Jammer Free, Land Asset Manager, have been duly delegated the authority on behalf of the Company to execute and deliver land use applications for properties located in the states of Oregon and Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 13th day of July 2023.



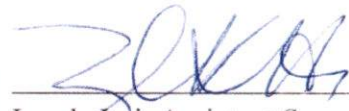

Lynda Itoi, Assistant Secretary
Weyerhaeuser NR Company

Exhibit C
Lot of Record
Information





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 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 read 'Kathy Freeman', written over a horizontal line.

Kathy Freeman



201 Central Avenue, Coos Bay, OR 97420
(541)269-5127 FAX (541)269-7583

PRELIMINARY REPORT

TITLE OFFICER: Coos Bay Title
coosbaytitle@ticortitle.com

ORDER NO.: 360623043339
CUSTOMER NO.: 45142307620
OTHER: 45142307620

TO: Fidelity National Title
900 SW 5th Avenue, Lobby Level
Portland, OR 97204

OWNER/SELLER: Weyerhaeuser NR Company
BUYER/BORROWER: TBD
PROPERTY ADDRESS: No Address, Coos Bay, OR 97420

EFFECTIVE DATE: September 26, 2023, 05:00 PM

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

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2021 Owner's Standard Proposed Insured: TBD	\$ TBD	\$ TBD
OTIRO Endorsement No. 110		\$ 0.00

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:

Weyerhaeuser NR Company, a Washington corporation, as to Parcels I, III, IV and V, and Weyerhaeuser Company, a Washington corporation, as to Parcel II

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

PARCEL I:

The Southeast quarter of Section 33, Township 26 South, Range 14 West, Willamette Meridian, Coos County, Oregon; TOGETHER WITH that portion of vacated Seven Devils Road that would inure thereto by Vacation recorded October 10, 2002 as Instrument No. 2002-13344, Records of Coos County, Oregon.

EXCEPTING THEREFROM any portion lying within the county road right of way.

ALSO EXCEPTING THEREFROM that portion conveyed in Dedication Deed recorded August 26, 2002, as Instrument No. 2002-11128, Records of Coos County, Oregon.

PARCEL II:

The Northeast quarter of the Northeast quarter of Section 4, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

PARCEL III:

The Southeast quarter of the Northeast quarter and the Southeast quarter of Section 4, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

PARCEL IV:

The Northwest quarter of the Northwest quarter of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

PARCEL V:

TRACT A

The Northeast quarter of the Northwest quarter; the South half of the Northwest quarter; the Southwest quarter; those portions of the Northwest quarter of the Northeast quarter and the South half of the Northeast quarter situated West of the center line of the West Beaver Hill County Road, all in Section 3, Township 27 South, Range 14 West, Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM those portions of the South half of the Northeast quarter and the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 3, Township 27 South, Range 14 West, Willamette Meridian, Coos County, Oregon, lying West of the centerline of West Beaver Hill county Road and South and East of the following described line: Beginning at a point in the center of the County Road, said point being located 1062.14 feet North and 1177.34 feet East of the center of said Section 3; thence South 67° 31' 15" West 117.90 feet; thence 108.96 feet along the arc of a 36° curve right through a central angle of 39° 13' 29"; thence North 73° 15' 15" West 32.25 feet; thence 84.74 feet along the arc of a 56° curve left through a central angle of 47° 27' 11"; thence South 59° 17' 33" West 122.96 feet; thence 70.15 feet through the arc of a 14° curve right through a central angle of 9° 49' 16"; thence South 69° 06' 49" West 493.79 feet; thence 472.39 feet along the arc of a 12° curve left through a central angle of 56° 41' 14"; thence South 12° 25' 35" West 117.58 feet; thence 158.32 feet along the arc of an 8° curve left through a central angle of 12° 39' 56"; thence South 00° 14' 21" East 26.49 feet; thence 69.19 feet along the arc of a 6° curve right through a central angle of 4° 09' 05"; thence South 03° 54' 44" West 116.93 feet; thence 106.94 feet along the arc of a 4° curve right through a central angle of 4° 16' 40"; thence South 08° 11' 24" West 11.74 feet; thence 169.29 feet along the arc of an 8° curve left through a central angle of 13° 32' 59"; thence South 05° 21' 11" East 37.19 feet;

EXHIBIT "A"

Legal Description

thence 192.50 feet along the arc of an 8° curve left through a central angle of 15° 23' 59"; thence South 20° 45' 10" East 41.68 feet; thence 129.98 feet along the arc of a 30° curve right through a central angle of 38° 59' 40"; thence South 18° 14' 30" West 102.10 feet; thence 47.60 feet along the arc of a 32° curve right through a central angle of 15° 13' 57"; thence South 33° 28' 27" West 36.50 feet; thence 70.03 feet along the arc of a 56° curve left through a central angle of 39° 13' 04"; thence South 05° 44' 37" East 32.80 feet; thence 48.23 feet along the arc of a 44° curve right through a central angle of 21° 13' 16"; thence South 15° 28' 39" West 19.97 feet; thence 60.69 feet along the arc of a 10° curve right through a central angle of 06° 04' 07"; thence South 21° 32' 46" West 118.48 feet; thence 34.80 feet along the arc of an 18° curve left through a central angle of 6° 15' 53" to the South line of the Northeast quarter of the Southwest quarter.

TRACT B

The Northeast quarter; the East half of the Northwest quarter; the Northeast quarter of the Southwest quarter; the North half of the Southeast quarter, all in Section 9, Township 27 South, Range 14 West, Willamette Meridian, Coos County, Oregon.

TRACT C

All of Section 10, Township 27 South, Range 14 West, Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM any portion situated East of the centerline of West Beaver Hill County Road.

TRACT D

That portion of the West half of the West half of Section 11, Township 27 South, Range 14 West, Willamette Meridian, Coos County, Oregon, situated West of the centerline of West Beaver Hill County Road.

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. 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 2023-2024.
7. The Land has been classified as Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
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 unnamed creeks.

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 unnamed creeks.

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 unnamed creeks.

(Affects Parcels I, III, IV and V)

9. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and highways.
10. If parcels do not remain under common ownership, an exception for lack of access will apply to Parcels II, III and IV.

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

Entitled: Deed
Recording Date: April 19, 1956
Recording No: [Book 249, Page 692](#)
Affects: Parcel II

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

Reserved by: Coos County, a Political Subdivision of the State of Oregon
Recording Date: April 19, 1956
Recording No: [Book 249, Page 692](#)
Affects: Parcel II

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

Entitled: Deed
Recording Date: April 19, 1963
Recording No: [Book 300, Page 423](#)
Affects: Parcels I and II

14. Terms and provisions of Order No. 87-09-157L as set forth in instrument,

Recording Date: September 16, 1987
[Recording No.:](#) [87-5-5694](#) Microfilm

Amended by,
Recording Date: October 12, 1987
[Recording No.:](#) [87-5-7277](#) Microfilm
(Affects Parcels IV and V)

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

Granted to: Coos County, a political subdivision of the State of Oregon
Recording Date: October 14, 1987
[Recording No.:](#) [87-5-7579](#) Microfilm
Affects: Parcel V

16. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Easement

Recording Date: September 16, 1988
[Recording No.:](#) [88-09-0998](#) Microfilm
(Affects Parcel I)

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

Entitled: Statutory Warranty Deed
Dated: April 3, 1992
Recording Date: April 7, 1992
[Recording No:](#) [92-04-0258](#) Microfilm
(Affects Parcels III, IV and V)

18. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Mining Lease
Lessor: Bohemia Inc., an Oregon corporation
Lessee: Oregon Resources Corporation, an Oregon corporation
Recording Date: June 22, 1992
[Recording No:](#) [92-06-0932](#) Microfilm

Note: The above lease does not specify the term length of the lease.
(Affects Parcels III, IV and V)

19. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Special Warranty Deed

Recording Date: June 30, 1993
[Recording No.:](#) [93-06-1386](#) Microfilm
(Affects Parcel II)

20. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Reciprocal Grant of Easements

Recording Date: June 3, 1994
[Recording No.:](#) [94-06-0077](#) Microfilm
(Affects Parcels I, IV and V)

21. Any easements or rights of way for existing utilities or other rights of way over those portions of said Land lying within the public right of way vacated by resolution or ordinance

Recording Date: October 10, 2002
[Recording No:](#) [2002-13344](#)
Affects: Parcel I

22. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Mineral Sands Mining Lease
Lessor: Weyerhaeuser Company, a Washington corporation
Lessee: Oregon Resources Corporation, an Oregon corporation
Recording Date: February 15, 2006
[Recording No:](#) [2006-2117](#)

Amended and Restated Memorandum of Mineral Sands Mining Lease,
Recording Date: April 30, 2007
[Recording No:](#) [2007-5444](#)

Memorandum of Amendment to Mineral Sands Lease,
Recording Date: April 8, 2010
[Recording No:](#) [2010-3199](#)

Lease Addendum,
Recording Date: August 12, 2010
[Recording No:](#) [2010-7335](#)
(Affects Parcels I, III, IV and V)

23. A Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing to secure an indebtedness as shown below

Amount: \$35,000,000.00
Dated: July 16, 2010
Mortgagor: Oregon Resources Corporation
Mortgagee: Macquarie Bank Ltd., in its capacity as Security Trustee
Recording Date: July 22, 2010
[Recording No:](#) [2010-6637](#)

Note: Affects leasehold interest

The mortgage set forth above is purported to be a "Credit Line" mortgage. It is a requirement that the Mortgagor of said mortgage provide written authorization to close said credit line account to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this mortgage to the proposed mortgage to be recorded at closing.

Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing,

Recording Date: October 11, 2012
[Recording No.:](#) [2012-8662](#)

Second Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing,

Recording Date: March 15, 2013
[Recording No.:](#) [2013-2402](#)
(Affects Parcels I, III, IV and V and additional property)

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

Entitled: Memorandum of Royalty Agreement
Dated: July 16, 2010
Recording Date: August 10, 2010
[Recording No:](#) [2010-7255](#)
Affects: Parcels I, III, IV and V Leasehold interest

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

Entitled: Memorandum of Royalty Agreement
Dated: July 16, 2010
Recording Date: August 10, 2010
[Recording No:](#) [2010-7256](#)
Affects: Parcels I, III, IV and V Leasehold interest

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

Entitled: Memorandum of Royalty Agreement
Dated: July 16, 2010
Recording Date: August 10, 2010
[Recording No:](#) [2010-7257](#)
Affects: Parcels I, III, IV and V Leasehold interest

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

Entitled: Memorandum of Royalty Agreement
Dated: July 16, 2010
Recording Date: August 10, 2010
[Recording No:](#) [2010-7258](#)
Affects: Parcels I, III, IV and V Leasehold interest

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

Entitled: Memorandum of Royalty Agreement
Dated: July 16, 2010
Recording Date: August 12, 2010
[Recording No:](#) [2010-7331](#)
Affects: Parcels I, III, IV and V Leasehold interest

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

Entitled: Memorandum of Royalty Agreement
Dated: July 16, 2010
Recording Date: August 12, 2010
[Recording No:](#) [2010-7332](#)
Affects: Parcels I, III, IV and V Leasehold interest

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

Entitled: Corrected Memorandum of Call Option and Royalty Agreement
Dated: February 13, 2013
Recording Date: April 29, 2013
[Recording No:](#) 2013-3916
Affects: Parcels I, III, IV and V Leasehold interest

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

Entitled: Corrected Memorandum of Volume Limited Production Royalty Agreement
Dated: February 13, 2013
Recording Date: April 29, 2013
[Recording No:](#) 2013-3917
Affects: Parcels I, III, IV and V Leasehold interest

32. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: July 29, 2016
[Recording No:](#) 2016-06436

33. 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.

34. 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: **Weyerhaeuser NR Company**

- 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.

The Oregon Corporation Commission records show that as of September 26, 2023, Weyerhaeuser NR Company is an active Oregon corporation and is currently in good standing.
(Parcels I, III, IV and V)

35. 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: **Weyerhaeuser Company**

- 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.

The Oregon Corporation Commission records show that as of September 26, 2023, Weyerhaeuser Company is an active Oregon corporation and is currently in good standing.
(Parcel II)

ADDITIONAL REQUIREMENTS/NOTES:

- A. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.
- B. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.
- C. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2022-2023
Amount: \$334.61
Levy Code: 0904
Account No.: [58800](#)
Map No.: 26S1433-00-00600
(Parcel I)

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

Fiscal Year: 2022-2023
Amount: \$76.77
Levy Code: 5401
Account No.: [755100](#)
Map No.: 27S1404-00-00100
(Parcel II)

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

Fiscal Year: 2022-2023
Amount: \$394.66
Levy Code: 5401
Account No.: [755203](#)
Map No.: 27S1404-00-00600
(Parcel III)

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

Fiscal Year: 2022-2023
Amount: \$77.37
Levy Code: 5401
Account No.: [754800](#)
Map No.: 27S1400-00-00600
(Parcel IV)

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

Fiscal Year: 2022-2023
Amount: \$144.40
Levy Code: 0991
Account No.: [754990](#)
Map No.: 27S1400-00-00400
(Portion of Parcel V)

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

Fiscal Year: 2022-2023
Amount: \$2,963.08
Levy Code: 5401
Account No.: [754900](#)
Map No.: 27S1400-00-00400
(Portion of Parcel V)

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.

- D. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- E. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

- F. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:
- a) The rights of tenants holding under unrecorded leases or tenancies
 - b) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.
 - c) Any facts which would be disclosed by an accurate survey of the Land
- G. Note: If an Owner's Title Insurance Policy is requested, the State of Oregon requires every ALTA Owner's Policy (07-01-2021) to include the OTIRO 110 Endorsement as a supplement to the definition of Insured in said Owner's Policy's Conditions to confirm coverage is the same for an Oregon Registered Domestic Partner as it is for a Spouse.
- H. 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.
- I. 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
1777 SW Chandler Ave., Suite 100
Bend, OR 97702
Email: coosrecording@ticortitle.com

EXHIBIT ONE

2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021) 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:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any reason not stated in the Covered Risk 13.b
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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:

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. 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, 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, 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.
5. 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.

2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021) EXCLUSIONS FROM COVERAGE

The following matters are 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:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection;
- b. any governmental forfeiture, police, regulatory, or national security power
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at the 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;
 - c. resulting in no loss or damage to the Insured Claimant;

- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer, or
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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:

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. 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, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or
4. 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.
5. 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.

title to water.

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, 2023

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 affiliated or 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 affiliated or nonaffiliated third parties 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 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

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: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: 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: aginquies@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.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

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

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 or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

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



201 Central Avenue
Coos Bay, OR 97420
Phone: (541)269-5127 / Fax: (541)269-7583

TITLE PLANT RECORDS REPORT Report of Requested Information from Title Plant Records

Weyerhaeuser
220 Occidental Avenue S
Seattle, WA 98104

Customer Ref.: _____
Order No.: 360622040691
Effective Date: August 9, 2022 at 08:00 AM
Fee(s): \$350.00

The information contained in this report is furnished by Tigor Title Company of Oregon (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE NOR IS IT A PRELIMINARY TITLE REPORT OR A COMMITMENT FOR TITLE INSURANCE. No examination has been made of the Company's records, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the customer, and the Company will have no greater liability by reason of this report. THIS REPORT ("THE REPORT") IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT

County and Time Period

This report is based on a search of the Company's title plant records for County of Coos, State of Oregon, for the time period **from May 9, 1887 through August 9, 2022** (with the through date being "the Effective Date").

Ownership and Property Description

The Company reports the following, as of the Effective date and with respect to the following described property ("the Property"):

Owner. The apparent vested owner of the Property is:

Weyerhaeuser NR Company, a Washington corporation

Premises. The Property is:

(a) **Street Address:**

No Address, Coos Bay, OR 97420

(b) **Legal Description:**

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

Encumbrances

[If no information appears in this section, the section is intentionally omitted.]

General Index Liens against Named Party

[If no information appears in this section, the section is intentionally omitted.]

Recorded Documents

For the above stated county and time period, the Company reports the following types of recordings that relate to the Property:

a. Types of recordings: Recorded Deeds

- b. List of recordings:**
- Patent
Recording Date: May 9, 1887
Recording No.: Book 15, Page 323

 - Deed
Recording Date: April 7, 1903
Recording No.: Book 38, Page 333

 - Deed
Recording Date: October 20, 1905
Recording No.: Book 41, Page 432

 - Deed
Recording Date: April 15, 1908
Recording No.: Book 51, Page 86

 - Deed
Recording Date: July 28, 1919
Recording No.: Book 80, Page 401

 - Deed
Recording Date: July 28, 1919
Recording No.: Book 80, Page 402

 - Deed
Recording Date: March 30, 1923
Recording No.: Book 89, Page 238

 - Deed
Recording Date: October 27, 1928
Recording No.: Book 106, Page 332

 - Deed
Recording Date: October 27, 1928
Recording No.: Book 106, Page 333

 - Deed
Recording Date: December 29, 1938
Recording No.: Book 133, Page 44

 - Deed
Recording Date: January 30, 1942
Recording No.: Book 141, Page 607

 - Agreement
Recording Date: November 30, 1955
Recording No.: Book 246, Page 669

Ticor Title Company of Oregon
Order No. 360622040691

Bargain and Sale Deed
Recording Date: April 28, 1969
Recording No.: 69-4-38145

Bargain and Sale Deed
Recording Date: April 28, 1969
Recording No.: 69-4-38145 Microfilm

Timber Deed
Recording Date: March 7, 1974
Recording No.: 74-3-97147 Microfilm

Land Sales Contract
Recording Date: July 30, 1974
Recording No.: 74-7-102747 Microfilm

Timber Quitclaim Deed
Recording Date: August 6, 1976
Recording No.: 76-8-11661 Microfilm

Memorandum of Real Estate Contract
Recording Date: April 21, 1977
Recording No.: 77-4-06053 Microfilm

Warranty Deed
Recording Date: October 18, 1977
Recording No.: 77-10-17441 Microfilm

Statutory Warranty Deed
Recording Date: April 7, 1992
Recording No.: 92-04-0258 Microfilm

Bargain and Sale Deed
Recording Date: July 27, 2006
Recording No.: 2006-10299

Special Warranty Deed
Recording Date: July 27, 2006
Recording No.: 2006-10300

Amended and Restated Memorandum of Mineral Sands Mining Lease
Recording Date: April 30, 2007
Recording No.: 2007-5444

Memorandum of Amendment to Mineral Sands Lease
Recording Date: April 8, 2010
Recording No.: 2010-3199

Lease Addendum
Recording Date: August 12, 2010
Recording No.: 2010-7335

Ticor Title Company of Oregon
Order No. 360622040691

Statutory Warranty Deed
Recording Date: January 7, 2016
Recording No.: 2016-000157

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Coos Bay Title

FAX

coosbaytitle@ticortitle.com

Ticor Title Company of Oregon
201 Central Avenue
Coos Bay, OR 97420

EXHIBIT "A"
Legal Description

PARCEL A: The Northeast quarter of the Northwest quarter (Government Lot 3); the South half of the Northwest quarter and the Southwest quarter of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

ALSO: That portion of the Northwest quarter of the Northeast quarter and the South half of the Northeast quarter of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, situated West of the centerline of the West Beaver Hill County Road.

EXCEPT: Those portions of the South half of the Northeast quarter and the Southeast quarter of the Northwest quarter, and the Northeast quarter of the Southwest quarter of Section 3, situated West of the centerline of West Beaver Hill County Road, and also situated South and East of the following described line: Beginning at a point in the center of the County road, said point being located 1062.14 feet North and 1177.34 feet East of the center of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South 67°31'15" West 117.90 feet; thence 108.96 feet along the arc of a 36° curve right through a central angle of 39°13'29"; thence North 73°15'15" West 32.25 feet; thence 84.74 feet along the arc of a 56° curve left through a central angle of 47°27'11"; thence South 59°17'33" West 122.96 feet; thence 70.15 feet through the arc of a 14° curve right through a central angle of 9°49'16"; thence South 69°06'49" West 493.79 feet; thence 472.39 feet along the arc of a 12° curve left through a central angle of 56°41'14"; thence South 12°25'35" West 117.58 feet; thence 158.32 feet along the arc of an 8° curve left through a central angle of 12°39'56"; thence South 00°14'21" East 26.49 feet; thence 69.19 feet along the arc of a 6° curve right through a central angle of 4°09'05"; thence South 03°54'44" West 116.93 feet; thence 106.94 feet along the arc of a 4° curve right through a central angle of 4°16'40"; thence South 08°11'24" West 11.74 feet; thence 169.29 feet along the arc of an 8° curve left through a central angle of 13°32'59"; thence South 05°21'11" East 37.19 feet; thence 192.50 feet along the arc of an 8° curve left through a central angle of 15°23'59" thence South 20°45'10" East 41.68 feet; thence 129.98 feet along the arc of a 30° curve right through a central angle of 38°59'40"; thence South 18°14'30" West 102.10 feet; thence 47.60 feet along the arc of a 32° curve right through a central angle of 15°13'57"; thence South 33°28'27" West 36.50 feet; thence 70.03 feet along the arc of a 56° curve left through a central angle of 39°13'04"; thence South 05°44'37" East 32.80 feet; thence 48.23 feet along the arc of a 44° curve right through a central angle of 21°13'16"; thence South 15°28'39" West 19.97 feet; thence 60.69 feet along the arc of a 10° curve right through a central angle of 06°4'07"; thence South 21°32'46" West 118.48 feet; thence 34.80 feet along the arc of an 18° curve left through a central angle of 6°15'53" to the South line of the Northeast quarter of the Southwest quarter of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

PARCEL B: The Northeast quarter; the East half of the Northwest quarter; the Northeast quarter of the Southwest quarter and the North half of the Southeast quarter of Section 9, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

PARCEL C: Section 10, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

EXCEPT: The South half of the Southeast quarter of the Southeast quarter of the Southeast quarter of Section 10, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, less any portion lying West of the Charleston Highway.

ALSO EXCEPT: That portion of the Northeast quarter of the Northeast quarter of Section 10, situated East of the centerline of West Beaver Hill County Road.

ALSO EXCEPT: That portion of the East half of the Southeast quarter of Section 10, situated East of the centerline of West Beaver Hill County Road, excepting therefrom the South half of the Southeast quarter of the Southeast quarter of the Southeast quarter as described in deed bearing Microfilm Reel No. 79-2-7033, Records of Coos County, Oregon.

EXHIBIT "A"
Legal Description

PARCEL D: That portion of the West half of the West half of Section 11, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, situated West of the centerline of West Beaver Hill County Road.

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.

Ticor Title Company of Oregon
Order No. 360622040691

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

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

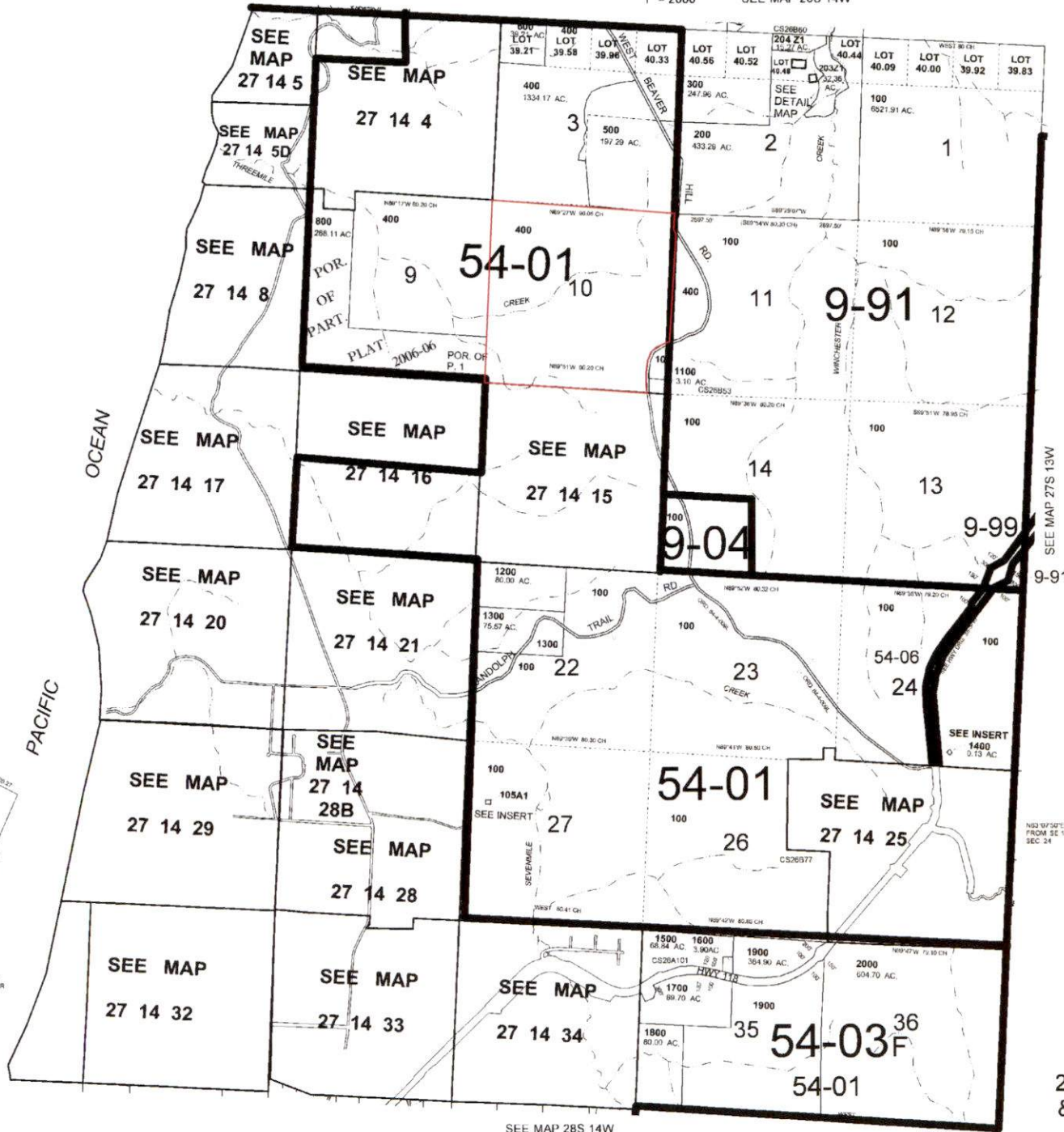
CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL,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

END OF THE LIMITATIONS OF LIABILITY

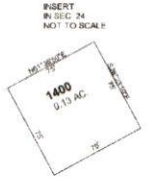
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SECTION 27 T27W R14W W.M. COOS COUNTY
1" = 2000' SEE MAP 26S 14W

27S 14W
& INDEX



- CANCELLED NO
- 100M1
 - 199M1
 - 199M2
 - 103
 - 301
 - 401
 - 402
 - 403
 - 404
 - 500M1
 - 600M1
 - 202
 - 101A1
 - 101B1
 - 102A1
 - 104A1
 - 104B1
 - 700
 - 700M1
 - 900M1
 - 900M1
 - 1000
 - 201
 - 201M1
 - 201M2
 - 201M3
 - 106L1
 - 801



SEE MAP 28S 14W

CS24B41

8-21-2006
27S 14W
& INDEX

Signed by the parties of the first part at Chicago, Illinois on this 6th day of February, A.D. 1923, and seals affixed.

WITNESSES: L. A. White
Elsie Berversdorf

Sigmund G. Livingston)Seal(

Flora Kaufman Livingston)Seal(

State of Illinois)
County of Cook) S.S. On this 6th day of February, A.D. 1923, at the City of Chicago, within said County and State, before me, the undersigned, a Notary Public in and for the County of Cook aforesaid, in said State of Illinois, duly commissioned, sworn, qualified and acting, personally appeared the within named Sigmund G. Livingston and Flora Kaufman Livingston, his wife, both of whom are personally known to me to be the identical individuals described in and who executed the within and foregoing instrument of assignment, and they acknowledged to me that they executed same freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my official seal on the day and year last before mentioned.

My commission expires on the 17th day of March 1923.

Recorded March 29th, 1923. 4:30 P.M.
I. F. Bunch, County Clerk.

Sol. C. Kaufman,
Notary Public, Cook County, Ill.
(Notarial Seal).

24691- KNOW ALL MEN BY THESE PRESENTS, That BUEHNER LUMBER COMPANY, a corporation duly organized and incorporated under the laws of the State of Oregon, in consideration of Ten Dollars (\$10.00) and other valuable considerations to be paid by THE STOUT LUMBER COMPANY OF OREGON, a corporation duly organized and incorporated under the laws of the State of Delaware, does hereby grant, bargain, sell and convey to said The Stout Lumber Company of Oregon, its successors and assigns forever, the following described property in Coos County, and Douglas County, State of Oregon, to-wit:

All of the real and personal property, timber, saw mill, and the rights, privileges and franchises appurtenant thereto, or connected therewith, situate in the counties of Coos and Douglas in the State of Oregon, and more particularly described as follows, to-wit:

MILL PROPERTY AT NORTH BEHD, COOS COUNTY:

All of the following described parcels of real property situated in Sections fourteen (14) and fifteen (15), Township twenty-five (25) South, Range thirteen (13) West, Willamette Meridian, in Coos County, Oregon, to-wit:

Parcel 1.

BEGINNING at a point which is South 89° 41' East 16.6 feet from the Northwest corner of Block 36 Coos Bay Plat "B", running thence North 230 feet; thence East 50 feet; thence South 230.3 feet; thence South 3° 23' East 25 feet; thence South 86° 36' West 7 feet; thence South 6° 55' East 75.23 feet; thence North 89° 41' West 35 feet; thence North 0° 19' West 100 feet; thence North 89° 41' West 18.4 feet to the place of beginning, being the same lands described as parcel one in deed recorded in Book 73 at page 205, of Deed Records of Coos County, Oregon.

Parcel 2.

BEGINNING at a point 80 feet East of the Northeast corner of Block 52, North Bend, running thence South 580 feet; thence East 197.7 feet; thence South 60° East 42.4 feet; thence South 15° 47' East 392.62 feet; thence West 340.7 feet; thence South 16° 30' East 1503.3 feet; thence South 633.7 feet; thence South 89° 41' East 480 feet, more or less, to the low water line of Coos Bay; thence in a Northwesterly direction along said low water line to a point 250 feet, more or less, due East

West half of Southwest quarter of Section Thirty-five 35

In Township 27 South of Range 12 West, W.M.

 East half of Section Four 4

In Township 27 South of Range 13 West, W.M.

 West half of Section Twenty-six 26

 Southeast quarter of Section Twenty-six 26

In Township 27 South of Range 14 West, W.M.

 South half of Northeast quarter of Section Three. 3

 Northeast quarter of Northwest quarter of Section Three. 3

 South half of Northwest quarter of Section Three 3

 Southwest quarter of Section Three. 3

 Southeast quarter of Northeast quarter of Section Four 4

 Southeast quarter of Section Four 4

 Northeast quarter of Section Nine 9

 East half of Northwest quarter of Section Nine 9

 Northeast quarter of Southwest quarter of Section Nine 9

 North half of Southeast quarter of Section Nine 9

 All of Section Ten 10

 Northeast quarter of Section Fifteen 15

Excepting, however, from the above described timber, timbered lands and other lands, including logged off land, in Douglas and Coos Counties, all rights of way and easements granted by deed to Willamette Pacific Railway Company and Southern Pacific Company, in Townships Twenty-two (22) and Twenty-three (23) South of Range Twelve (12), and Townships Twenty-three (23) and Twenty-four (24) South of Range Thirteen (13) West of Willamette Meridian.

ALSO, any and all pieces, parcels and tracts of land or timber, and all rights, privileges, licenses, and rights of way, owned, claimed, or occupied or used by the Buehner Lumber Company, in the said counties of Douglas and Coos, in the State of Oregon, whether herein particularly described or not, and whether acquired by deed or otherwise.

Together with all houses, mills, dry kilns, improvements, buildings, structures, engines, machinery and apparatus of every kind and character, logging railroads, donkeys and logging equipment, office safe, furniture, furnishings and account books, and now or hereafter used on, built on, connected with or placed on the lands hereinbefore described, or any portion thereof; also together with all the hereafter acquired lands, and also together with all the rights of way and other rights, franchises and privileges and easements of every kind and character appurtenant to the lands hereinbefore described, or held or hereafter acquired or exercised in the enjoyment or use thereof; and all rights of every kind and character that may be claimed by the grantor by the instruments by which it acquired any of the said property.

Together with the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and also all its estate, right, title and interest, at law and equity, therein and thereto.

TO HAVE AND TO HOLD the same to the said THE STOUT LUMBER COMPANY OF OREGON, its successors and assigns forever. And the said Buehner Lumber Company does covenant with the said The Stout Lumber Company of Oregon, and its successors and representatives, that said Buehner Lumber Company is lawfully seized in fee simple of the above granted premises, except where a lesser estate than fee simple is indicated and described; that the above described and granted premises are free from all incumbrances, except a mortgage or deed of trust thereon

to The Portland Trust Company of Oregon, to secure an issue of bonds, with coupons thereto attached, aggregating Two Million Dollars (\$2,000,000.00); and that it will, and its successors shall, WARRANT AND DEFEND the same to the said The Stout Lumber Company of Oregon, its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, except said mortgage or deed of trust.

IN WITNESS WHEREOF, Buehner Lumber Company, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed, this 22nd day of March, A.D. 1923.

Executed in the Presence of
Carrie Belle Adams: L. M. Henning.

(Corporate Seal)

BUEHNER LUMBER COMPANY,
By W. C. Ribenack

President

BUEHNER LUMBER COMPANY,
By Arthur D. Platt

Secretary.

\$1000.00 Documentary stamp 14956 cancelled B L Co. 3-22-23.

STATE OF OREGON)

County of Multnomah ss. On this 22nd day of March, 1923, before me appeared W. C. Ribenack and Arthur D. Platt, both to me personally known, who being duly sworn, did say that he, the said W. C. Ribenack is the President, and he, the said Arthur D. Platt is the Secretary of BUEHNER LUMBER COMPANY, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said W. C. Ribenack and Arthur D. Platt acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this, the day and year first in this, my certificate, written.

Approved H. G. P.

Recorded: March 30th, 1923 9:00 A.M.
I. F. Bunch, County Clerk.

Carrie Belle Adams
Notary Public in and for said County and State.
My Commission expires: Nov. 15, 1924.
(Notarial Seal)

24692- KNOW ALL MEN BY THESE PRESENTS, that William J. Howard and Emma Howard his wife and G. Purdy Scott (a single man) of North Bend State of Oregon, in consideration of one hundred Dollars to them paid by J. M. Brewer of State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said J. M. Brewer, his heirs and assigns, all the following bounded and described property, situate in the County of Coos and State of Oregon:

Lot twenty three (23) in block thirty four (34) North Bend, Oregon, according to the recorded plat thereof, to-wit: together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and also all their estate, right, title, and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD, the above described and granted premises unto the said J. M. Brewer his heirs and assigns forever. And William J. Howard and G. Purdy Scott grantors above named do covenant to and with J. M. Brewer the above-named grantee his heirs and assigns that they are lawfully seized in fee simple of the above granted premises; that the above granted premises are free from all incumbrances, and that they will and their heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, we the grantors above named, have hereunto set our hands and seals this 1st day of March, 1923.

D-89

77-4 06053

MEMORANDUM OF REAL ESTATE CONTRACT

On the 15th day of April, 1977, ROBERT C. SCHUETT, as Seller, and BOHEMIA INC., an Oregon corporation, as Buyer, entered into a contract for the sale and purchase respectively of the following real property, situated in the County of Coos, State of Oregon, to-wit:

The S-1/2 of NE-1/4; the NE-1/4 of NW-1/4 (Government Lot 3); the S-1/2 of NW-1/4 and the SW-1/4 of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

The SE-1/4 of NE-1/4 and the SE-1/4 of Section 4, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

The NE-1/4; the E-1/2 of NW-1/4; the NE-1/4 of SW-1/4 and the N-1/2 of SE-1/4 of Section 9, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

Section 10, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon. EXCEPTING THEREFROM: The S-1/2 of the SE-1/4 of the SE-1/4 of the SE-1/4 of Section 10, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, less any portion lying West of the Charleston Highway.

First time exclusion is described for part of 27S14W-10-TL1100

The NE-1/4 of Section 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM THE FOLLOWING PARCELS:

(1) Beginning at a point which is North 804.02 feet and West 586.47 feet of the quarter corner to Sections 14 and 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence 352.34 feet along a 550 foot radius curve to the right through a central angle of 36° 42' 18.4" the long chord of which bears North 86° 25' 27.8" West 346.34 feet; thence North 118° 30' 38.8" West 653 feet; thence South 88° 53' 31" East 114.73 feet to the point of curvature of a 250 foot radius curve to the left; thence along said curve 99.95 feet through a central angle of 22° 54' 30"; thence North 68° 12' East 40 feet to the point of curvature of a 200 foot radius curve to the right; thence along said curve 42.58 feet through a central angle of 12° 11' 58"; thence South 14° 46' 36.5" *J.B.B. R.C.S.*

McNUTT, GANT & ORMSBEE
ATTORNEYS AT LAW
455 SOUTH 4TH STREET
COOS BAY, OREGON 97420

774 06054

East 727.50 feet to the point of beginning.
EXCEPTING: A 30 foot easement along the Northerly boundary extending 30 feet at right angles to the South of the above described lines.
ALSO EXCEPT: A 60 foot easement along the Southerly boundary extending 60 feet at right angles to the Northerly side of said southerly boundary.

(2) A parcel of land 30 feet in width, the center line being described as follows: Beginning at a point which is North 804.02 feet and West 586.47 feet of the quarter corner of Sections 14 and 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence North $14^{\circ} 46' 36.5''$ West 45 feet to the true point of beginning; thence North $75^{\circ} 13' 23.5''$ East 416 feet, more or less, along the center line of a parcel 30 feet in width, to a point on the West boundary of the Charleston County Highway; reserving to Grantor and its assigns a right of way to be used in common with Grantees, their heirs and assigns, over the entire area of said Parcel 2.

(3) Beginning at a point which is 862.04 feet North and 501.77 feet West of the quarter corner to Sections 14 and 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence North $14^{\circ} 46' 36.5''$ West 667.50 feet to a point on the centerline of a road right of way; thence along said road on a 200 foot radius curve right for a distance of 152.02 feet through a central angle of $43^{\circ} 33' 02''$; thence South $56^{\circ} 03'$ East 22.94 feet to the point of curvature of a 205 foot radius curve to the left; thence along said curve 74.07 feet through a central angle of $20^{\circ} 42' 11''$; thence South $76^{\circ} 45' 11''$ East 212.08 feet, more or less, to the West boundary of a county road; thence leaving said road centerline and following the Westerly boundary of the Charleston County Road in a Southeasterly direction 438 feet, more or less, to a point which is North $75^{\circ} 13' 23.5''$ East of the point of beginning; thence South $75^{\circ} 13' 23.5''$ West 416 feet, more or less, to the point of beginning.

(4) A tract of land lying in the NE-1/4 of Section 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said property lying West of the new Seven Devils-Charleston Highway and North of the centerline of that present roadway which serves the property of Iva M. Long, Eugene Elbert, Lester J. Teal, et al, in Section 16, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, as well as serving Coos County in Section 15, Township

77 4 06055

27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, which road is hereinafter referred to as the Long Road, and said tract being more particularly described as follows: Beginning at the intersection of the West boundary of the New Seven Devils-Charleston Highway with the centerline of the aforementioned Long Road; thence Northerly along the West boundary of the New Seven Devils-Charleston Highway for a distance of 400 feet; thence due West to a point, from which if a line was drawn due South to the centerline of the Long Road and was thence run Easterly along the centerline of Long Road to the point of beginning, would encompass 5 acres of land; thence from said point run due South to the centerline of Long Road; thence run Easterly along the centerline of Long Road to the point of beginning; the above tract being 5 acre parcel bounded on the South by the centerline of the aforementioned Long Road, on the East by a line running Northerly along the West boundary of the new Seven Devils-Charleston Highway for a distance of 400 feet from the intersection of said highway boundary with the centerline of Long Road, on the North by a line run due West from the Northerly terminus of the East boundary as aforementioned, and bounded on the West by a line to be hereafter determined by survey so as to produce a tract of 5 acres.

(5) Beginning at a pipe 3/4 inches in diameter and 40 inches long driven 36 inches into the ground, marking a point which is 2051.31 feet North by true bearing and 1220.09 feet West of the quarter corner common to Section 14 and 15 in Township 27 South, Range 14 West of the Willamette Meridian and running thence South 19° 35' 16" East 282.00 feet to a 3/4-inch pipe post, thence North 89° 57' 10" East 700.00 feet more or less to the Westerly right-of-way line of the county road; thence North 10° 05' West 335.00 feet along said right-of-way line to a point which is North 85° 20' 54" East of the point of beginning; thence South 85° 20' 54" West 740.00 feet to the point of beginning, containing 5.01 acres, more or less.

SUBJECT TO:

- (1) As disclosed by the tax roll the premises under search are under reforestation, and are subject to yield permits and yield taxes, and to all other rules and regulations of the State of Oregon regarding reforested areas. (Affects Account No. 7549.00, 7556.00, 7580.00, 7584.00, 7585.00, 7586.00).
- (2) Rights of the public in streets, roads and highways.
- (3) Reforestation obligations under the Oregon Forest Practices Act.

77 4 06056

The true and actual consideration for this contract is \$265,000.00.

Send tax statements to: Bohemia Inc. 2280 Oakmont Eugene, Oregon 97401.

DATED this 15th day of April, 1977.



SELLER:

Robert C. Schuett

BUYER:

BOHEMIA INC., an Oregon corporation By Frederick G. Gent Senior Vice President - Finance

STATE OF ILLINOIS } County of COOK } ss.

Date: 4-17-77

Personally appeared the above named ROBERT C. SCHUETT, and acknowledged that he executed the foregoing instrument freely and voluntarily.

Before me:

Notary Public for My Commission Expires: 1-20-79

STATE OF OREGON } County of Lane } ss.

Date: April 12, 1977.

On this day, before me appeared FREDERICK G. GENT to me personally known, who being duly sworn, did say that he, the said FREDERICK G. GENT, is the Sr. Vice Pres.-Finance of BOHEMIA INC., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and FREDERICK G. GENT acknowledged said instrument to be the free act and deed of said corporation

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



Notary Public for Oregon My Commission expires: 5/12/78

RECORDED BY



Cook County Branch

File # 491, 80C
SEP 13 1987

BOARD OF COMMISSIONERS
COUNTY OF COOS
STATE OF OREGON

MARY ANN WILSON
COUNTY CLERK

87 5 5694

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

In the Matter of Exchanging Certain County) ORDER
Forest Land for Land Owned by Bohemia, Inc.) 87-00-157L

NOW BEFORE THE Board of Commissioners sitting for the transaction of
County business on the 9th day of September, 1987 is the matter of exchanging
certain County Forest Land for land owned by Bohemia, Inc.

AND IT APPEARING to the Board that a description of the parcels
involved in this exchange are described in Exhibit "A", attached hereto and
incorporated herein by this reference;

AND IT FURTHER APPEARING to the Board that this exchange will
consolidate the ownership of County Forest Lands which will allow for better
management of the County Forest and therefore the exchange is in the best
interest of Coos County;

AND IT FURTHER APPEARING to the Board that reports regarding the
value of the properties being exchanged have been submitted by the Coos
County Assessor and the Coos County Forester and copies of these reports
are attached as Exhibits "B" and "C", respectively;

AND IT FURTHER APPEARING to the Board that the property and
timber to be received by Coos County together with a cash payment which
will be held in trust for future acquisition of County Forest Lands together
are equal in value to the property and timber which will be received by
Bohemia, Inc.;

AND IT FURTHER APPEARING to the Board that a hearing was held on
the 2nd day of September, 1987 at 11:30 A.M. and that no objections to the
proposed exchange were made;

ORDER 87-00-157L - 1

1 AND IT FURTHER APPEARING to the Board that a Reciprocal Road
2 Easement Agreement has been negotiated between Coos County and Bohemia,
3 Inc. for the use and maintenance of a road which will be the north and west
4 boundary of Parcel #2 to be deeded to Coos County;

5 NOW, THEREFORE, IT IS HEREBY ORDERED that the County-owned
6 parcels described in Exhibit "A" be removed from the Coos County Forest and
7 deeded to Bohemia, Inc.;

8 AND IT IS FURTHER ORDERED that the Bohemia, Inc. owned parcels
9 described in Exhibit "A" are hereby accepted in exchange for the previously
10 described County-owned parcels and shall be immediately incorporated into the
11 Coos County Forest;

12 AND IT IS FURTHER ORDERED that the County shall enter into the
13 Reciprocal Road Easement Agreement with Bohemia, Inc.

14 DATED THIS 9th day of September, 1987.

16 BOARD OF COMMISSIONERS

17 *Don Stearns*
18 Commissioner

19 *Jack L. Bule*
20 Commissioner

21 *Arda Ann*
22 Commissioner

24 Approved as to form:

25 *Dave R. Po*
26 Office of County Counsel

27 State of Oregon
County of Coos 87-5-5694
i, Mary Ann Wilson, County Clerk, certify the
within instrument was filed for record at
Sept 16 1:43 PM '87
By *(Signature)* Deputy
#pages 2 Fee \$ 0

EXHIBIT A

COUNTY OWNED PARCELS TO BE DEEDED TO BOHEMIA, INC.

The following described property all situated in Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

Parcel I: That portion of the NW 1/4 of the NE 1/4 of Section 3, situated West of the centerline of West Beaver Hill County Road.

Parcel II: The NW 1/4 of the NW 1/4 of Section 3.

Parcel III: That portion of the W 1/2 of the W 1/2 of Section 11, situated West of the centerline of West Beaver Hill County Road.

BOHEMIA OWNED PARCELS TO BE DEEDED TO COOS COUNTY

The following described parcels, all situated in Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

Parcel I: That portion of the S 1/2 of the NE 1/4 of Section 3, situated East of the centerline of the West Beaver Hill County Road.

Parcel II: Those portions of the S 1/2 of the NE 1/4 and the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 3, situated West of the centerline of West Beaver Hill County Road and also situated South and East of the following described line: Beginning at a point in the center of the County Road, said point being located 1062.14 feet North and 1177.34 feet East of the center of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South 67° 31' 15" West 117.90 feet; thence 103.96 feet along the arc of a 38° curve right through a central angle of 39° 13' 29"; thence North 73° 15' 15" West 32.25 feet; thence 84.74 feet along the arc of a 56° curve left through a central angle of 47° 27' 11"; thence South 59° 17' 33" West 122.95 feet; thence 70.15 feet through the arc of a 14° curve right through a central angle of 9° 49' 16"; thence South 69° 06' 49" West 493.79 feet; thence 472.39 feet along the arc of a 12° curve left through a central angle of 56° 41' 14"; thence South 12° 25' 35" West 221.29 feet; thence 159.32 feet along the arc of an 8° curve left through a central angle of 12° 39' 58"; thence South 00° 14' 31" East 26.49 feet; thence 69.19 feet along the arc of a 6° curve right through a central angle of 4° 09' 05"; thence South 03° 54' 44" West 116.93 feet; thence 106.94 feet along the arc of a 4° curve right through a central angle of 4° 16' 49"; thence South 08° 11' 24" West 11.74 feet; thence 169.29 feet along the arc of an 8° curve left through a central angle of 13° 32' 59"; thence South 05° 21' 11" East 37.19 feet; thence 192.50 feet along the arc of an 8° curve left through a central angle of 15° 23' 59"; thence South 20° 45' 10" East 41.68 feet; thence 129.96 feet along the arc of a 30° curve right through a central angle of 38° 59' 40"; thence South 18° 14' 36" West 102.10 feet; thence 47.60 feet along the arc of a 32° curve right through a central angle of 18° 13' 57"; thence South 33° 28' 27" West 36.50 feet; thence 70.63 feet along the arc of a 56° curve left through a central angle of 39° 13' 04"; thence South 05° 43' 37" East 32.66 feet; thence 67.23 feet along the arc of a 44° curve right through a central

87 3 5697

angle of $21^{\circ} 13' 16''$; thence South $15^{\circ} 29' 39''$ West 19.87 feet; thence 30.59 feet along the arc of a 10° curve right through a central angle of $08^{\circ} 34' 07''$; thence South $31^{\circ} 52' 46''$ West 118.46 feet; thence 34.80 feet along the arc of an 15° curve left through a central angle of $6^{\circ} 15' 53''$ to the South line of the NE $1/4$ of the SW $1/4$ of Section 8, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

Parcel III: That portion of the NE $1/4$ of the NE $1/4$ of Section 10, situated East of the centerline of West Beaver Hill Road.

Parcel IV: That portion of the E $1/2$ of the SE $1/4$ of Section 10, situated East of the centerline of West Beaver Hill County Road.

EXCEPTING THEREFROM: The S $1/2$ of the SE $1/4$ of the SE $1/4$ of the SE $1/4$ as described in Deed bearing Microfilm Reel No. 79-2-7033, Records of Coos County, Oregon.

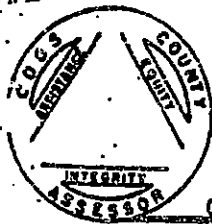
Parcel V: That portion of the E $1/2$ of the NE $1/4$ of Section 15 situated East of the centerline of West Beaver Hill Road.

EXHIBIT A - 2

ALLEN A. SWENSON
ASSESSOR

EXHIBIT B

87 5 5698



COURTHOUSE, COQUILLE, OREGON 97423 (503) 396-3121

April 20, 1987

TO : Ted Ellingen, Coos County Forester
FROM: Allen Swenson, Coos County Assessor
RE : Bohemia Land Exchange Proposal

I have reviewed the data concerning the proposed trade of forest land between Coos County and Bohemia.

Procedures used in this appraisal (as well as the data) appear to be sound and correct. I have no reservations in your submitting this document in lieu of an appraisal from this office.



EXHIBIT C-1

87 5 5699

County of Coos

FORESTRY DEPARTMENT

Ted Ellingsen, Coos County Forester
Bob Laport, Assistant County Forester
Mike Barrett, Contract Administrator

COOS COUNTY COURTHOUSE
Coquille, Oregon 97423
Phone: 396-3121

September 3, 1987

MEMO

To: Dave Ris
From: Forestry
Subject: Bohemia Exchange Values

Attached are summary sheets of the appraisals of land and timber on the County and Bohemia lands currently approved for exchange.

These appraisals show the following values:

1. Total County value:	\$67,986.00
2. Total Bohemia value:	<u>\$52,446.00</u>

Difference	<u>\$15,540.00</u>
------------	--------------------

The difference in values is to be paid in cash by Bohemia to County at the time that deeds are exchanged.

The above values are the appraisals done by our department and approved by the County Assessor as the values applicable to the exchange.

Ted Ellingsen
Ted Ellingsen

EXHIBIT C-2

COOS COUNTY PARCELS VALU

87 5 5700

Species	Grade	Gross Value Stumpage	Less Adjustment	Net Value Stumpage	Volume MBF	Value Totals
D. Fir	SM	158	- 31	= 127	x 5	= 635
	2M	146	- 31	= 115	x 36	= 4140
	3M	120	- 31	= 89	x 311	= 27679
Total D. Fir					352	32454
Spruce	2M	105	- 31	= 74	x 45	= 3330
	3M	76	- 31	= 45	x 250	= 11250
Total Spruce					295	14580
Hemlock	2M	120	- 31	= 89	x 16	= 1424
	3M	102	- 31	= 71	x 101	= 7171
Total Hemlock					117	8595
Red Cedar	2M	152	-	=	x	=
	3M	126	- 31	= 95	x 6	= 570
Total Red Cedar					6	570
P. O. Cedar	2M	160	- 31	= 129	x 4	= 516
	3M	87	- 31	= 56	x 36	= 2016
Total P. O. Cedar					40	2532
Alder	Saw Logs	60	- 31	= 29	x 114	= 3306
Total Alder					114	3306
PARCEL TOTALS					924 MBF	62037
104 Acres of Land at 57.20/Acre = Rounded						5,949
TOTAL						\$ 67,986

EXHIBIT C-3

BOHEMIA PARCELS VALUE

87 5 5701

Species	Grade	Gross Value Stumpage	Less Adjustment	Net Value Stumpage	Volume MBF	Value Totals
D. Fir	2H	138	-	-	-	-
	2H	146	-	-	-	-
	3H	120	26	94	58	5452
Total D. Fir					58	5452
Spruce	2H	109	26	79	118	9322
	3H	76	26	50	536	26800
Total Spruce					654	36122
Hemlock	2H	120	-	-	-	-
	3H	102	26	76	38	2888
Total Hemlock					38	2888
Red Cedar	2H	152	-	-	-	-
	3H	126	26	100	4	400
Total Red Cedar					4	400
P. O. Cedar	2H	160	-	-	-	-
	3H	87	26	61	12	732
Total P. O. Cedar					12	732
Alder	Saw Logs	60	26	34	29	986
Total Alder					29	986
PARCEL TOTALS					795 MBF	46580
						5,866
						\$ 52,446

06 Acres of Land at 61.10/Acre = Rounded

TOTAL

\$ 52,446

BARGAIN AND SALE DEED

Bohemia, Inc., an Oregon Corporation, Grantor, conveys to Coos County, a political subdivision of the State of Oregon, the following described real property, all situated in Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon:

Parcel I: That portion of the S 1/2 of the NE 1/4 of Section 3, situated East of the centerline of the West Beaver Hill County Road.

Parcel II: Those portions of the S 1/2 of the NE 1/4 and the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 3, situated West of the centerline of West Beaver Hill County Road and also situated South and East of the following described line: Beginning at a point in the center of the County Road, said point being located 1082.14 feet North and 1177.34 feet East of the center of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South 67° 31' 15" West 117.90 feet; thence 108.96 feet along the arc of a 36° curve right through a central angle of 39° 13' 29"; thence North 73° 15' 15" West 32.25 feet; thence 84.74 feet along the arc of a 58° curve left through a central angle of 47° 27' 11"; thence South 59° 17' 33" West 122.96 feet; thence 70.15 feet through the arc of a 14° curve right through a central angle of 9° 49' 16"; thence South 69° 06' 49" West 493.79 feet; thence 472.39 feet along the arc of a 12° curve left through a central angle of 56° 41' 14"; thence South 12° 25' 35" West 117.58 feet; thence 158.32 feet along the arc of an 8° curve left through a central angle of 12° 39' 56"; thence South 00° 14' 21" East 26.49 feet; thence 69.19 feet along the arc of a 6° curve right through a central angle of 4° 09' 05"; thence South 03° 54' 44" West 116.93 feet; thence 106.94 feet along the arc of a 4° curve right through a central angle of 4° 16' 40"; thence South 08° 11' 24" West 11.74 feet; thence 169.29 feet along the arc of an 8° curve left through a central angle of 13° 32' 59"; thence South 05° 21' 11" East 37.19 feet; thence 192.56 feet along the arc of an 8° curve left through a central angle of 15° 23' 59"; thence South 20° 45' 10" East 41.68 feet; thence 120.98 feet along the

arc of a 30° curve right through a central angle of 38° 59' 40"; thence South 18° 14' 30" West 102.10 feet; thence 47.60 feet along the arc of a 32° curve right through a central angle of 15° 13' 57"; thence South 33° 28' 27" West 36.50 feet; thence 70.03 feet along the arc of a 56° curve left through a central angle of 39° 13' 04"; thence South 05° 44' 37" East 32.80 feet; thence 48.23 feet along the arc of a 44° curve right through a central angle of 21° 13' 16"; thence South 15° 23' 39" West 19.97 feet; thence 60.69 feet along the arc of a 10° curve right through a central angle of 06° 04' 07"; thence South 21° 32' 46" West 118.48 feet; thence 34.80 feet along the arc of an 18° curve left through a central angle of 6° 15' 53" to the South line of the NE 1/4 of the SW 1/4 of Section 3 Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

Parcel III: That portion of the NE 1/4 of the NE 1/4 of Section 10 situated East of the centerline of West Beaver Hill County Road.

Acreage conveyed to Coos County to Coos County in Section 10

Parcel IV: That portion of the E 1/2 of the SE 1/4 of Section 10, situated East of the centerline of West Beaver Hill County Road.

EXCEPTING THEREFROM: The S 1/2 of the SE 1/4 of the SE 1/4 of the SE 1/4 as described in Deed bearing Microfilm Real No. 79-2-7033, Records of Coos County, Oregon.

Parcel V: That portion of the E 1/2 of the NE 1/4 of Section 15 situated East of the centerline of West Beaver Hill County Road.

The true consideration for this conveyance is the exchange of timberland.

Until a change is requested, all tax statements shall be sent to the following address:

Coos County
Coos County Courthouse
2nd and Baxter
Coquille, OR 97423

The tax account numbers are 7549.00 and 7605.00, Code #54.01.

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

Dated this 9th day of ~~September~~ ^{October}, 1987.

Bohemia, Inc.

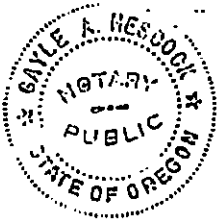
GRANTOR




Fred J. Kupel
Vice President-Finance

STATE OF OREGON)
Lane) ss.
County of ~~Clatsop~~)

The foregoing instrument was acknowledged before me this 9th day of October, 1987 by Fred J. Kupel, Vice President-Finance on behalf of the said corporation.




Notary Public for Oregon
My Commission Expires: 5/15/90

When recorded, return to:
Weyerhaeuser NR Company
Land Title CHI-F23
P.O. Box 9777
Federal Way, WA 98063-9777

A
Adapt Title WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR ITS EFFECT UPON THE TITLE.

Send Tax Statements to:
Weyerhaeuser NR Company
Tax Dept
P.O. Box 9777
Federal Way WA 98063-9777

Map / Tax Lot No.	27S14150000500	Account No.:	760500
	27S14040000600		755203
	27S14000000600		754800
	27S14000000400		754900
	27S14000000400		754990
	27S14000000100		755100

STATUTORY WARRANTY DEED

The Grantor, **WEYERHAEUSER COMPANY**, a Washington corporation, conveys and warrants to **WEYERHAEUSER NR COMPANY**, a Washington corporation, Grantee, the real estate situated in **Coos County, Oregon**, described on **EXHIBIT A** attached hereto and by this reference made a part hereof, together with all improvements situated thereon and all appurtenances thereunto belonging, subject to all covenants, restrictions, reservations, easements, encumbrances, and all matters of public record and/or evident on the ground.

The true and actual consideration for this transfer is: \$3,539,846.00

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.

[Signature on following page]

Adapt Title CL16003

EXHIBIT A
[Seven Devils C]

COOS COUNTY, OREGON

TOWNSHIP 26 SOUTH, RANGE 14 WEST, WILLAMETTE MERIDIAN:

Section 33: The SE $\frac{1}{4}$; together with that portion of vacated Seven Devils Road that would inure to said property by operation of law; SAVE AND EXCEPT any portion lying within the existing county road right of way; ALSO SAVE AND EXCEPT that portion conveyed to Coos County by Dedication Deed recorded August 26, 2002 as Microfilm No. 2002-11128, Records of Coos County, Oregon.

TOWNSHIP 27 SOUTH, RANGE 14 WEST, WILLAMETTE MERIDIAN:

Section 3: The NE $\frac{1}{4}$ NW $\frac{1}{4}$ (Government Lot 3); the S $\frac{1}{2}$ NW $\frac{1}{4}$, the SW $\frac{1}{4}$, those portions of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the S $\frac{1}{2}$ NE $\frac{1}{4}$ situated West of the centerline of the West Beaver Hill County Road, SAVE AND EXCEPT those portions of the S $\frac{1}{2}$ NE $\frac{1}{4}$, the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ lying West of the centerline of West Beaver Hill County Road and South and East of the following described line:

Beginning at a point in the center of the County Road, said point being located 1062.14 feet North and 1177.34 feet East of the center of said Section 3;

3;
thence South 67° 31' 15" West 117.90 Feet;
thence 108.96 feet along the arc of a 36° curve right through a central angle of 39° 13' 29";
thence North 73° 15' 15" West 32.25 feet;
thence 84.74 feet along the arc of a 56° curve left through a central angle of 47° 27' 11";
thence South 59° 17' 33" West 122.96 feet;
thence 70.15 feet through the arc of a 14° curve right through a central angle of 9° 49' 16";
thence South 69° 06' 49" West 493.79 feet;
thence 472.39 feet along the arc of a 12° curve left through a central angle of 56° 41' 14";
thence South 12° 25' 35" West 117.58 feet;
thence 158.32 feet along the arc of an 8° curve left through a central angle of 12° 39' 56";
thence South 00° 14' 21" East 26.49 feet;
thence 69.19 feet along the arc of a 6° curve right through a central angle of 4° 09' 05";
thence South 03° 54' 44" West 116.93 feet;

thence 106.94 feet along the arc of a 4° curve right through a central angle of 4° 16' 40";
thence South 08° 11' 24" West 11.74 feet;
thence 169.29 feet along the arc of an 8° curve left through a central angle of 13° 32' 59";
thence South 05° 21' 11" East 37.19 feet;
thence 192.50 feet along the arc of an 8° curve left through a central angle of 15° 23' 59";
thence South 20° 45' 10" East 41.68 feet;
thence 129.98 feet along the arc of a 30° curve right through a central angle of 38° 59' 40";
thence South 18° 14' 30" West 102.10 feet;
thence 47.60 feet along the arc of a 32° curve right through a central angle of 15° 13' 57";
thence South 33° 28' 27" West 36.50 feet;
thence 70.03 feet along the arc of a 56° curve left through a central angle of 39° 13' 04";
thence South 05° 44' 37" East 32.80 feet;
thence 48.23 feet along the arc of a 44° curve right through a central angle of 21° 13' 16";
thence South 15° 28' 39" West 19.97 feet;
thence 60.69 feet along the arc of a 10° curve right through a central angle of 06° 04' 07";
thence South 21° 32' 46" West 118.48 feet;
thence 34.80 feet along the arc of an 18° curve left through a central angle of 6° 15' 53" to the south line of the NE¼ of the SW¼;

The NW¼NW¼;

Section 4: The SE¼NE¼ and the SE¼;

Section 9: The NE¼; the E½NW¼; the NE¼SW¼ and the N½SE¼;

Section 10: All; SAVE AND EXCEPT the S½SE¼SE¼; and less any portion lying west of the Charleston Highway; also SAVE AND EXCEPT that portion of the NE¼NE¼ situated East of the centerline of West Beaver Hill County Road; also SAVE AND EXCEPT that portion of the E½SE¼ situated East of the centerline of West Beaver Hill County Road, excepting therefrom the S½SE¼SE¼SE¼ as described in Deed bearing Microfilm Reel No. 79-2-7033, Records Of Coos County, Oregon.

Section 11: That portion of the W½W½ situated West of the centerline of West Beaver Hill County Road.

Section 15: The NE¼; **EXCEPTING** therefrom the following seven parcels:

- (1) Beginning at a point which is North 804.02 feet and West 586.47 feet from the quarter corner common to Sections 14 and 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon;
thence 352.34 feet along a 550 foot radius curve to the right through a central angle of 36° 42' 18.4" the long chord of which bears North 86° 2' 27.8" West 346.34 feet;
thence North 11° 30' 38.8" West 653 feet;
thence South 88° 53' 31" East 114.73 feet to the point of curvature of a 250 feet curve to the left;
thence along said curve 99.95 feet through a central angle of 22° 54' 30";
thence North 68° 12' East 40 feet to the point of curvature of a 200 foot radius curve to the right;
thence along said curve 42.58 feet through a central angle of 12° 11' 58";
thence South 14° 46' 36.5" East 727.50 feet to the point of beginning.
EXCEPTING a 30 foot easement along the northerly boundary extending 30 feet at right angles to the south of the above described lines;
ALSO EXCEPT a 60 foot easement along the southerly boundary extending 60 feet at right angles to the northerly side of said southerly boundary.
- (2) A parcel of land 30 feet in width, the centerline being described as follows:
Beginning at a point which is North 804.02 feet and West 586.47 feet of the quarter corner common to Sections 14 and 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon;
thence North 14° 46' 36.5" West 45 feet to the true point of beginning;
thence North 75° 13' 23.5" East 416 feet, more or less, along the centerline of a parcel 30 feet in width to a point on the west boundary of the Charleston County Highway;
- (3) Beginning at a point which is 862.04 feet North and 601.77 feet West of the quarter corner common to Sections 14 and 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon;
thence North 14° 46' 36.5" West 667.50 feet to a point on the centerline of a road right of way;
thence along said road on a 200 foot radius curve right for a distance of 152.02 feet through a central angle of 43° 33' 02";
thence South 56° 03' East 22.94 feet to the point of curvature of a 205 foot radius curve to the left;
thence along said curve 74.07 feet through a central angle of 20° 42' 11";
thence South 76° 45' 11" East 212.08 feet, more or less, to the west boundary of a county road;

thence leaving said road centerline and following the westerly boundary of the Charleston County Road in a southeasterly direction 438 feet, more or less, to a point which is North 75° 13' 23.5" East of the point of beginning;
thence South 75° 13' 23.5" West 416 feet, more or less, to the point of beginning.

- (4) A tract of land lying in the NE¼ of Section 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said property lying West of the new Seven Devils-Charleston Highway and North of the centerline of that present roadway which serves the property of Iva M. Long, Eugene Elbert, Lester J. Teel, et al., in Section 16, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, as well as serving Coos County in Section 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, which road is hereinafter referred to as the "Long Road," and said tract being more particularly described as follows:

Beginning at the intersection of the west boundary of the new Seven Devils-Charleston Highway with the centerline of the aforementioned Long Road;

thence northerly along the west boundary of the new Seven Devils-Charleston Highway for a distance of 400 feet;

thence due West to a point, from which if a line was drawn due South to the centerline of the Long Road and was thence run easterly along the centerline of said Long Road to the point of beginning, would encompass 5 acres of land;

thence from said point run due South to the centerline of Long Road;

thence run easterly along the centerline of Long Road to the point of beginning; the above tract being a 5 acre parcel bounded on the south by the centerline of the aforementioned Long Road, on the East by a line running northerly along the West boundary of the new Seven Devils-Charleston Highway for a distance of 400 feet from the intersection of said highway boundary with the centerline of Long Road, on the North by a line run due west from the northerly terminus of the east boundary as aforementioned, and bounded on the west by a line to be hereafter determined by survey so as to produce a tract of 5 acres.

- (5) Beginning at a pipe ¾ inches in diameter and 40 inches long driven 36 inches into the ground, marking a point which is 2051.31 feet North by true bearing and 1220.09 feet West of the quarter corner common to Sections 14 and 15 in Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon;
thence South 19° 35' 16" East 282.00 feet to a ¾ inch pipe post;
thence North 89° 57' 10" East 700.00 feet, more or less, to the westerly right of way line of the county road;

thence North 10° 05' West 335.00 feet along said right of way line to a point which is North 85° 20' 54" East of the point of beginning;
thence South 85° 20' 54" West 740 feet to the point of beginning.

(6) That portion of the E½ of the NE¼ of Section 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, lying East of the centerline of West Beaver Hill Road.

(7) Except any portion embraced in the West Beaver Hill Road.

The hereinabove described Property being **SUBJECT TO:**

1. Rights reserved in federal patents or state deeds, mineral or fossil rights reservations, exceptions or conveyances made by prior owners.
2. As disclosed by the assessment and tax roll, the land herein described has been classified/assessed as forestland. If the land becomes disqualified for this special classification/assessment under ORS Chapter 321 or any subsequent statute, any additional tax or penalties plus interest that may be levied shall be the responsibility of Grantee.
3. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
4. All planning, zoning, health and other governmental regulations, if any, affecting subject property; all building, use, zoning, environmental and protected species restrictions general to the area.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.
6. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
7. Rights of the State of Oregon in and to that portion of the Property, if any, lying in the bed or former bed of all rivers and creeks, if it is navigable.
8. Any question that may arise due to shifting or change in the course of any river or creek located on the Property.
9. Any prohibition or limitation on the use, occupancy or improvements of the Property resulting from the rights of the public or riparian owners to use any waters which may cover the Property or to use any portion of the Property which is now or may formerly have been covered by water.
10. All matters of public record, and all covenants, conditions, reservations, restrictions, easements and rights of way for public and/or private roads and roadways, railroads and utilities heretofore established and existing on said Property and all matters evident on the ground.

- - - End of Exhibit A - - -

**Exhibit D
Tentative Plat**




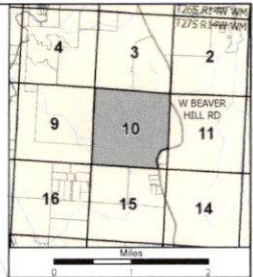


87-5-5694: NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10, West of the centerline of West Beaver Hill Rd.
 Book 89, Page 238: All of Section 10 in Township 27 South of Range 14 West, W.M.

Tentative Plat - For Lot Validation
e.g. Seven Devils Lot 25

Tract C Tax Lot 7S14W00TL0040000
 APN# 754990 Sec 10 T27S R14W W.M.

	Date: April 27, 2024
Figure 1	



27S14W-00-00600
ACCT #755203
WEYERHAEUSER
NR COMPANY

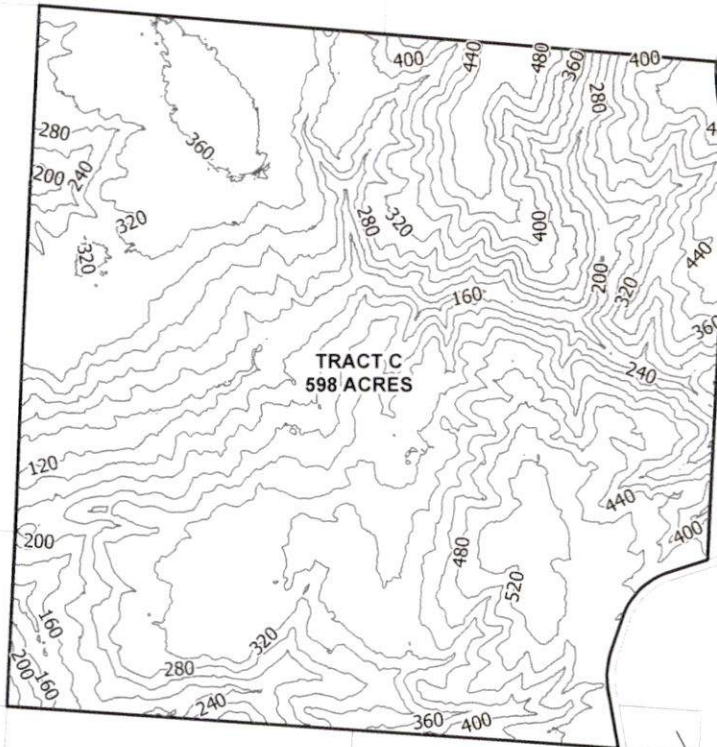
27S14W-00-00400
ACCT #754990
WEYERHAEUSER
NR COMPANY

**NE 1/4 OF THE NE 1/4 AND THE E 1/2
OF THE SE 1/4 OF SECTION 10, WEST
OF THE CENTERLINE OF WEST
BEAVER HILL ROAD**

27S14W-00-00500
ACCT # 755000
COOS COUNTY

27S14W-00-00200
ACCT #754300
COOS COUNTY

27S14W-00-00400
ACCT #754990
WEYERHAEUSER
NR COMPANY



27S14W-00-00100
ACCT #5753900
COOS COUNTY

27S14W-00-00800
ACCT #755200
PHILLIPS
CARMEN FORK

27S14W-00-00400
ACCT #754990
WEYERHAEUSER
NR COMPANY

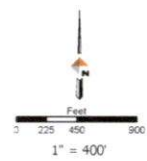
27S14W-00-00500
ACCT # 755000
LONG, BERT J.

27S14W-00-00600
ACCT # 760600
COOS COUNTY

27S14W-00-00500
ACCT #760500
WEYERHAEUSER
NR COMPANY

27S14W-00-01100
ACCT #758902
GIDDINGS, LEANNA

W BEAVER HILL RD



Note:
Lot does not contain any dwellings.
Lot does not contain any utilities.
Zoning is Forest (F), Natural Resource Area

This plat was prepared from record data only per O.R.S. 92.055. No field survey has been conducted. All map data and descriptions are based solely upon information available in the public records. No warranty is made as to the correctness of the dimensional data and the survey monuments shown and no liability is assumed if said information is in error. This map does not constitute a boundary survey and is subject to any discrepancies which a complete and accurate boundary survey would disclose.

Potential purchasers are hereby notified that the parcel and total areas and dimensions shown along the plat boundary may be subject to change upon completion of a proper boundary (field) survey.

Specific minimum property areas (based upon best available evidence at the time of future application) are required in some county zones. Potential purchasers should investigate zoning requirements, conditions, and approved uses.

Owner:
Weyerhaeuser NR (WNR)
16821 SE MC Gillivray Blvd #112
Vancouver, WA, 98684
(360) 891-3365
Applicant:
Manah Mitchell
7200 NE 41st Street, Suite 204
Vancouver, WA 98662
(360) 314-2391

Tentative Plat - For Lot Validation e.g. Seven Devils Lot 25	
Tract C Tax Lot 7S14W00TL0040000 APN# 754990 Sec 10 T27S R14W W.M.	
	Date: April 27, 2024
Figure 2	

Exhibit E
ACU-17-018





NOTICE OF LAND USE DECISION BY THE COOS COUNTY PLANNING DIRECTOR

Coos County Planning
225 N. Adams St.
Coquille, OR 97423
<http://www.co.coos.or.us/>
Phone: 541-396-7770
Fax: 541-396-1022

Date of this Decision: November 7, 2017

File Number: ACU-17-018

Applicant: Kathy Hathaway

Account Number/
Map Number: See attached "Exhibit D"

Property Owner: COOS COUNTY
FORESTRY DEPT.
250 N BAXTER ST
COQUILLE, OR 97423

Situs Address: N/A

Acreage: See attached "Exhibit D"

Zoning: The properties are zoned Forest

Proposal: Request for Planning Director Approval for a non-motorized recreational trail use within the Forest zone as provided by Coos County Zoning and Land Development Ordinance (CCZLDO) § 4.6.110 Administrative Conditional Development and Use, § 4.6.130 Additional Criteria for all Administrative and Hearings Body Application Review, and § 4.6.140 Development and Siting Criteria.

Decision: This request meets the criteria subject to conditions of approval found at Exhibit A. **Approval** is based on findings and facts represented in the staff report.

This notice is to serve as public notice and decision notice and if you have received this notice by mail it is because you are a participant, adjacent property owner, special district, agency with interest, or person with interest in regard to the following land use application. Please read all information carefully as this decision may affect you. (See attached vicinity map for the location of the subject property).

Notice to mortgagee, lien holder, vendor or seller: ORS Chapter 215 requires that if you receive this notice, it must be forwarded to the purchaser.

The purpose of this notice is to inform you about the proposal and decision, where you may receive more information, and the requirements if you wish to appeal the decision by the Director to the Coos County Hearings Body. Any person who is adversely affected or aggrieved or who is entitled to written notice may appeal the decision by filing a written appeal in the manner and within the time period as provided below pursuant to Coos County Zoning and Land Development Ordinance (CCZLDO) Article 5.8. If you are mailing any documents to the Coos County Planning Department the address is 250 N. Baxter,

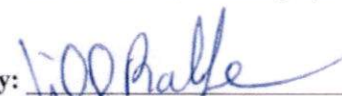
Coquille OR 97423. Mailing of this notice to you precludes an appeal directly to the Land Use Board of Appeals.

The application, staff report and any conditions can be found at the following link: <http://www.co.coos.or.us/Departments/Planning/PlanningDepartment-Applications2016.aspx> . The application and all documents and evidence contained in the record, including the staff report and the applicable criteria, are available for inspection, at no cost, in the Planning Department located at 225 North Adams Street, Coquille, Oregon. Copies may be purchased at a cost of 50 cents per page. The decision is based on the application submittal and information on record. The name of the Coos County Planning Department representative to contact Sierra Brown, Planning Specialist and the telephone number where more information can be obtained is (541) 396-7770.

This decision will become final at 5 P.M. on November 22, 2017 unless before this time a completed **APPLICATION FOR AN APPEAL OF A DECISION BY THE PLANNING DIRECTOR** form is submitted to and received by the Coos County Planning Department.

Failure of an issue to be raised in a hearing, in person or in writing, or failure to provide statements of evidence sufficient to afford the Approval Authority an opportunity to respond to the issue precludes raising the issue in an appeal to the Land Use Board of Appeals.

Prepared by:  Date: November 7, 2017
Sierra Brown, Planning Specialist

Authorized by:  Date: November 7, 2017
Jill Rolfe, Planning Director

EXHIBITS

Exhibit A: Conditions of Approval
Exhibit B: Vicinity Map

The Exhibits below are mailed to the Applicant only. Copies are available upon request or at the following website: <http://www.co.coos.or.us/Departments/Planning/PlanningDepartment-Applications2016.aspx> or by visiting the Planning Department at 225 N. Baxter, Coquille OR 97423. If you have any questions please contact staff at (541) 396-7770.

Exhibit C: Staff Report
Exhibit D: Subject properties
Exhibit E: Comments Received

EXHIBIT "A"
CONDITIONS OF APPROVAL

1. As a condition of approval the applicant shall comply with any parking requirements set by the Roadmaster.
2. Shall comply with comments received from the Department of State Lands.
3. The trail may be closed intermittently for forest operations. Signs shall be posted during those times to inform trail users.
4. The trail shall have navigational aids that allow for riders that have an emergency to be able to identify their location. This will reduce any impacts to surrounding farm and forest properties.

EXHIBIT "B"

VICINITY MAP



COOS COUNTY PLANNING DEPARTMENT

Mailing Address: 250 N. Baxter, Coos County Courthouse, Coquille, Oregon 97423
 Physical Address: 225 N. Adams, Coquille Oregon
 Phone: (541) 396-7770
 Fax: (541) 396-1022/TDD (800) 735-2900

27S14W21TL0040000	28S13W32TL0050000
27S14W00TL0120000	27S14W00TL0130000
27S13W04TL0040000	27S13W09TL0050000
27S13W05TL0010000	27S13W17TL0050000
27S13W06TL0010000	27S14W00TL0020000
	27S13W18TL0010000
	27S13W08TL0010000
27S14W09TL0010000	27S13W07TL0010000
27S14W15TL0070000	27S14W25TL0030000
27S14W15TL0090000	27S14W18TL0150000
27S14W21TL0010000	27S14W18TL0150000
27S13W30TL0090000	27S14W21TL0010000
27S14W218TL0010000	27S14W218TL0010000

Sources: Esri, HERE, DeLorme,
 Intermap, Infocision, F Corp.,
 GEBCO, IRIGS, FAO, NPS,
 NRCAN, Geobase, IGN,
 Swisstopo

File: ACU-17-018
 Applicant/ Owner: Coos County
 Date: November 1, 2017
 Location: See Description on Notice
 Proposal: Administrative Conditional Use

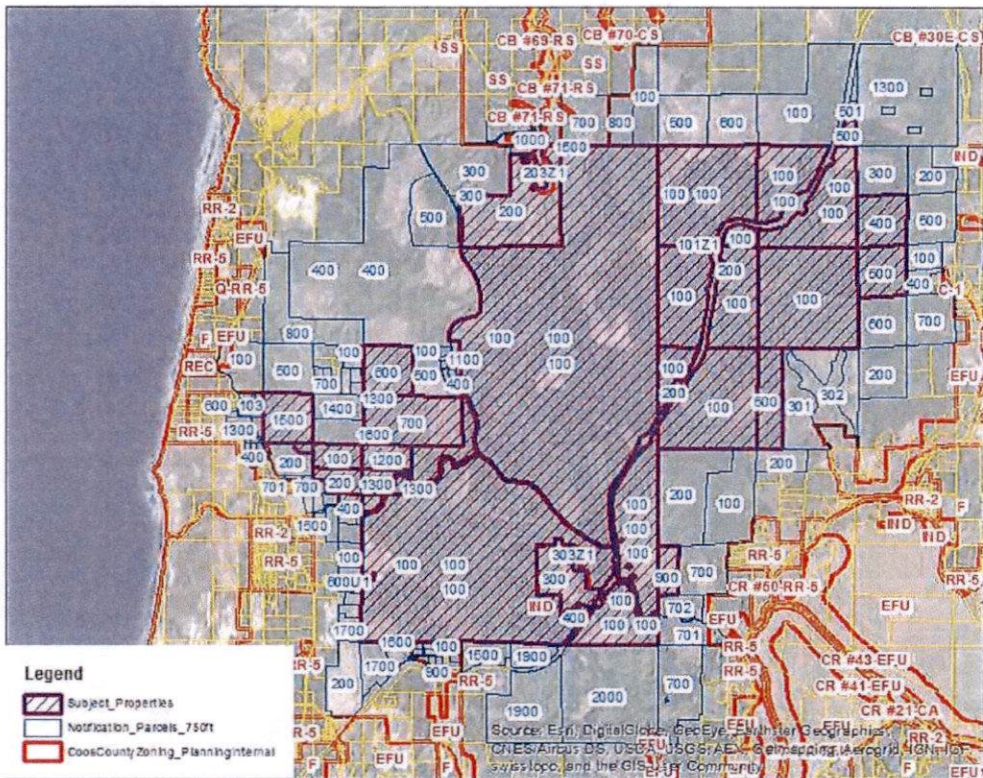


EXHIBIT "C"
Staff Report

File Number: ACU-17-018
Applicant: Kathy Hathaway

Account Number/
Map Number: See attached "Exhibit D"

Property Owner: COOS COUNTY
FORESTRY DEPT.
250 N BAXTER ST
COQUILLE, OR 97423

Situs Address: N/A

Acreage: See attached "Exhibit D"

Zoning: Forest

Reviewing Staff: Sierra Brown, Planning Specialist
Date of Report: November 7, 2017

I. PROPOSAL

Request for Planning Director Approval for a non-motorized recreational trail use within the Forest zone as provided by Coos County Zoning and Land Development Ordinance (CCZLDO) § 4.6.110 Administrative Conditional Development and Use, § 4.6.130 Additional Criteria for all Administrative and Hearings Body Application Review, and § 4.6.140 Development and Siting Criteria.

II. BACKGROUND INFORMATION

The trail is part of the Coos County Comprehensive Plan Goals and grant funding was secured to develop this trail system. This is a mountain biking trail.

III. PROPERTY DESCRIPTION AND PROPOSAL

LAWFULLY CREATED: The subject properties are acknowledged as lawfully created parcels pursuant to CCZLDO § 6.1.125(8) as they were described by legal descriptions conveying real property prior to 1986 and § 6.1.125(2) as they were determined to be a legal lot or parcel through a prior county approval.

LOCATION: The subject properties are located north of the City of Bandon, see vicinity map for location.

SITE DESCRIPTION AND SURROUNDING USES:

- a. **SITE DESCRIPTION AND SURROUNDING USES:** Most of the subject properties are zoned Forest (F). However, there are two (2) properties that have some industrial zoning but the trail will remain in the Forest portion of the property.

- b. **PROPOSAL:** Request for Planning Director Approval for a non-motorized recreational trail use within the Forest zone as provided by Coos County Zoning and Land Development Ordinance (CCZLDO) § 4.6.110 Administrative Conditional Development and Use, § 4.6.130 Additional Criteria for all Administrative and Hearings Body Application Review, and § 4.6.140 Development and Siting Criteria.

IV. APPROVAL CRITERIA & FINDINGS OF FACT

- **SECTION 4.6.110 ADMINISTRATIVE CONDITIONAL DEVELOPMENT AND USE**

The uses and their accessory uses listed in this section may be permitted as an administrative conditional use subject to applicable development standards for Forest and Forest Mixed Use zone and the following criteria.

1. Non Residential Uses:

k. Non-motorized recreational trails located on land owned or maintained by the federal government, the State of Oregon, an Oregon municipal corporation, or other Unit of Local Government, as that term is defined in ORS 190.003, but not including any public utility, for public use or any recreational activity identified in the recreational master plan portion of the Coos County Comprehensive Plan.

Finding: A non-motorized recreational trail is allowed pursuant to a conditional use review by the Coos County Planning Director. This application satisfies this portion of the criteria. The trail will be a mountain biking trail open to the public to support recreational and economic development in the Coos County Forest. Coos County is a unit of local government as defined by ORS 190.003.

- **SECTION 4.6.130 ADDITIONAL CRITERIA FOR ALL ADMINISTRATIVE AND HEARINGS BODY APPLICATION REVIEW:**

All Conditional Use Applications (Administrative and Hearings Body) are subject to requirements that are designed to make the use compatible with forest operations and agriculture and to conserve values found on forest lands as follows:

- 1. The proposed use will not force a significant change in, or significantly increase the cost of, accepted farming or forest practices on agriculture or forest lands.*

- 2. The proposed use will not significantly increase fire hazard or significantly increase fire suppression costs or significantly increase risks to fire suppression personnel.*

3. All uses must comply with applicable development standards and fire siting and safety standards.

Finding: The project will be within the interior boundary of the county forest. Surrounding properties are zoned forest, rural residential, industrial, South Slough, Coos Bay Estuary and one small portion of a property zoned Exclusive Farm Use (EFU). The EFU portion is within Coos County's ownership and not being utilized for farming. The trail will have navigational aids along the route to ensure that recreational users will remain on the trail and not impact any other properties. The trail will clear a path for mountain bikes and the trail will be maintained with regular removal of brush and invasive plants. When the property is logged a buffer and possible closing of a portion of the trails will be done to ensure safety. There will be distance markers along the trail in case of an emergency. The county will take steps through signage to ensure that the fire risks will remain minimal. This may be reduced usage of the trail in the fire season. There is fire protection equipment on the county property near the site and when logging is taking place there will be fire suppression equipment on site. There are no structures proposed; therefore, there are no applicable fire siting and safety standards to comply with.

- **SECTION 4.6.140 DEVELOPMENT AND SITING CRITERIA:**

This section contain all of the development standards for uses (unless otherwise accepted out by a use review) and all of the siting standards for development.

Finding: The criteria listed in Section 4.6.140 will not apply to this use. The trail will remain on the interior portion of the counties ownership. However, it is unclear if there will be any parking standards required. If the Roadmaster has any requirements for parking the applicant will fulfill as a condition of approval.

VI. DECISION:

There is evidence to adequately address the criteria for a non-motorized trail in a resource zone. There are conditions that apply to this use that can be found at Exhibit "A".

VII. EXPIRATION AND EXTENSION OF CONDITIONAL USES

SECTION 5.2.600 EXPIRATION AND EXTENSION OF CONDITIONAL USES

Any conditional use not initiated within the time frame set forth in subsection (3) of this section may be granted an extension provided that an applicant has made a request and provided the appropriate fee for an extension prior to the expiration of the conditional use permit approval. Such request shall be considered an Administrative Action and shall be submitted to the Director.

1. Extensions on Farm and Forest (Resource) Zoned Property shall comply with OAR 660-033-0140 Permit Expiration Dates which states:

a. Except as provided for in subsection (e) of this section, a discretionary decision, except for a land division, made after the effective date of this section approving a proposed development on agricultural or forest land outside an urban growth boundary is void two

years from the date of the final decision if the development action is not initiated in that period.

b. Coos County may grant one extension period of up to 12 months if:

- i. An applicant makes a written request for an extension of the development approval period;*
- ii. The request is submitted to the county prior to the expiration of the approval period;*
- iii. The applicant states reasons that prevented the applicant from beginning or continuing development within the approval period; and*
- iv. The county determines that the applicant was unable to begin or continue development during the approval period for reasons for which the applicant was not responsible.*

c. Additional one-year extensions may be authorized where applicable criteria for the decision have not changed.

d. If a permit is approved for a proposed residential development on agricultural or forest land outside of an urban growth boundary, the permit shall be valid for four years. An extension of a permit described in subsection (e) of this section shall be valid for two years.

e. For the purposes of subsection (e) of this section, "residential development" only includes the dwellings provided for under in the EFU and Forest zones in Chapter 4.

f. Extension requests do not apply to temporary use permits, compliance determinations or zoning compliance letters.

2. Extensions on all non-resource zoned property shall be governed by the following.

a. The Director shall grant an extension of up to two (2) years so long as the use is still listed as a conditional use under current zoning regulations.

b. If use or development under the permit has not begun within two (2) years of the date of approval and an extension has not been requested prior to the expiration of the conditional use then that conditional use is deemed to be invalid and a new application is required.

c. If an extension is granted, the conditional use will remain valid for the additional two years from the date of the original expiration.

3. Time frames for conditional uses and extensions are as follows:

a. All conditional uses within non-resource zones are valid four (4) years from the date of approval; and

b. All conditional uses for dwellings within resource zones outside of the urban growth boundary or urban unincorporated community are valid four (4) years from the date of approval.

c. All non-residential conditional uses within resource zones are valid (2) years from the date of approval.

d. For purposes of this section, the date of approval is the date the appeal period has expired and no appeals have been filed, or all appeals have been exhausted and final judgments are effective.

e. Additional extensions may be applied.

4. Extensions are subject to notice as described in § 5.0.900(2) and appeal requirements of 5.8 for a Planning Director's decision.

VIII. NOTICE REQUIREMENTS:

A notice of decision will be provided to property owners within 750 feet of the subject properties and the following agencies, special district or parties:

Dave Perry, DLCD
Assessor's Office
Planning Commission
Board of Commissioners
Special Interest Parties
Coos County Road Department
Coos Forest Protective Association

Southern Coos General Health
Coos Bay School District
Oregon International Port of Coos Bay

EXHIBIT "D"

List of Properties

Map_No	Tax lot	Tax Account	ACRES	PLAN ZONE
26S13W32	500	542301	25.57	F
27S13W04	400	697500	160	F
27S13W05	100	697700	279.15	F
27S13W05	100	697790	293.91	F
27S13W06	100	698190	322.37	F
27S13W06	100	698100	302.67	F
27S13W07	100	698400	598.74	F
27S13W08	100	698800	640	F
27S13W09	500	699900	160	F
27S13W17	500	708501	160	F
27S13W18	100	709000	610.55	F
27S13W30	900	719500	65.2	F
27S14W00	100	753900	2971.64	F
27S14W00	100	753980	156.56	F
27S14W00	100	753990	3393.71	F
27S14W00	200	754300	433.29	F
27S14W00	500	755000	197.29	F
27S14W00	1200	763900	80	F
27S14W00	1300	764000	75.57	F
27S14W15	600	760600	152.29	F
27S14W15	700	760700	320	F
27S14W21B	100	763200	10.66	F
27S14W21	100	763100	80	F
27S14W21	200	763000	70	F
27S14W21	400	763702	36.48	F
27S14W25	300	754000	173.7	IND
27S14W25	400	754100	17.6	IND

EXHIBIT "E"



WETLAND LAND USE NOTIFICATION RESPONSE
OREGON DEPARTMENT OF STATE LANDS
775 Summer Street NE, Suite 100, Salem, OR 97301-1279
Phone (503) 986-5200
www.oregonstatelands.us

DSL File Number: WN2017-0416

Cities and counties have a responsibility to notify the Department of State Lands (DSL) of certain activities proposed within wetlands mapped on the Statewide Wetlands Inventory. Elizabeth Standley from county of Coos submitted a WLUN pertaining to local case file #:ACU-17-018.

Activity location:

township: 27S range: 14W section: 14, 15, 21, quarter-quarter section:
22, 23

tax lot(s): multiple

street address:

city:

county: Coos

latitude: 43.223627

longitude: -124.345038

Mapped wetland/waterway features:

- The national wetlands inventory shows a waterway on the property.
- The county soil survey shows hydric (wet) soils on the property. Hydric soils indicate that there may be wetlands.
- The property includes designated essential salmonid habitat.

Oregon Removal-Fill requirement (s):

- A state permit is required for 50 cubic yards or more of removal and/or fill in wetlands, below ordinary high water of streams, within other waters of the state, or below highest measured tide where applicable.
- A state permit is required for any amount of fill, removal, and/or other ground alteration in essential salmonid habitat and within adjacent off-channel rearing or high-flow refugia habitat with a permanent or seasonal surface water connection to the stream.

Your activity:

- A state permit will be required for the proposed project if removal, fill, or movement of material below the ordinary high water line of creeks exceeds thresholds allowed--see comments below..

Contacts:

- For permit information and requirements contact DSL Resource Coordinator (see website for current list) [http://www.oregonstatelands.us/DSL/contact_us_directory.shtml#Wetlands Waterways](http://www.oregonstatelands.us/DSL/contact_us_directory.shtml#Wetlands%20Waterways)
- For removal-fill permit and/or wetland delineation report fees go to http://www.oregon.gov/DSL/PERMITS/docs/rf_fees.pdf
- A permit may be required by the U.S. Army Corps of Engineers (503-808-4373).

This is a preliminary jurisdictional determination and is advisory only.

Comments: Based on available in-house information, it is unlikely that the project area contains wetlands, but the trails may cross jurisdictional streams. A project total of 50 cubic yards of material removed, filled, or moved below the ordinary high water line of the creeks will require a permit from our department. However, DaFoe Creek is designated as essential salmonid habitat downstream from a point just above the confluence with a tributary in tax lot 1200. The 50 cubic yard threshold does not apply in this portion of DaFoe Creek, and any amount of ground work below OHW would require a state permit. We advise that you either culvert or bridge the trail crossing of this portion of DaFoe Creek.

Response by: _____ date: 09/20/2017