



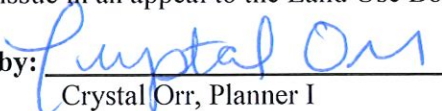
	154.31 Acres	114.44 Acres
Acres	CREMP AQUATIC D21 CONSERVATION (CRA21C)	CREMP AQUATIC D21 CONSERVATION (CRA21C)
Zonings	CREMP SHORELAND SEGMENT 55 (CRS55) EXCLUSIVE FARM USE (EFU)	CREMP SHORELAND SEGMENT 55 (CRS55) EXCLUSIVE FARM USE (EFU)

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.

Mailed notices to owners of real property required by ORS 215 shall be deemed given to those owners named in an affidavit of mailing executed by the person designated by the governing body of a county to mail the notices. The failure of the governing body of a county to cause a notice to be mailed to an owner of a lot or parcel of property created or that has changed ownership since the last complete tax assessment roll was prepared shall not invalidate an ordinance.

The application, staff report and any conditions can be found at the following link: <http://www.co.coos.or.us/Departments/Planning/PlanningDepartment-Applications2020.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 is Crystal Orr, Planner I and the telephone number where more information can be obtained is (541) 396-7770.

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.

Reviewed by:   
Crystal Orr, Planner I

Date: Friday, August 21, 2020 .

**This decision is authorized by the Coos County Planning Director, Jill Rolfe based on the staff's analysis of the Findings of Fact, Conclusions, Conditions of approval, Application and all evidence associated as listed in the exhibits.**

EXHIBITS

Exhibit A: Conditions of Approval

Exhibit B: Vicinity Map

Exhibit C: Before & After Maps

The following exhibits are on file at the Coos County Planning Department and may be accessed by contacting the department. All noticeable decisions are posted on the website for viewing when possible.

Exhibit D: PLA-20-012 Staff Report - **Findings of Fact and Conclusions**

Exhibit E: Comments Received

Exhibit D: Application

**EXHIBIT "A"**  
**CONDITIONS OF APPROVAL**

The applicant shall comply with the following conditions of approval with the understanding that all costs associated with complying with the conditions are the responsibility of the applicants and that the applicants are not acting as an agent of the county. If the applicant fails to comply or maintain compliance with the conditions of approval the permit may be revoked as allowed by the Coos County Zoning and Land Development Ordinance. Please read the following conditions of approval and if you have any questions contact planning staff.

1. All applicable mapping and filing requirements shall be complied with as listed below. If a map is required it shall be submitted to the Surveyor's office with the deeds. The deeds shall not be filed and that map has the appropriate signatures. Copies of all recorded deeds shall be submitted as the final step in the process.
2. Tax lot 700 and 800 must be consolidated prior to recording the property line adjustment deed. Please provide a copy to our department (Coos County Planning).

Mapping and Filing Requirements

1. Map and Monuments Required:
  - a. For any resulting lot or parcel ten acres or less, a survey map that complies with ORS 209.250 shall be prepared;
  - b. The survey map shall show all structures within ten (10) feet of the adjusted line;
  - c. The survey shall establish monuments to mark the adjusted line.
2. Approval and Filing Requirements:
  - a. Upon determination that the requirements of this section have been met, the Director shall advise the applicant in writing that the line adjustment is tentatively approved;
  - b. Within one year from the date of tentative approval, the applicant shall prepare and submit to the Director any map required by Section 6.2.800(4) and Section 6.2.800(5) if a survey is required. If no map is required, the applicant shall submit proof that the requirements of the tentative approval have been met. The Director shall indicate final approval by endorsement upon the map, if any, or if no map is required the Director shall advise the applicant in writing that final approval has been granted;
  - c. Once endorsed by the Director, the map shall then be submitted to the County Surveyor. When the map is filed, the County Surveyor shall indicate the filing information on the map;
  - d. A line adjustment shall be effective when the map is filed by the County Surveyor and an instrument (e.g. deed or covenant) is recorded with the County Clerk. If no map is required, then the line adjustment shall be effective when final approval is granted by the Director and an instrument is recorded with the County Clerk;
  - e. If a survey is required, the Deed shall be recorded and the Survey Map shall be filed simultaneously. The survey map, with the signature of the Coos County Planning Director shall be submitted to the County Surveyor along with the required filing fee. The survey map will be given a filing number which will be added to the Property Line Adjustment deed. The deed will then be recorded whereupon the recording number for said deed will be added to the face of the survey map. Said map will then be filed with the County Surveyor, completing the process.
  - f. The property line adjustment deed must be submitted on the exact format found in § 6.3.175.f.

EXHIBIT "B"

VICINITY MAP



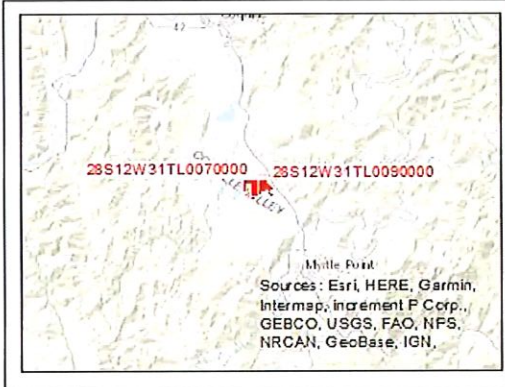
**COOS COUNTY PLANNING DEPARTMENT**

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



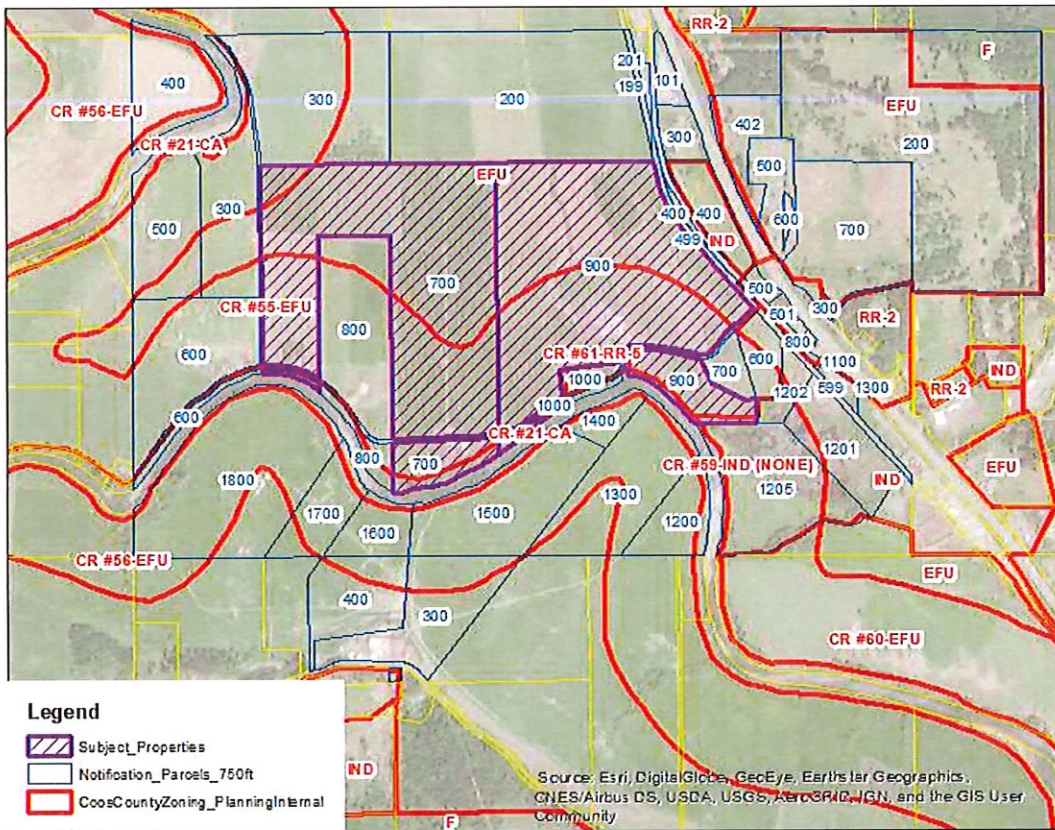
File: PLA-20-012

Applicant/  
Owner: Ernest & Lynne Allen L/E/  
Saralee Schmidt Varney ET AL

Date: August 11, 2020

Location: Township 28S Range 12W  
Section 31 TL 700 & 900

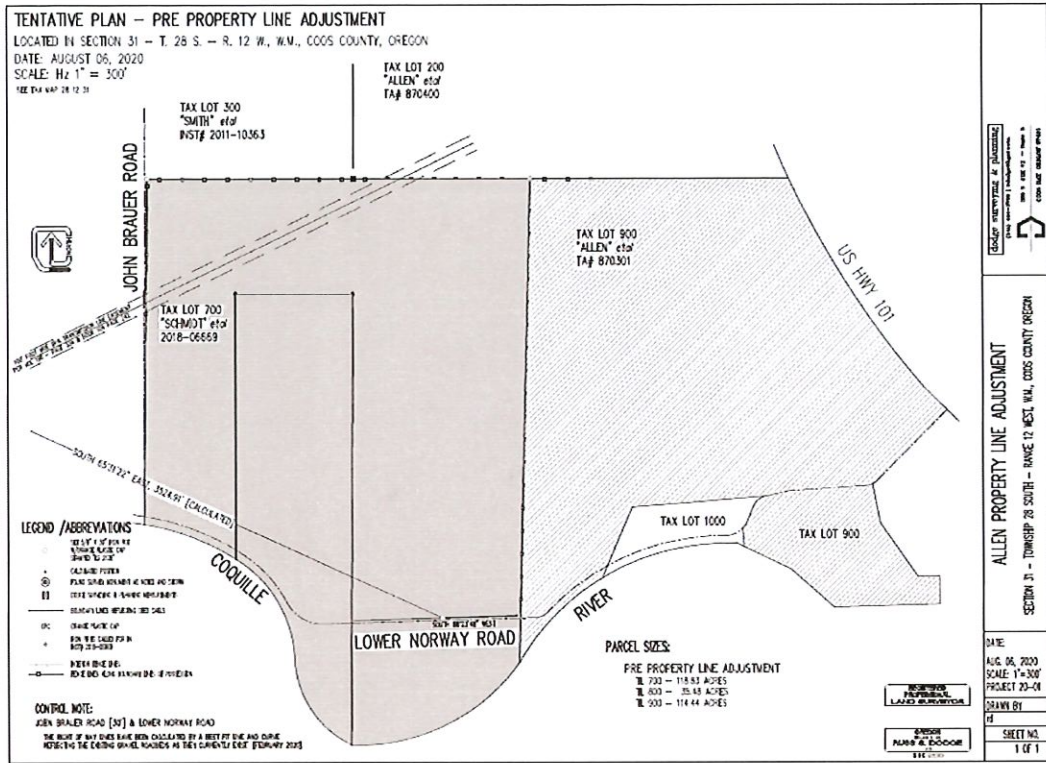
Proposal: Property Line Adjustment



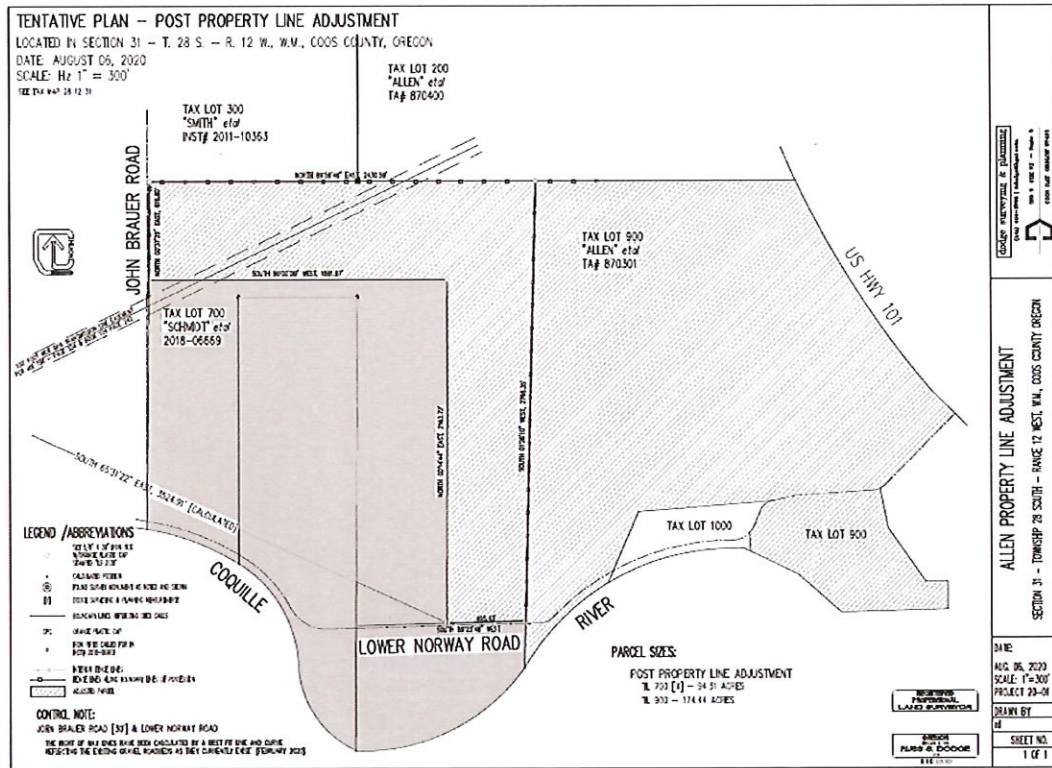
# EXHIBIT "C"

## BEFORE & AFTER MAPS

Before



After



**EXHIBIT "D"**  
**STAFF REPORT**  
**FINDINGS OF FACT AND CONCLUSIONS**

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**I. PROPOSAL AND BACKGROUND/PROPERTY HISTORY INFORMATION:**

- A. Proposal:** The proposal is a request for Planning Director Approval of a Property Line Adjustment between two parcels (tax lot 700 and 800 will be consolidated) to resolve a General Judgment pursuant Coos County Court Case No. 18CV51501.
- B. BACKGROUND INFORMATION:** Tax lot 700 has three (3) Single Family Dwellings and five (5) farm structures that are listed within Coos County Assessment. All of these structures have an assessed year built either prior to the ordinance, or do not list a year built. Staff reached out to the Coos County Assessor's Office and was given information that they had an old card that says "manure tank-1938, milking parlor-1939, feeder barn- 1938, loft barn- 1939 and utility building-1939).

Tax lot 800 has a Single Family Dwelling with an assessed year of 1944 and a hay cover assessed year built 1970 listed within Coos County Assessment.

Tax lot 900 has a Single Family Dwelling with an assessed year built of 1956, which also predates the CCZLDO. The Single Family Dwelling was altered through a Zoning Compliance approval in 1997 (ZCL-97-135). There are eight (8) additional structures listed on assessment that are being used for the farm use occurring on the property.

**II. BASIC FINDINGS:**

- A. LOCATION:** These units of land are located northwest of the City of Myrtle Point off of Lower Norway Lane.
- B. ZONING:** The tax lots in this case are split zoned Coquille River Estuary Management Plan Segment 55 (CR-EFU), Coquille River Estuary Management Plan Aquatic D21 Conservation (CRA21C) and Exclusive Farm Use (EFU).

**ARTICLE 4.2 – ZONING PURPOSE AND INTENT**

*Only the zones listed below are being affected by the adjustment.*

***SECTION 4.2.500 Resource Zones***

***Exclusive Farm Use (EFU)***

*These include all inventoried "agricultural lands" not otherwise found to be needed (excepted) for other uses.*

*The purpose of the EFU district is to preserve the integrity and encourage the conservation of agricultural lands within Coos County and thereby comply with the provisions of ORS 215 and OAR 660. Division 33 to minimize conflicts between agricultural practices and non-farm uses by limiting any development to uses distinguished as dependent upon or accessory to supporting agricultural or forestry production and which qualify such farm lands for special tax relief pursuant to the provisions of Oregon Revised Statutes. This zone is also for the cultivation and marketing of specialty crops, horticultural crops and other intensive farm uses.*

***Coquille river estuary management plan - Exclusive Farm Use (CREMP-EFU) Shoreland Segment ( 55-EFUS)***

*shall be managed for the continuation of farm use as defined in ORS 215.203 (2)(a) and such other farm uses as are conditionally permitted in ORS 215.213.*

**C. SPECIAL DEVELOPMENT CONSIDERATIONS AND OVERLAYS:**

*SECTION 4.11.125 Special Development Considerations: The considerations are map overlays that show areas of concern such as hazards or protected sites. Each development consideration may further restrict a use. Development considerations play a very important role in determining where development should be allowed in the Balance of County zoning. The adopted plan maps and overlay maps have to be examined in order to determine how the inventory applies to the specific site*

*SECTION 4.11.200 Purpose: Overlay zones may be super-imposed over the primary zoning district and will either add further requirements or replace certain requirements of the underlying zoning district. The requirements of an overlay zone are fully described in the text of the overlay zone designations. An overlay zone is applicable to all Balance of County Zoning Districts and any zoning districts located within the Coos Bay Estuary Management Plans when the Estuary Policies directly reference this section.*

No development is part of this proposal; therefore, there are no Special Development Considerations or Overlays required to be addressed.

**D. SITE DESCRIPTION AND SURROUNDING USES:**

The subject properties are split zoned Coquille River Estuary Management Plan Segment 55 (CR-EFU), Coquille River Estuary Management Plan Aquatic D21 Conservation (CRA21C) and Exclusive Farm Use (EFU). Both parcels appear to be using their properties for farm use. The surrounding properties are like zoned and appear to also be using their properties for farm use.

**E. COMMENTS:**

- a. **PUBLIC AGENCY:**The only comment received was from the Coos County Surveyor's office. Please see his comment at Exhibit E.
- b. **PUBLIC COMMENTS:**This application request did not require any request for comments prior to the release of the decision.
- c. **LOCAL TRIBE COMMENTS:**This application request did not require any request for comments prior to the release of the decision.

**F. LAWFULLY CREATED UNIT OF LAND:** All tax lots were lawfully created pursuant to 6.1.125.1.e by deed (700: 83-22371, 800: 80-11931 and 900: 78-33853) prior to applicable planning, zoning or subdivision or partition ordinances or regulations that prohibited the creation.

**III. STAFF FINDINGS AND CONCLUSIONS:**

a. **SUMMARY OF PROPOSAL AND APPLICABLE REVIEW CRITERIA:**

The proposal is for Planning Director Approval of a single Property Line Adjustment. The proposal is subject to Coos County Zoning and Land Development (CCZLDO) Article 6.3 Property Line Adjustments.

b. **Key definitions:**

*ACTIVITY: Any action taken either in conjunction with a use or to make a use possible. Activities do not in and of themselves result in a specific use. Several activities such as dredging, piling and fill may be undertaken for a single use such as a port facility. Most activities may take place in conjunction with a variety of uses.*

*DEVELOP: To bring about growth or availability; to construct or alter a structure, to conduct a mining operation, to make a physical change in the use or appearance of land, to divide land into parcels, or to create or terminate rights to access.*

*DEVELOPMENT: The act, process or result of developing.*

*USE: The end to which a land or water area is ultimately employed. A use often involves the placement of structures or facilities for industry, commerce, habitation, or recreation.*

*ZONING DISTRICT: A zoning designation in this Ordinance text and delineated on the zoning maps, in which requirements for the use of land or buildings and development standards are prescribed.*

*Dwelling: Any building that contains one or more dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes.*

**c. Criteria and standards for Property Line Adjustments**

**• SECTION 6.3.125 PROCEDURE:**

1. *An application for a line adjustment or elimination shall be filed by the owners of all lots or parcels affected. The application shall be accompanied by an appropriate fee and contain the following information:*
  - a. *Reason for the line adjustment;*
  - b. *Vicinity map locating the proposed line adjustment or elimination in relation to adjacent subdivisions, partitions, other units of land and roadways;*
  - c. *A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan shall also show the approximate location of all structures within ten (10) feet of the proposed adjusted line;*
  - d. *A current property report (less than 6 months old) indicating any taxes, assessment or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development. A title report is acceptable.*
  - e. *A notice of application and decision will be provided to any and all lien holders of record for the property that will be affected by the proposed adjustment. Applicants should consult with any and all such lien holders prior to submittal of an application.*

**FINDING:** **According to the application the request is for of a Property Line Adjustment. The purpose is to move the common boundary line to fulfill the General Judgment per Coos County Court Case18CV51501. Tax lot 900 has a lien through Farm Service Agency; a copy of this report will be supplied to them. The other two (2) properties (Lots 700 and 800) do not have a lien holder. Therefore, all criteria has been satisfied.**

2. *A line adjustment is permitted only where an additional unit of land is not created and where the lot or parcel reduced in size by the adjustment complies with the requirements of the applicable zone except that a line adjustment for the purpose of exchange or transfer of land between resource land owners shall be allowed so long as:*
  - a. *No parcel is reduced in size contrary to a condition under which it was formed;*
  - b. *The resulting parcel sizes do not change the existing land use pattern (e.g. two conforming parcels must remain conforming); and*
  - c. *Two non-conforming parcels may remain non-conforming; and, two parcels, one conforming and one non-conforming, may remain as such regardless of which parcel is non-conforming after the exchange or transfer).*

**FINDING:** The units of land are pre-existing conforming parcels. The adjustment will not change the conformance. The original application was submitted to process an adjustment with only tax lot 800 and 900, but this would change the conformance of the parcels (one would be conforming and the other wouldn't). Therefore staff is requiring as a condition of approval that tax lot 700 be consolidated with tax lot 800 in order to process this adjustment. The result of this adjustment will be two lawful parcels tax lot 700&800 with 94.31 acres and tax lot 900 with 174.44 acres.

Therefore, this request complies with the criteria under this section.

3. *An encroachment of existing or planned structures will not be created within required setbacks as a result of the line adjustment.*

**FINDING:** No encroachment will be created through this process and any future structures will be required to comply with the setback requirements in the applicable zoning district.

4. *A line adjustment for a lot or parcel that contains a dwelling, not on a public sanitation system, and is less than an acre before the adjustment and further reduced as a result of the adjustment shall obtain documentation from Department of Environmental Quality (DEQ) that the sanitation system will still meet their requirements.*

**FINDING:** Neither unit of land will be reduced less than one (1) acre. Therefore, this condition does not apply.

5. *In resource lands, a unit of land containing a dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling.*
  - a. *A resource unit of land less than 160 acres and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;*
  - b. *A resource unit of land 160 acres or greater and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted below 160 acres with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;*
  - c. *A resource unit of land 160 acres or greater and containing a dwelling approved as a 160-acre dwelling, or approved for construction of a 160-acre dwelling, cannot be reduced below 160 acres for the purpose of qualifying the vacant unit for a 160-acre dwelling.*

**FINDING:** This adjustment is not to qualify either unit of land for a dwelling. Therefore, this criterion does not apply.

6. *Same Designation: A line adjustment shall only be permitted where the sale or transfer of ownership is made between abutting owners of like designated lands, residential lands, commercial lands, industrial lands, resource lands, and estuary zoned lands unless an existing structure encroaches over an existing property boundary or the boundary line adjustment is required to comply with requirements of the State Department of Environmental Quality for a subsurface sewage system.*

**FINDING:** The parcels are both like zoned; therefore, this criterion has been met.

• **SECTION 6.3.150 EASEMENTS AND ACCESS:**

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

**FINDING:** There will be no effect on existing easements. Therefore, this criterion has been met.

**IV. DECISION:**

The proposed Property Line Adjustment meets the requirements of the Coos County Zoning and Land Development Ordinance, with conditions listed in Exhibit "A" of this report.

**V. EXPIRATION:**

This is a tentative approval that is valid for up to one year. To finalize this decision the applicant shall comply with the approval and filing requirements found in the conditions of approval in Exhibit "A" of this report once the appeal period has expired and an appeal has not be filed.

**VI. 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: Coquille Fire Protection District  
A Notice of Decision and Staff Report will be provided to the following: Applicants/Owners, Department of Land Conservation and Development, Planning Commission, Board of Commissioners



**COOS COUNTY SURVEYOR**  
250 N. Baxter Street, Coquille, Oregon 97423

**Michael L. Dado**  
541-396-7586  
Email [coosurvey@co.coos.or.us](mailto:coosurvey@co.coos.or.us)

June 22, 2020

PLA-20-012  
Allen Family  
28-12- 31, TL 900  
Schmidt Family  
28-12- 31, TL 700

Jill,

I have no objections to this proposed Property Line Adjustment.  
Because the parcels are greater than 10 acres in size, the new line will not need to be surveyed.  
I have no further comments at this time.

Very truly yours

Michael L. Dado

# Transmittal

## Coos County Planning

DATE: August 7, 2020

To: Crystal Orr  
Coos County Planning  
250 N. Baxter Street  
Coquille, OR. 97423

From: Russ Dodge  
dodge surveying & planning

Enclosed is a Check in the Amount of \$400.00.

This is the Additional FEE pertaining to PLA PLA 20-01. [ALLEN/SCHMIDT]

*20-012 Encroachment*

Please call or msg me if you have questions or if you need additional information.

Thank you, Russ

Email: [rdodgesurvey@gmail.com](mailto:rdodgesurvey@gmail.com)  
Cell: (541) 404-3799

Thank You,



Russ Dodge

XC: File 20-01 ALLEN

dodge surveying & planning  
SIX FIVE SIX South 12<sup>th</sup> COURT  
Coos Bay, Oregon 97420

*333 S. 3<sup>rd</sup> St  
Suite 3  
CB, OR 97420*

RECEIVED  
AUG 10 2020  
By \_\_\_\_\_

**TENTATIVE PLAN - PRE PROPERTY LINE ADJUSTMENT**

LOCATED IN SECTION 31 - T. 28 S. - R. 12 W., W.M., COOS COUNTY, OREGON

DATE: AUGUST 06, 2020

SCALE: H<sub>Z</sub> 1" = 300'

SEE TAX MAP 28 12 31

TAX LOT 300  
"SMITH" *et al*  
INST# 2011-10363

TAX LOT 200  
"ALLEN" *et al*  
TA# 870400

TAX LOT 700  
"SCHMIDT" *et al*  
2018-06669

TAX LOT 900  
"ALLEN" *et al*  
TA# 870301

**LEGEND / ABBREVIATIONS**

- SET 3/4" X 3/4" IRON ROD
- IRON PIPES CALLED FOR IN
- STAMPED TO FIELD
- CALCULATED POSITION
- ⊙ FOUND SURVEY MONUMENT AS NOTED AND SHOWN
- ⊖ FENCE SURVEYING & PLANNING BELIEFS/MENTS
- BOUNDARY LINES REFLECTING DEED CALLS
- DPC
- IRON PIPES CALLED FOR IN
- INST# 2009-06669
- INTERIOR FENCE LINES
- FENCE LINES ALONG BOUNDARY LINES IF POSSESSION

**CONTROL NOTE:**

JOHN BRAUER ROAD [347'] & LOWER NORWAY ROAD  
THE RIGHT OF WAY LINES HAVE BEEN CALCULATED BY A BEST FIT LINE AND CURVE  
REFLECTING THE EXISTING GRAVEL ROADBEDS AS THEY CURRENTLY EXIST. [FEBRUARY 2020]

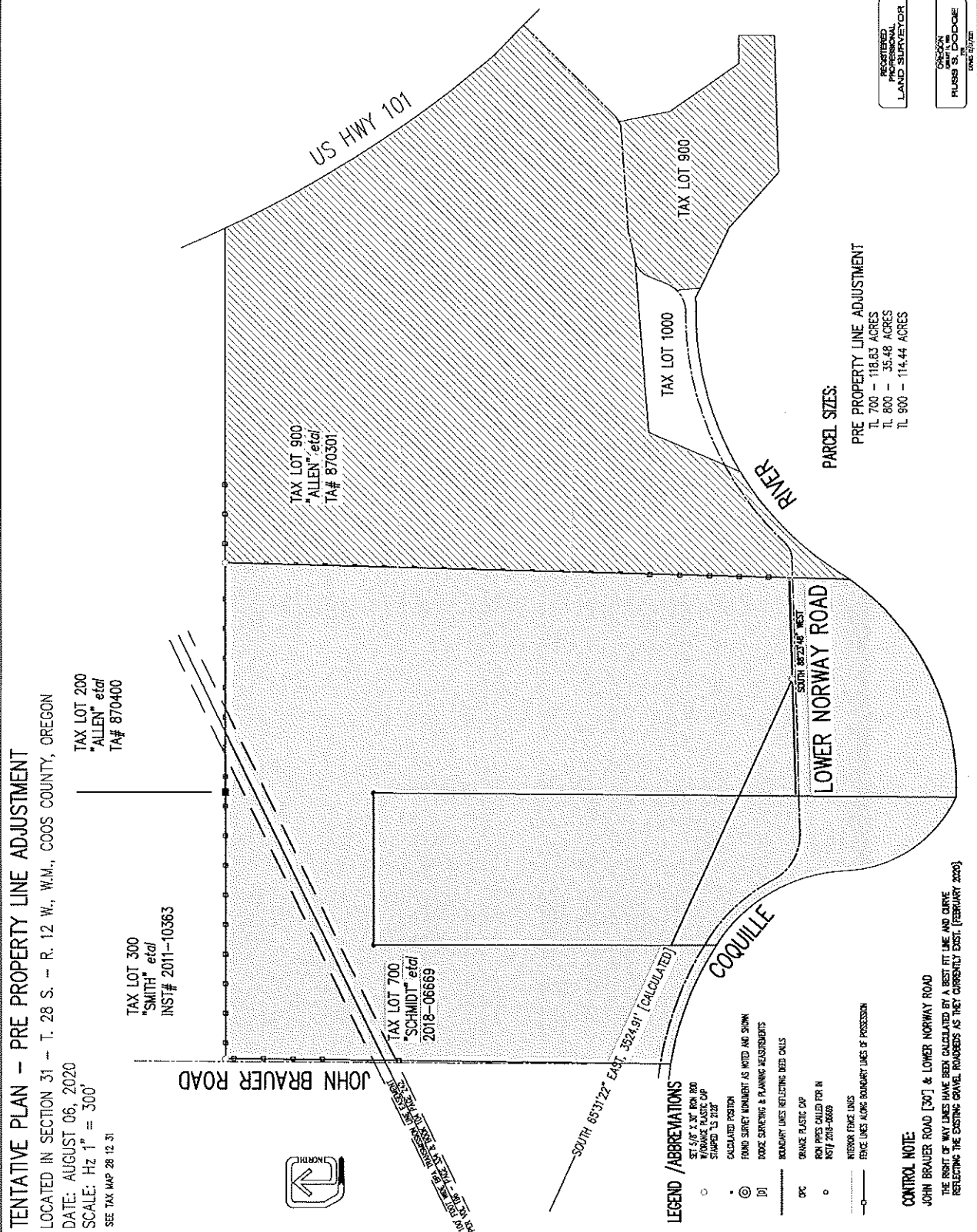
dodge surveying & planning  
(541) 404-2799 | [dodgeplanning.com](http://dodgeplanning.com)  
300 N. 4TH ST. - SUITE 2  
COOS BAY, OREGON 97120

ALLEN PROPERTY LINE ADJUSTMENT  
SECTION 31 - TOWNSHIP 28 SOUTH - RANGE 12 WEST, W.M., COOS COUNTY OREGON

DATE	AUG. 06, 2020
SCALE	1"=300'
PROJECT	20-01
DRAWN BY	id
SHEET NO.	1 OF 1

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
RUSSELL S. DODGE  
00000000000000



**PARCEL SIZES:**  
PRE PROPERTY LINE ADJUSTMENT  
TL 700 - 118.63 ACRES  
TL 800 - 35.48 ACRES  
TL 900 - 114.44 ACRES

**TENTATIVE PLAN -- POST PROPERTY LINE ADJUSTMENT**

LOCATED IN SECTION 31 - T. 28 S. - R. 12 W., W.M., COOS COUNTY, OREGON  
 DATE: AUGUST 06, 2020  
 SCALE: H<sub>Z</sub> 1" = 300'  
 SEE TAX MAP 28 12 31

TAX LOT 300  
 "SMITH" *et al*  
 INST# 2011-10363

TAX LOT 200  
 "ALLEN" *et al*  
 TA# 870400



JOHN BRAUER ROAD

NORTH 09°24'00" EAST, 2000.59'

NORTH 00°37'28" EAST, 816.80'

SOUTH 91°00'00" WEST, 1891.57'

TAX LOT 700  
 "SCHMIDT" *et al*  
 2018-06669

NORTH 00°14'44" EAST, 2163.72'

SOUTH 01°28'10" WEST, 2716.35'

SOUTH 65°12'22" EAST, 3524.91' [CALCULATED]

**LEGEND / ABBREVIATIONS**

- SET 3/8" X 30" BORN BOND WITH ORANGE PLASTIC CAP STAMPED "S 2020"
- CALCULATED POSITION
- ⊙ FOUND SURVEY MONUMENT AS NOTED AND SHOWN
- ⊔ DOCK SURVEYING & PLANNING MEASUREMENTS
- BOUNDARY LINES REFLECTING DEED CALLS
- ORANGE PLASTIC CAP
- BORN PINS CALLED FOR IN INST# 2018-06669
- INTERIOR FENCE LINES
- FENCE LINES ALONG BOUNDARY LINES OF POSSESSION
- ▨ ADJUSTED PARCEL

**CONTROL NOTE**

JOHN BRAUER ROAD [30'] & LOWER NORWAY ROAD  
 THE RIGHT OF WAY LINES HAVE BEEN CALCULATED BY A BEST FIT LINE AND CURVE REFLECTING THE EXISTING GRAVEL ROADS AS THEY CURRENTLY EXIST. [FEBRUARY, 2020]

dodge surveying & planning  
 (541) 404-8799 | info@dodgepa.com  
 2023 N. 4TH ST. - SUITE 3  
 COOS BAY, OREGON 97430

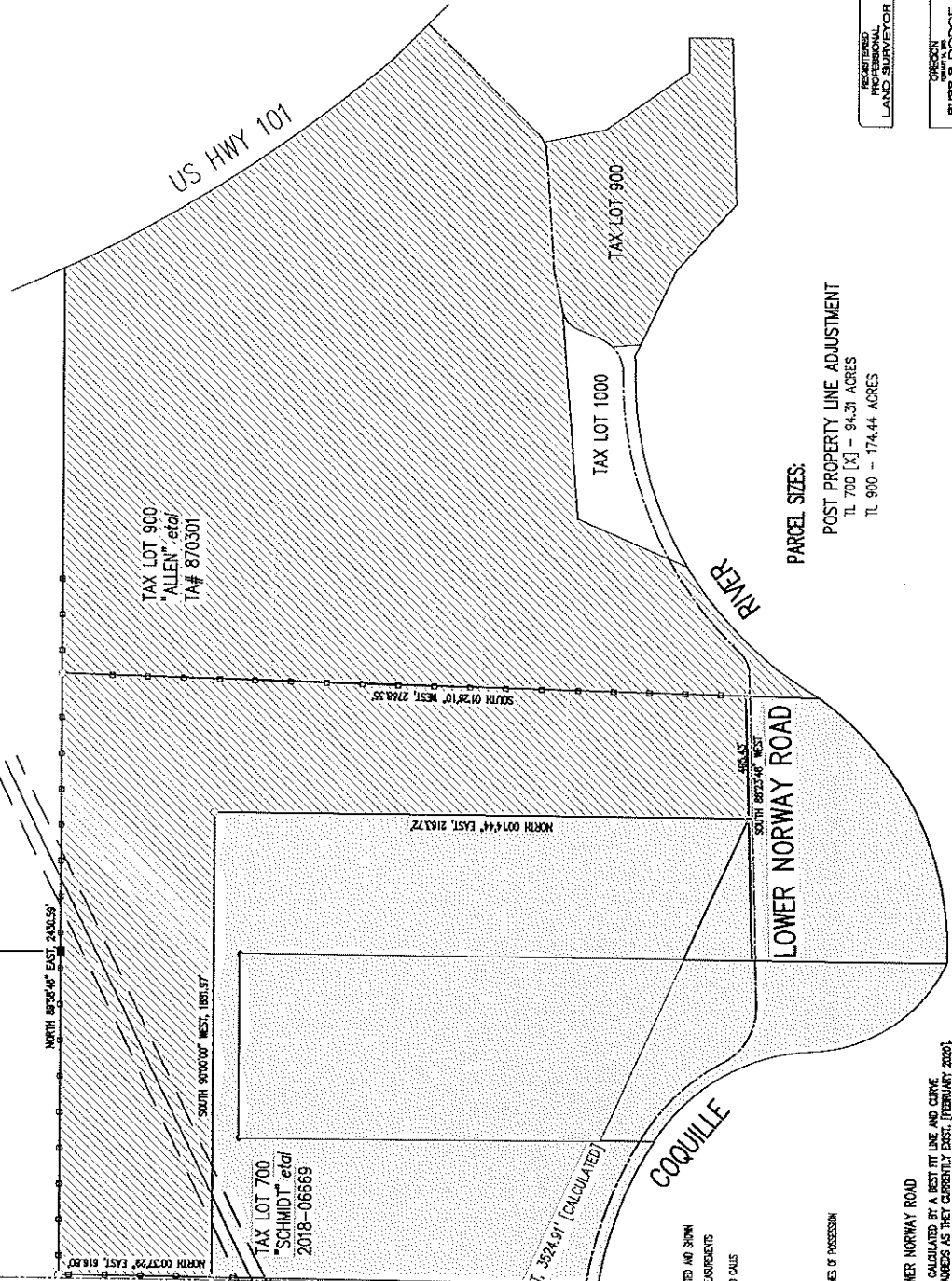
**ALLEN PROPERTY LINE ADJUSTMENT**

SECTION 31 - TOWNSHIP 28 SOUTH - RANGE 12 WEST, W.M., COOS COUNTY OREGON

DATE: AUG. 06, 2020  
 SCALE: 1"=300'  
 PROJECT: 20-01

DRAWN BY: RD

SHEET NO. 1 OF 1



**PARCEL SIZES:**  
 POST PROPERTY LINE ADJUSTMENT  
 TL 700 [X] - 94.31 ACRES  
 TL 900 - 174.44 ACRES

REGISTERED PROFESSIONAL LAND SURVEYOR  
 OREGON  
 RUSSELL DOODGE  
 10000 05/20/20

**dodge surveying & planning**

**Coos County PLANNING  
225 North Adams Street  
Coquille, Oregon 97423**

May 15, 2020

*Jill Rolfe;*

Please find the enclosed Property Line Adjustment Application and associated information. I have included a check in the Amount of \$300.00 for the Application Fee. If this is incorrect please let me know and I can call in with a credit card # to cover the correct amount. I was not sure if this was a public notice requirement as it is a requirement of a Court Case. [18CV51501]

Please let me know if you have any questions,

Thank you,

  
Russ Dodge



*dodge surveying & planning  
656 S. 12<sup>th</sup> CT -Suite 1  
Coos Bay, Oregon 97420  
(541) 404-3799  
rdodgesurvey@gmail.com*



**Coos County Planning Department  
Property Line Adjustment  
Application**

	Official Use Only
FEE:	<u>300<sup>00</sup></u>
Receipt No.	<u>219259</u>
Check No./Cash	<u>1647</u>
Date	<u>5/18/20</u>
Received By	<u>AD</u>
File No.	<u>PLA-20-012</u>

## Introduction

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

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

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

A single adjustment of one line between two abutting properties will be approved as a ministerial<sup>1</sup> act.

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

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

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

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

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<sup>1</sup> ministerial decisions are not land use decisions as described in ORS 197.015 and are not subject to appeal as land use decisions

Please place a check mark on the appropriate type of review that has been requested. An **incomplete** application will not be processed. Applicant is responsible for completing the form. Attach additional sheets to answer questions if needed.

**A. Applicant/Owner:**

Name: ALLEN Telephone: (541) 297-4072  
 Address: 9431B LOWER NORWAY LN  
 City: MYRTLE POINT State: OR Zip Code: 97452

**B. Applicant/Owner:**

Name: SCHMIDT Telephone: \_\_\_\_\_  
 Address: 9444 LOWER NORWAY LN  
 City: MYRTLE POINT State: OR Zip Code: 97452

**C. Property Descriptions:**

**Property #1**  
 Township 28 Range 12 Section 31 Tax Lot 900  
 Tax Account 870301 Lot Size 114.4 ACRES Zoning District EFU

**Property #2**  
 Township 28 Range 12 Section 31 Tax Lot 700  
 Tax Account 870600 Lot Size 118.83 ACRES Zoning District EFU

**D.: Criteria from Article 6.3**

**ARTICLE 6.3 PROPERTY LINE ADJUSTMENTS**

**SECTION 6.3.100 PROPERTY LINE ADJUSTMENTS:**

As set forth in ORS 92.190(3), the common boundary line between lots or parcels may be adjusted in accordance with this section without the replatting procedures in ORS 92.180 and 92.185 or the vacation procedures in ORS Ch. 368. Once a lot or parcel line has been adjusted, the adjusted line shall be the boundary or property line, not the original line. The Director has authority to approve a line adjustment as a Ministerial Action.

**SECTION 6.3.125 PROCEDURE:**

1. An application for a line adjustment or elimination shall be filed by the owners of all lots or parcels affected. The application shall be accompanied by an appropriate fee and contain the following information:
  - a. Reason for the line adjustment;
  - b. Vicinity map locating the proposed line adjustment or elimination in relation to adjacent subdivisions, partitions, other units of land and roadways;
  - c. A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan shall also show the approximate location of all structures within ten (10) feet of the proposed adjusted line;
  - d. A current property report (less than 6 months old) indicating any taxes, assessment or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development.

A title report is acceptable.

2. A line adjustment is permitted only where an additional unit of land is not created and where the lot or parcel reduced in size by the adjustment complies with the requirements of the applicable zone except that a line adjustment for the purpose of exchange or transfer of land between resource land owners shall be allowed so long as:
  - a. No parcel is reduced in size contrary to a condition under which it was formed;
  - b. The resulting parcel sizes do not change the existing land use pattern (e.g. two conforming parcels must remain conforming; and
  - c. Two non-conforming parcels may remain non-conforming; and, two parcels, one conforming and one non-conforming, may remain as such regardless of which parcel is non-conforming after the exchange or transfer).
3. An encroachment of existing or planned structures will not be created within required setbacks as a result of the line adjustment.
4. A line adjustment for a lot or parcel that is less than the minimum lot size before the adjustment and further reduced as a result of the adjustment is permissible provided the applicant submits either:
  - a. Proof that, for the lot or parcel reduced in size, sewage disposal is provided by either a publicly owned sewage disposal system, or a privately owned sewage disposal system regulated by the Public Utility Commission of Oregon; or
  - b. Written evidence, for the lot or parcel reduced in size, that an on-site septic system that is intended to remain in use after final approval was authorized by an approving authority, or if written evidence is not available, provide a septic system evaluation (prepared by a professional qualified under ORS 700) that certifies the existing system to be properly functioning, and that the existing septic system is either located entirely on the same lot or parcel containing an existing dwelling, or that a proper easement is provided to allow the continued use and maintenance of the system; or
  - c. Documentation, for a vacant lot or parcel reduced to less than one (1) acre, that the Department of Environmental Quality has approved the method of sewage disposal. Unless circumstances warrant otherwise (public services), parcels that are greater than one (1) acre shall not be subject to a septic system evaluation in the line adjustment process.
5. In resource lands, a unit of land containing a dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling.
  - a. A resource unit of land less than 160 acres and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;
  - b. A resource unit of land 160 acres or greater and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted below 160 acres with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;
  - c. A resource unit of land 160 acres or greater and containing a dwelling approved as a 160-acre dwelling, or approved for construction of a 160-acre dwelling, cannot be reduced below 160 acres for the purpose of qualifying the vacant unit for a 160-acre dwelling.
6. Same Designation: A line adjustment shall only be permitted where the sale or transfer of ownership is made between abutting owners of like designated lands, residential lands, commercial lands, industrial lands, and resource lands, unless an existing structure encroaches over an existing property boundary or the boundary line adjustment is required to comply with requirements of the State Department of Environmental Quality for a subsurface sewage system.

**SECTION 6.3.150 EASEMENTS AND ACCESS:**


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

**SECTION 6.3.175 MAPPING AND FILING REQUIRMENTS:**

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

**E. Authorization:**

**All areas must be initialed by all applicant(s) prior to the Planning Department accepting any application.**

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

BA

**ORS 215.416 Permit application; fees; consolidated procedures; hearings; notice; approval criteria; decision without hearing.** (1) When required or authorized by the ordinances, rules and regulations of a county, an owner of land may apply in writing to such persons as the governing body designates, for a permit, in the manner prescribed by the governing body. The governing body shall establish fees charged for processing permits at an amount no more than the actual or average cost of providing that service. The Coos County Board of Commissioners adopt a schedule of fees which reflect the average review cost of processing and set forth that the Planning Department shall charge the actual cost of processing an application. Therefore, upon completion of review of your submitted application/permit a cost evaluation will be done and any balance owed will be billed to the applicant(s) and is due at that time. By signing this form you acknowledge that you are responsible to pay any debt caused by the processing of this application. Furthermore, the Coos County Planning Department reserves the right to determine the appropriate amount of time required to thoroughly complete any type of request and, by signing this page as the applicant and/or owner of the subject property, you agree to pay the amount owed as a result of this review. If the amount is not paid within 30 days of the invoice, or other arrangements have not been made, the Planning Department may choose to revoke this permit or send this debt to a collection agency at your expense.

PK

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

PK  
PK

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

As the applicant(s) I/we acknowledge pursuant to Section 3.3.151(5), the property line adjustment deed must be recorded with the County Clerk within one year from the date of final approval from the Planning Department.

Ben A

Applicant(s) Original Signature

Applicant(s) Original Signature

Date

Date

4/7/20

Submitted TO:  
Coos County - Planning Department  
Property Line Adjustment Application

**SUBJECT PROPERTY:**  
TAX MAP 28 12 31 / TAX LOTS 700 / 900  
(Allen / Schmidt PROPERTY)

**ZONING:** Exclusive Farm/Forest [EFU] (CREMP)  
**OWNER:** Allen, *etal* & Schmidt, *etal*  
**Parcel Size:** AGGREGATE – 234.27 Acres

**SUBMITTALS:**

PLA (LAND USE) APPLICATION  
TITLE REPORT (S)  
EXISTING VESTING LEGAL DESCRIPTIONS  
EXISTING EASEMENT LEGAL DESCRIPTIONS (Included in Title Report)  
ASSESSOR MAP (REDUCED COPY)  
TAX ASSESSMENT SHEET (Included in Title Report)  
LOT CLOSURE SHEET  
COURT ORDER 18CV51501 [SIGNED] (Included in Title Report)  
COPIES OF EXISTING WATER RIGHTS  
TENTATIVE PLAN (REDUCED COPIES) (2)  
TENTATIVE PLAN 1 FULL SIZE SHEET

**Background Information**

The Applicant/Owner by this submittal wishes to secure approval to Modify and Adjust a Common Boundary Line between the Individual Adjacent Parcels. See the Attached Site Plan and Existing Conditions Map.

The Property Line Adjustment is necessary to fulfill the General Judgment Per Coos County Court Case 18CV51501.

The Title Reports included many exceptions and easements, the ones that were in close proximity to the Subject Sub-Parcel have been shown on the Tentative Plan.

*dødge surveying & planning*

*656 S. 12<sup>th</sup> CT – STE 1  
Coos Bay, Oregon 97420*

*(541) 404-3799*

*May 15, 2020*



300 W Anderson  
(541)269-5127

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

To ("Customer"): Dodge Surveying & Planning/ HGE Inc  
333 South 4th street Suite 3  
Coos Bay, OR 97420

Customer Ref.: \_\_\_\_\_  
Order No.: 360620031018  
Effective Date: May 4, 2020 at 08:00 AM  
Charge: \$300.00

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

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

**Part One - Ownership and Property Description**

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

Beau L. Allen and Shawna Allen, as tenants by the entirety

**Premises.** The Property is:

(a) **Street Address:**

94315 Lower Norway Ln, Myrtle Point, OR 97458

(b) **Legal Description:**

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

**Part Two - Encumbrances**

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

**EXCEPTIONS**

1. 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 (of existing improvements located on the subject 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. The Land has been classified as Farm Lands, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
7. Agreement

Executed by: State of Oregon by and through its State Highway Commission and J. R. McCloskey and Sarah McCloskey, his wife  
Recording Date: June 27, 1946  
Recording No.: Book 162 Page 556 Deed Records

Amendment(s)/Modification(s) of said agreement

Recording Date: February 22, 1974  
Recording No: 74-2-96611

8. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Mountain States Power Company  
Recording Date: September 10, 1952  
Recording No: Book 221, Page 218

9. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Pacific Power & Light Company  
Recording Date: June 27, 1956  
Recording No: Book 251, Page 342

10. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Coquille Valley Oregon, Lodge No. 1935 Benevolent & Protective Order of Elks  
Recording Date: October 24, 1960  
Recording No: Book 281, Page 460

11. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Berniece Bastien  
Recording Date: September 13, 1977  
Recording No: 77-9-15146

12. Any interest in any oil, gas and/or minerals, as disclosed by document

Entitled: Warranty Deed  
Recording Date: November 18, 2009  
Recording No: 2009-11529

The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.

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

Entitled: Warranty Deed  
Recording Date: November 18, 2009  
Recording No: 2009-11529

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

Grantor: Sarah A. McCloskey  
Grantee: State of Oregon  
Recording Date: February 23, 1967  
Recording No.: 67-2-15946

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

Grantor: Ernest Allen  
Grantee: State of Oregon  
Recording Date: March 14, 1967  
Recording No.: 67-3-16352

16. The life estate created by instrument, including the terms and provisions thereof  
Dated: November 16, 2009  
Recording Date: November 18, 2009  
Recording No: 2009-11529  
Life Estate for: Ernest E. Allen and Lynne L. Allen, and the survivor of them

17. A mortgage to secure an indebtedness as shown below

Amount: \$275,000.00  
Dated: November 17, 2009

Ticor Title Company of Oregon  
Order No. 360620031018

Mortgagor: Beau L. Allen and Shawna M. Allen  
Mortgagee: United States of America acting through the Farm Service Agency, United States Department  
of Agriculture  
Recording Date: November 18, 2009  
Recording No: 2009-11530  
Affects: Subject property AND OTHER PROPERTY

**End of Reported Information**

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

John Beaver  
541-269-5127  
john.beaver@ticortitle.com  
Ticor Title Company of Oregon  
300 W Anderson  
Coos Bay, OR 97420

## EXHIBIT "A"

### Legal Description

PARCEL 1: Beginning at low water mark on the Coquille River where the Eastern boundary of Government Lot 6, Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, comes to the same and run thence North 171 1/2 rods; thence West 14 2/3 rods; thence South to the low water mark of said River; thence along low water mark to the place of beginning.

PARCEL 2: The SE 1/4 of the NE 1/4 and Government Lot 7 of Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVE AND EXCEPT THE FOLLOWING: A parcel of land heretofore conveyed to Anna Nelson by Deed recorded in Book 10, Page 38, Deed Records of Coos County, Oregon, as follows: Commencing at a stake on the East bank of the Coquille River, from which a myrtle stump 2 feet in diameter bears North 56° West 73 links; thence North 20° East 13 rods; thence West 10° South 18 1/4 rods; thence South 10° East 17 rods to low water mark on the Coquille River; thence along low water mark 13 rods; thence North 10° West 5 rods to the place of beginning.

ALSO EXCEPTING 1 ACRE heretofore conveyed to Jonas R. Newcomer by Deed recorded in Book 10, Page 59, Deed Records of Coos County, Oregon.

ALSO EXCEPTING a parcel conveyed to Anna Nelson by Deed recorded in Book 15, Page 424, Deed Records of Coos County, Oregon, as follows: Beginning at the Northwest corner of land in Deed recorded in Book 10, Page 38, Deed Records of Coos County, Oregon; thence West 11° South 10 rods 8 links; thence South 11° West 17 rods to low water mark on Coquille River; thence up said river at said low water mark to Southwest corner of lot first mentioned; thence to place of beginning.

ALSO EXCEPTING the following tract heretofore conveyed to Port of Coquille River by Deed recorded in Book 83, Page 272, Deed Records of Coos County, Oregon; Commencing at the Section corner to Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains to the place of beginning and a 1 1/4 inch iron pipe from which the Southwest corner of the Creamery Building bears North 8° West .528 chains; thence South 75° 30' West 1.62 chains to a 1 1/4 inch iron pipe; thence South 68° 30' West 3 chains to a 1 1/4 inch iron pipe; thence South .70 chains to the low water line of the Coquille River; thence up the low water line of the right bank of the Coquille River to a point which is South of the place of beginning; thence North .76 chains to the place of beginning.

ALSO EXCEPTING the following: Commencing at the Section corner to Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains; thence South 75° 30' West 1.62 chains; thence North 6° West 2.25 chains to an iron stake which is the Northeast corner and place of beginning of the tract hereinafter described; running thence West 10° South 18 1/4 rods; thence West 11° South 10 rods 8 links; thence South 11° West 17 rods, more or less, to low water line; thence up stream following low water line to a point South 10° East 5 rods from a point which is South 20° West 13 rods from the place of beginning; thence North 10° West 5 rods; thence North 20° East 13 rods to the place of beginning.

ALSO EXCEPTING the following: Commencing at the Section corner of Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains; thence South 75° 30' West 1.62 chains; thence North 6° West 2.25 chains to an iron stake which is the Northeast corner of the tract of land known as the McCloskey tract; thence West 10° South 18 1/4 rods; thence West 11° South 10 rods 8 links, being the place of beginning and being the Northwest corner of the McCloskey tract; running thence West 11° South 9 1/2 rods; thence South 11° West 20 rods, more or less, to low water mark of Coquille River; thence following low water mark up stream 9 1/2 rods to a point, being the Southwest corner of the McCloskey tract and being South 11° West 17 rods from the place of beginning; thence North 11° East 17 rods to the place of beginning.

ALSO EXCEPTING a parcel conveyed by instrument recorded June 22, 1973 as microfilm no. 73-6-87369, Deed Records of Coos County, Oregon.

PARCEL 3: Those portions of the SW 1/4 of the NW 1/4 and Government Lot 3 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying South and West of the Southern Pacific Railroad right of way.

**EXHIBIT "A"**  
Legal Description

SAVE AND EXCEPT the following: Beginning at the point of intersection of the Southwesterly boundary of the right of way of the Southern Pacific Railroad through the SW 1/4 of said Section 32 with the East boundary of the NW 1/4 of the SW 1/4 of the said Section 32, from which point the Southeast corner of the NE 1/4 of the SW 1/4 of said Section 32 bears South 56° 12' East a distance of 1607.3 feet; and running thence South 1° 27' West along the said East boundary of the NW 1/4 of the SW 1/4 of Section 32 for a distance of 617.1 feet; thence South 87° 09' West for a distance of 351.5 feet; thence North 62° 55' West for a distance of 387.75 feet; thence North 24° 45' West for a distance of 278 feet, more or less, to a point on the Southeasterly boundary of the right of way of the county Road; thence Easterly and Northeasterly along the said right of way boundary for a distance of 770 feet, more or less, to a point on the Southwesterly boundary of the above mentioned Southern Pacific Railroad right of way; thence South 42° 17' East along the said right of way boundary for a distance of 368.5 feet, more or less, to the point of beginning.

**LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

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

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

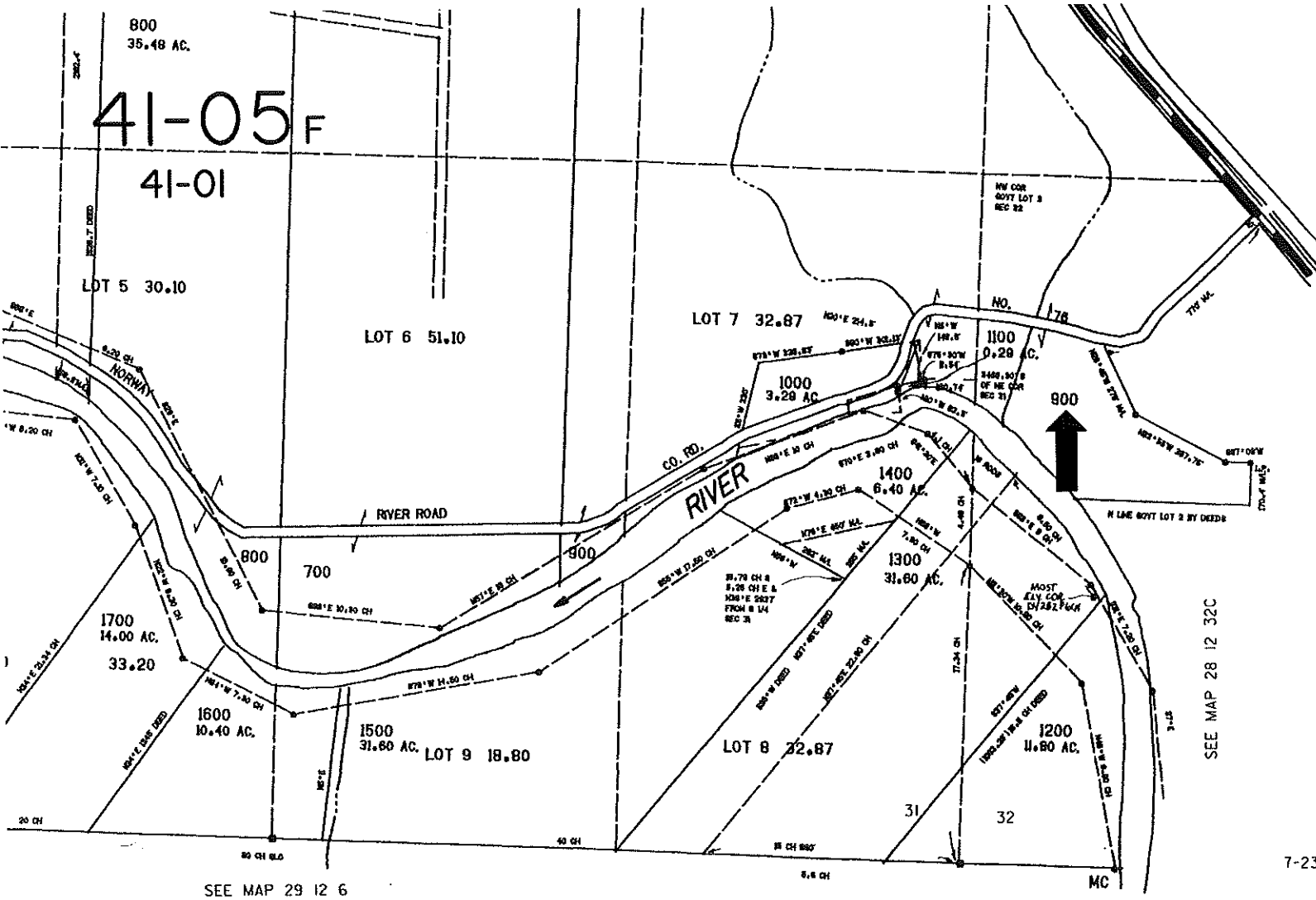
THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

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

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

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT 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



SEE MAP 29 12 6

SEE MAP 28 12 32C

THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

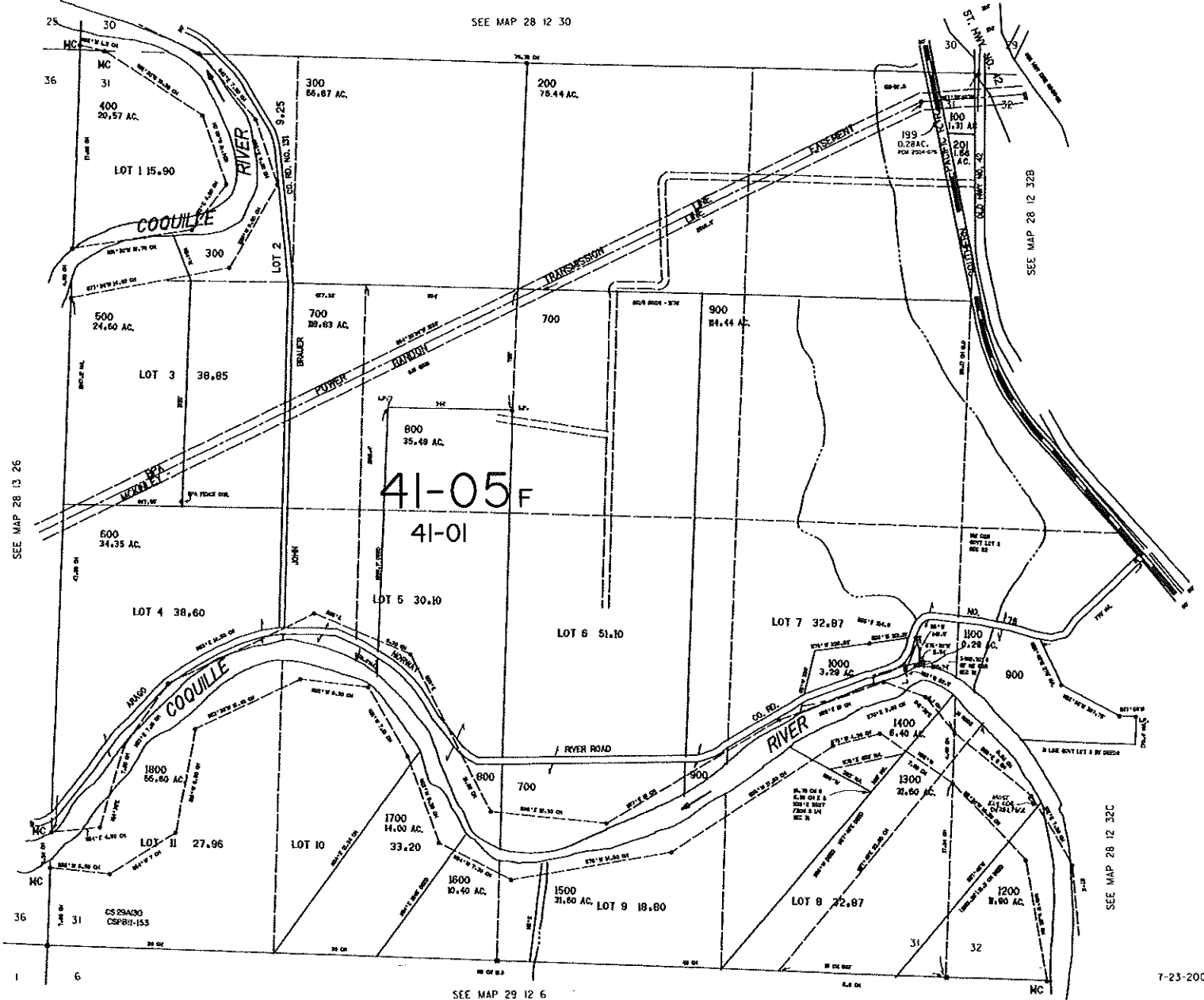
SECTION 31 T.28S. R.12W. W.M.  
COOS COUNTY

28 12 31

CANCELLED

1" = 400'

SEE MAP 28 12 30



SEE MAP 28 12 26

SEE MAP 28 12 32B

SEE MAP 28 12 32C

7-23-2004

28 12 31

After recording, return to:

RETURN TO F.A.T. CO.

147405212

RECORDED BY FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON AS  
ACCOMMODATION ONLY. NO LIABILITY  
IS ACCEPTED FOR THE CONDITION OF  
THE TITLE OR VALIDITY, SUFFICIENCY  
ON EFFECT OF THIS DOCUMENT

## WARRANTY DEED

ERNEST E. ALLEN as Trustee of the Ernest E. Allen Revocable Trust under Trust Agreement dated December 30, 2005, LYNNE L. ALLEN as Trustee of the Lynne L. Allen Revocable Trust under Trust Agreement dated December 30, 2005, and BEAU L. ALLEN, "Grantors" convey and warrant to BEAU L. ALLEN and SHAWNA ALLEN, husband and wife, as tenants by the entirety, "Grantees," the following described real property, free of encumbrances, except as specifically set forth herein:

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

The true and actual consideration for this conveyance is other property or value which is the whole consideration therefor.

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

Until a change is requested all tax statements should be sent to the following address: Beau L. Allen and Shawna Allen, 668 7<sup>th</sup> Street, Myrtle, Point, Oregon, 97458.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Ernest E. Allen  
Ernest E. Allen as Trustee of the Ernest  
Ernest E. Allen Revocable Trust  
u.t.a. dated December 30, 2005

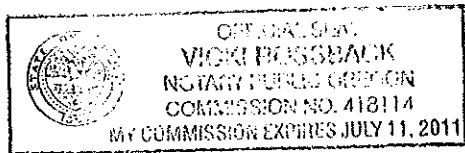
Lynne L. Allen  
Lynne L. Allen as Trustee of the Lynne  
L. Allen Revocable Trust u.t.a. dated  
December 30, 2005

Beau L. Allen  
Beau L. Allen

STATE OF OREGON            )  
  ) ss.  
County of Coos                )

11-16-09, 2009

Personally appeared before me the above named Ernest E. Allen who being first duly sworn did say: That he is the Trustee of the Ernest E. Allen Revocable Trust u.t.a. dated December 30, 2005; that he is authorized to execute the foregoing instrument as Trustee of said Trust; and, he acknowledged the foregoing instrument as his voluntary act and deed as Trustee of said Trust.



Vicki Bussback  
Notary Public - State of Oregon

STATE OF OREGON        )  
                                  ) ss.  
County of Coos         )

11-16-09, 2009

Personally appeared before me the above named Lynne L. Allen who being first duly sworn did say: That she is the Trustee of the Lynne L. Allen Revocable Trust u.t.a. dated December 30, 2005; that she is authorized to execute the foregoing instrument as Trustee of said Trust; and, she acknowledged the foregoing instrument as her voluntary act and deed as Trustee of said Trust.

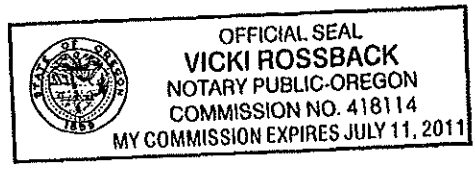


*Vicki Rossback*  
Notary Public - State of Oregon

STATE OF OREGON        )  
                                  ) ss.  
County of Coos         )

11-17-09, 2009

Personally appeared before me the above-named Beau L. Allen who acknowledged the foregoing instrument as his voluntary act and deed.



*Vicki Rossback*  
Notary Public - State of Oregon

## EXHIBIT "A"

### PARCEL 1:

Beginning at low water mark on the Coquille River where the Eastern boundary of Lot 6, Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, comes to the same and run thence North 171-1/2 rods; thence West 14-2/3 rods; thence South to the low water mark of said River; thence along low water mark to the place of beginning.

### PARCEL 2:

The SE1/4 of the NE1/4 and Lot 7 of Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, save and except the following: A parcel of land heretofore conveyed to Anna Nelson by deed recorded in Book 10, Page 38, Deed Records of Coos County, Oregon, as follows: Commencing at a stake on the East bank of the Coquille River, from which a myrtle stump 2 feet in diameter bears North 56° West 73 links; thence North 20° East 13 rods; thence West 10° South 18-1/4 rods; thence South 10° East 17 rods to low water mark on the Coquille River; thence along low water mark 13 rods; thence North 10° West 5 rods to the place of beginning. Also, excepting 1 acre heretofore conveyed to Jonas R. Newcomer by deed recorded in Book 10, Page 59, Deed Records of Coos County, Oregon. Also, excepting a parcel conveyed to Anna Nelson by deed recorded in Book 15, Page 424, Deed Records of Coos County, Oregon, as follows: Beginning at the Northwest corner of land in deed recorded in Book 10, Page 38, Deed Records of Coos County, Oregon; thence West 11° South 10 rods 8 links; thence South 11° West 17 rods to low water mark on Coquille River; thence up said river at said low water mark to Southwest corner of lot first mentioned; thence to place of beginning. Also, excepting the following tract heretofore conveyed to Port of Coquille River by deed recorded in Book 83, Page 272, Deed Records of Coos County, Oregon; Commencing at the Section corner to Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains to the place of beginning and a 1-1/4 inch iron pipe from which the southwest corner of the Creamery Building bears North 8° West .528 chains; thence South 75° 30' West 1.62 chains to a 1-1/4 inch iron pipe; thence South 68° 30' West 3 chains to a 1-1/4 inch iron pipe; thence South .70 chains to the low water line of the Coquille River; thence up the low water line of the right bank of the Coquille River to a point which is South of the place of beginning; thence North .76 chains to the place

of beginning. Also, excepting the following: Commencing at the section corner to Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains; thence South 75° 30' West 1.62 chains; thence North 6° West 2.25 chains to an iron stake which is the Northeast corner and place of beginning of the tract hereinafter described; running thence West 10° South 18-1/4 rods; thence West 11° South 10 rods 8 links; thence South 11° West 17 rods, more or less, to low water line; thence up stream following low water line to a point South 10° East 5 rods from a point which is South 20° West 13 rods from the place of beginning; thence North 10° West 5 rods; thence North 20° East 13 rods to the place of beginning. Also, excepting the following: Commencing at the section corner of Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains; thence South 75° 30' West 1.62 chains; thence North 6° West 2.25 chains; to an iron stake which is the Northeast corner of the tract of land known as the McCloskey tract; thence West 10° South 18-1/4 rods; thence West 11° South 10 rods 8 links, being the place of beginning and being the Northwest corner of the McCloskey tract; running thence West 11° South 9-1/2 rods; thence South 11° West 20 rods, more or less, to low water mark of Coquille River; thence following low water mark up stream 9-1/2 rods to a point, being the Southwest corner of the McCloskey tract and being South 11° West 17 rods from the place of beginning; thence North 11° East 17 rods to the place of beginning.

PARCEL 3:

Those portions of the SW1/4 of the NW1/4 and Lot 3 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying South and West of the Southern Pacific Railroad right of way, save and except the following: Beginning at the point of intersection of the Southwesterly boundary of the right of way of the Southern Pacific Railroad through the SW1/4 of said Section 32 with the East boundary of the NW1/4 of the SW1/4 of the said Section 32, from which point the Southeast corner of the NE1/4 of the SW1/4 of said Section 32 bears South 56° 12' East a distance of 1607.3 feet; and running thence South 1° 27' West along the said East boundary of the NW1/4 of the SW1/4 of Section 32 for a distance of 617.1 feet; thence South 87° 09' West for a distance of 351.5 feet; thence North 62° 55' West for a distance of 387.75 feet; thence North 24° 45' West for a distance of 278 feet, more or less, to a point on the Southeasterly boundary of the right of way of the County Road; thence Easterly and Northeasterly along the said right of way boundary for a distance of 770 feet, more or less, to a point on the Southwesterly boundary of the above

mentioned Southern Pacific Railroad right of way; thence South 42° 17' East along the said right of way boundary for a distance of 368.5 feet, more or less, to the point of beginning.

PARCEL 4:

A parcel of land situated in the NW 1/4 of the SW 1/4 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a 5/8 inch iron rod on the East boundary of said NW 1/4 of the SW 1/4, said rod being 1591.97 feet North and 1325.93 feet West of the South quarter corner of said Section 32; thence South 87° 09' West 250 feet to a 5/8 inch iron rod; thence North 16° 21' West 730.95 feet to a 5/8 inch iron rod set on the Southeasterly boundary of the County Road; thence along said road boundary on the following courses; around a 1125.92 foot radius curve to the right, the long chord of which bears North 46° 00' East 31.45 feet; thence North 47° 36' East 268.55 feet to a point on the Southwesterly boundary of the Southern Pacific Railroad; thence along said railroad boundary South 42° 17' East 391.70 feet to a point on the East boundary of the NW 1/4 of the SW 1/4 of Section 32; thence along the 1/16 section line South 1° 27' West 617.1 feet to the point of beginning.

PARCEL 5:

Beginning at a 5/8 inch iron rod at a point 1591.97 feet North 1325.93 feet West and South 87° 09' West 250 feet of the South quarter corner of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 87° 09' West 101.5 feet; thence North 62° 55' West 387.75 feet; thence North 24° 45' West 278 feet to the Southerly boundary of the County Road; thence Northeasterly along said county road boundary 470 feet to the Northwest corner of the parcel conveyed to Coquille Lodge No. 53, IOOF, Coquille, Oregon on May 13, 1964, in Book 309, Page 463, Deed Records of Coos County; thence South 16° 21' East 730.95 feet to the point of beginning.

EXCEPTING AND RESERVING TO Grantors and Grantors' successors and assigns from the above described Parcels 1, 2, 3, 4, and 5 all minerals and mineral rights, interests, and royalties, including, but not limited to, oil, gas, and other hydrocarbon substances, as well as metallic and other solid materials, in and under said Parcels 1, 2, 3, 4, and 5.

ALSO EXCEPTING AND RESERVING from the above described Parcels 1, 2, and 3 to and for the benefit of Ernest E. Allen, Lynne L. Allen, and the survivor of them, a life estate in the house commonly known as 94315 Lower Norway Lane, Myrtle Point, Oregon, together with approximately one acre of surrounding yard, the driveway to said house, the water line from the river to said house, the septic system and drainfield for said house, and the garage and outbuildings associated with said house (hereinafter collectively referred to as the "life estate property"). The life estate reserved hereby shall be for the lives of Ernest E. Allen, Lynne L. Allen, and the survivor of them. The following terms and provisions shall apply to said life estate:

- (A) During the term of the life estate Ernest E. Allen and Lynne L. Allen, or the survivor of them, (hereinafter the "life tenant(s)") shall be responsible for all maintenance and repair of the life estate property necessary to keep said property in the same or better condition as said property now exists.
- (B) During the term of the life estate the holder(s) of the remainder interest shall carry fire and casualty insurance on the life estate property insuring the same for its maximum replacement value. The life tenant(s) shall be named as additional insureds under said policy and the proceeds of such policy shall be payable to the life tenant(s) and the holder(s) of the remainder interest as their interests appear. In the event of an insured loss, all proceeds paid under such insurance policy shall be used to repair or replace the damaged property. The repair or replacement of uninsured damage to the life estate property, including all deductible amounts under any applicable insurance policy, shall be paid for by the holder(s) of the remainder interest.
- (C) During the term of the life estate the holder(s) of the remainder interest shall maintain single limit liability insurance coverage in an amount not less than \$500,000.00 to protect against risks arising directly or indirectly out of any condition of the life estate property or activities on the life estate property and shall include the life tenant(s) as additional insureds under such policy.

- (D) During the term of the life estate, the holder(s) of the remainder interest shall pay all real property taxes on the life estate property.
- (E) During the term of the life estate on the anniversary date of this Deed the life tenant(s) shall pay the sum of \$1,700.00 to the holder(s) of the remainder interest as the life tenant's(s') contribution toward the previous year's taxes and insurance on the life estate property. The first such payment shall be paid one year from the date of this Deed. Upon termination of the life estate the last such payment shall be prorated on a daily basis.
- (F) During the term of the life estate the life tenant(s) shall not cause or permit any waste to be committed to the life estate property. The life tenant(s), at their cost and expense, may make improvements and alterations to the life estate property, as long as such improvements and alterations do not lessen the value of the life estate property. All improvements and alterations which are made to the life estate property shall become a part of said real property.
- (G) During the term of the life estate the life tenant(s) shall allow use the life estate property only as a residence. The life tenant(s) will not permit the life estate property to be used for any offensive or unlawful purposes and shall fully observe and comply with all laws, regulations, and requirements of governmental agencies affecting the use and occupancy of the life estate property.
- (H) In the event a life tenant can no longer reside on the life estate property due to a permanent medical condition that will not improve so as to allow the life tenant to again reside on the life estate property, then such life tenant's life estate on said property shall be deemed to have terminated.
- (I) The life tenant(s) shall not rent the life estate property or allow any third party to occupy the life estate property in their absence. The life tenant(s) are allowed to have other people reside on the life estate

property with them, or either of them, including, but not limited to a caregiver or caregivers.

AND SUBJECT TO AND EXCEPTING:

1. Real property taxes for the fiscal year 2009-2010.
2. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
3. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
4. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the mean high water mark of Coquille River and the ownership of the state of Oregon in that portion lying below the high water mark of Coquille River .
5. Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Coquille River or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.
6. Governmental rights in connection with flood control and propagation of anadromous fish and public rights of fishing and recreational navigation in and to the water, bed and shoreline of the Coquille River.
7. Agreement, including terms and provisions thereof, recorded June 28, 1946, in Volume 162, Page 556, Deed Records of Coos County, Oregon.
8. Easement Agreement, including terms and provisions thereof, recorded October 21, 1960, in Volume 281, Page 460, Deed Records of Coos County, Oregon.

9. Agreement, including terms and provisions thereof, recorded May 13, 1964, in Volume 309, Page 465, Deed Records of Coos County, Oregon.

The State shall not place on said real property any structure of any kind or character, except signs or other structures the purpose of which is to give information to the general public with respect to the character of said area and the purpose of the State and the owners in protecting and conserving the same.

Nothing in this agreement shall be permitted or construed in such manner as to impair or in any way affect the right of the State to acquire title to said property by purchase, donation or agreement or by the exercise of the power of eminent domain.

It is agreed that the judgment and decision of the Highway Commission with respect to the method, the extent, the type and the character of the improvement, and the maintenance of said myrtle lane in general and of the above described section thereof in particular shall be final.

The purpose or objective sought to be accomplished by this compact is one of mutual interest to the owners and the general public, and therefore each party to this agreement pledges to the other complete and wholesome cooperation, to the end that by their joint and continued effort there may be for all time preserved for the people the stately grandeur of trees which are peculiar and native to the State of Oregon-- The Myrtle Tree.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals the day and year first above written.

Attest: H. B. Glaisyer, Secretary	STATE OF OREGON by and through its State
Approved: C. D. McCulloch, State Highway Engineer	Highway Commission
Approved: J. M. Devers, Chief Counsel	By T. H. Banfield, As chairman
Approved: S. J. Boardman State Parks Superintendent	By A. W. Schaupp, As commissioner
(Official Seal)	By M. R. Chessman, As commissioner
Approved by HIGHWAY COMMISSION	Party of the first part
Date April 4, 1946	
H. B. Glaisyer, Secretary	Dal M. King
	Eleanor S. King
	Parties of the second part

STATE OF OREGON  
County of \_\_\_\_\_: ss On this 16 day of March 1946 before me a notary public in and for said county and state personally appeared the within named Dal M. King and Eleanor S. King, his wife, to me personally known to be the identical persons described in and who executed the within instrument and who acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal this the day and year last above written.

Recorded June 28, 1946, 10:20 a.m.  
L. W. Oddy, County Clerk

D. J. Sage  
Notary Public for Oregon  
My commission expires Mar 19, 1946  
(Notarial Seal)

25062-

## AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of March 1946, by and between the State of Oregon by and through its State Highway Commission, hereinafter called the "State" party of the first part, and J. H. McCloskey and Sarah McCloskey, his wife hereinafter called the "Owners" parties of the second part WITNESSETH:

## RECITALS:

1. The undersigned owners hold fee title to the real property hereinafter described on which property or portions thereof there are growing myrtle trees of such value as to justify special effort and special means for this preservation.
2. That said real property abuts upon the Coos Bay-Roseburg Highway, which is a part of the Oregon State Highway system and is one of the scenic roads of the State.
3. Because of the fact that only in a few places in the world, one of which is the State of Oregon are there found groves of myrtle trees, it is the considered

judgment of the commission that sufficient of the myrtle trees growing upon real property bordering and paralleling the Coos Bay-Roseburg Highway should be preserved to form a myrtle lane. It is further the judgment of the commission that the area immediately surrounding the trees should be cleared of underbrush and dead and other offensive growth, and the entire setting converted into and thereafter kept in a condition suitable and fitting for such rare and classic trees as the myrtle.

NOW THEREFORE, in consideration of the things to be done by the State and in consideration of the mutual benefits and public good which will for all time be shared and enjoyed by the owners and the public generally the said owners hereby sell, transfer and convey to the State of Oregon by and through its State Highway Commission and/or its successors an undivided joint, common and equal interest in and title to all of the myrtle trees now standing or growing or which may hereafter grow upon the following described real property situated in Coos County State of Oregon to-wit:

A parcel of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of section 31, township 28 south range 12 West WM and the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of section 32, township 28 south range 12 West WM described as follows:

Beginning at the intersection of the westerly right of way line of the railroad and the north line of the said SW $\frac{1}{4}$ SW $\frac{1}{4}$  of section 32, thence east along said north line 400 feet, thence south 200 feet, thence east 450 feet to the westerly right of way line of the railroad, thence northerly along said right of way to the place of beginning, containing approximately 2 acres.

together with the perpetual right and privilege to go upon said property for the purpose of cleaning up underbrush, trimming, cutting or otherwise removing dead limbs and other growth and burning or otherwise disposing of waste material, and for the purpose of doing such other things as in the opinion of the State Highway Commission are necessary and appropriate for the preservation and development of said trees, and their setting and surroundings; provided that in the doing of any of said things the State Highway Commission, its officers agents and employes shall always keep in mind the historic significance, the forest dignity and the primitive aspect which the myrtle possesses among the trees and woods of the world.

The State shall from time to time consult with the owners, or their successors to the end that the interest of the owners and of the public may at all times be promoted and conserved.

Nothing in this conveyance, transfer or sale shall be in anywise construed or deemed to pass, convey or vest in the State any interest in or title to the real property hereinabove described, save and except such interest as may be incidental to the growth, the preservation, the culture and development of said trees.

The owners shall and do reserve the right to use the said real property freely and at all times for any and all purposes not inconsistent with the purpose and objective of this agreement; provided however that in the use of said property the owners shall employ every reasonable means and adopt all measures and methods necessary for the preservation of the trees and such measures and methods as will conserve, supplement and implement the work done from time to time by the State for the beautification and preservation of said trees and their surroundings.

It is agreed that no trees shall be cut or trimmed by the owners without first procuring the written consent of the State Highway Commission, or its successors. In the event that any tree or part of a tree is trimmed, cut or felled with the permission and consent of the State Highway Commission the tree or portion of tree cut or felled shall, if it have commercial or other value, become the property of the owners, and the State shall have no interest therein.

D-162

If improvements or structures are hereafter placed or erected on any part of said real property by the Owners the preservation and protection of the trees upon the land shall be given first and paramount consideration.

The State shall not place on said real property any structure of any kind or character, except signs or other structures the purpose of which is to give information to the general public with respect to the character of said area and the purpose of the State and the owners in protecting and conserving the same.

Nothing in this agreement shall be permitted or construed in such manner as to impair or in any way affect the right of the State to acquire title to said property by purchase, donation or agreement or by the exercise of the power of eminent domain.

It is agreed that the judgment and decision of the Highway Commission with respect to the method, the extent, the type and the character of the improvement, and the maintenance of said myrtle land in general and of the above described section thereof in particular shall be final.

The purpose or objective sought to be accomplished by this compact is one of mutual interest to the owners and the general public and therefore each party to this agreement pledges to the other complete and wholesome cooperation, to the end that by their joint and continued effort there may be for all time preserved for the people the stately grandeur of trees which are peculiar and native to the State of Oregon--The Myrtle Tree.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals the day and year first above written.

Attest: H. B. Glaisyer, Secretary	STATE OF OREGON by and through its State
Approved: G. D. McCulloch, State Highway Engineer	Highway Commission
Approved: J. M. Devers, Chief Counsel	By T. H. Banfield, as chairman
Approved: S. J. Boardman State Parks Superintendent	By A. W. Schaupp, As commissioner
	By M. R. Chessman, As commissioner
	Party of the first part

(Official Seal)

Approved by Highway Commission  
Date April 4, 1946  
H. B. Glaisyer, Secretary

J. H. McCloskey  
Sarah A. McCloskey  
Parties of the Second part

STATE OF OREGON  
County of Coos :ss On this 15 day of Mar 1946 before me a notary public in and for said county and state personally appeared the within named J. H. McCloskey and Sarah A. McCloskey his wife to me personally known to me to be the identical persons described in and who executed the within instrument and who acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal this the day and year last above written.

Recorded June 28, 1946, 10:20 a.m.  
L. W. Oddy, County Clerk

Wendell R. Laws  
Notary Public for Oregon  
My commission expires Apr 11, 1949  
(Notarial Seal)

25063-

AGREEMENT

THIS AGREEMENT, made and entered in to this 16 day of October, 1945 by and between the State of Oregon by and through its State Highway Commission, hereinafter called the "State" party of the first part, and Jas. N. Jacobsen and Anna M. Jacobsen hereinafter called the "Owners" parties of the second part, WITNESSETH:

RECITALS:

1. The undersigned owners hold fee title to the real property hereinafter described, on which property or portions thereof there are growing myrtle trees of such value as to justify special effort and special means for their preservation.
2. That said real property abuts upon the Coos Bay-Roseburg Highway, which is a part of the Oregon State Highway system and is one of the scenic roads of the State.

74 2- 96611

ORIGINAL

Highway Division  
File 14364 & 39828  
P. 494

RELEASE

THIS RELEASE, made and executed this 11<sup>th</sup> day of February, 1974,  
by the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division,  
hereinafter called "State",

WITNESSETH:

WHEREAS, State, during the years 1946 and 1947, entered into agreements with various  
property owners for the preservation of myrtle trees on property adjacent to the Coquille -  
Myrtle Point Highway; and

WHEREAS, since that date many of the myrtle trees in the area have either been  
removed or destroyed; and

WHEREAS, State finds it to be in the best interest of State and the adjoining property  
owners to release to said owners the rights which State acquired in their property by  
virtue of the hereinafter mentioned agreements.

NOW THEREFORE, the conditions being as stated, State does hereby release and convey  
to the respective abutting property owners all of the rights which State acquired in their  
property by virtue of the following agreements recorded in Coos County:

1. Agreements recorded June 28, 1946, in Deed Book 162, Pages 550 and 556,  
respectively, affecting property in Sections 31 and 32, Township 28 South,  
Range 12 West, W.M. (File 14364, P. 494)
2. Agreement recorded June 28, 1946, in Deed Book 162, Page 552, affecting  
property in Section 30, Township 28 South, Range 12 West, W.M. (File P. 494)

APPROVED AS TO FORM:

Counsel

Jack S. Allen

STATE OF OREGON, by and through its  
DEPARTMENT OF TRANSPORTATION,  
Highway Division

By

F. B. Klaboe  
F. B. Klaboe, Administrator and State  
Highway Engineer

74 2- 96612

Page 2 - Release

Highway Division  
File 14364  
P. 494

STATE OF OREGON, County of Marion

Feb. 11, 1974. Personally appeared F. B. Klabeo, who being sworn, stated that he is the Administrator and Highway Engineer for the State of Oregon, Department of Transportation, Highway Division, and that this instrument was voluntarily signed on behalf of the State of Oregon, by authority vested in him by the Oregon Transportation Commission.

Before me:

E. Paul Keller  
Notary Public for Oregon

My Commission expires Oct. 8, 1977



74 2- 96611-12  
State of Oregon }  
County of Coos }  
I hereby certify that the within instrument  
was filed for record

FEB 22 10 58 AM '74

and recorded in Book of Records.....  
Microfilm Reel: Do

of said County, 74-2-96611  
WITNESS my hand and Seal of County  
affixed.

Fay F. Crabtree, Coos County Clerk  
By W. W. Warrick Deputy

Return to St. Hwy Division

Fee 4.00

72568 EASEMENT

The undersigned grantor(s), ... J. H. M. S. Closkey and Sarah A. M. S. Closkey  
Husband and Wife

for and in consideration of One Dollar and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant to MOUNTAIN STATES POWER COMPANY, a Delaware corporation, its successors and assigns, hereinafter called Grantee, the right and easement for right-of-way to install, maintain and operate facilities for an electric power line consisting of ... power pole anchors

together with the necessary fixtures, accessories and wires, including telephone wires and cables, upon, over and across the following described premises situated in the County of ... COOS ... and State of Oregon, to-wit: the N.W. 1/4 of the S.W. 1/4 of the N.W. 1/4 of sec. 32, Twp. 28 S., Rge. 12 W., W.M.

the deed to grantor(s) being recorded in Vol. ... Page ... of the Deed Records of said County. Said anchors to be located as follows: ... Approximately at the intersection of the South boundary line of the N.W. 1/4 of the N.W. 1/4 of sec. 32 and the West boundary of the Southern Pacific R.R. R/W; also at a point approximately 258' South of said intersection along West boundary of the R.R. right-of-way.

The Grantee, its employees and agents, shall at all times have the right and privilege of access to said right-of-way, with all necessary tools and equipment, for the purposes of installing, operating, maintaining, repairing or removing its said facilities, together with the right to remove such trees, tree limbs and foliage as might interfere with the installation, operation, maintenance or repair of its facilities.

This easement is granted upon the express condition that Grantee shall pay for all damage to vegetation or fixtures occasioned by its entry upon said premises, other than the necessary cutting or trimming of trees or shrubs as above provided, and the Grantee shall indemnify the Grantor against any and all suits, actions or valid claims of third parties arising out of the construction, maintenance or operation of said facilities.

DATED this 20th day of December, 1951.

(SEAL) J. H. McCloskey (SEAL)  
(SEAL) Sarah A. McCloskey (SEAL)

72568

STATE OF OREGON )  
County of Coos ) ss.

I HEREBY CERTIFY that the within instrument was received and duly recorded by me in said County Records Book of Deeds

Vol. 221 Page 218  
on SEP 10 1952  
19... at 2:30 o'clock P.M.

WITNESS MY HAND AND SEAL OF OFFICE

Clerk or Recorder of said County, Oregon

GEORGIANNA VAUGHAN

By Bruce Deputy

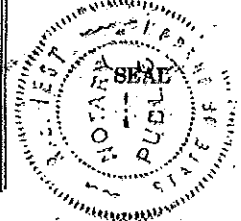
100 pd.

STATE OF OREGON )  
County of Coos ) ss.

On this 20th day of December, A.D. 1951, personally appeared the above named J. H. M. S. Closkey and Sarah A. M. S. Closkey, his wife and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: R. E. West  
Notary Public for Oregon

My Commission expires August 1, 1955



Map No. ...  
W. O.

County No. ...

RIGHT OF WAY EASEMENT

For value received the undersigned Grantors, J. H. McCloskey and Sarah McCloskey, husband and wife

do hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, the Grantee, an easement or right of way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys and other supports and the right to place all or any part of such line in underground conduits) and the right to clear and cut away all trees, brush and timber within 50 feet on each side of the center line of said transmission and distribution line, and to cut and remove trees outside of said 50 foot strips which might endanger said transmission line, at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Coos County, State of Oregon, to wit:

Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) and the West half of the Northeast quarter (W $\frac{1}{2}$  of NE $\frac{1}{4}$ ) of Section 32, Township 28 South, Range 12 West of the Willamette Meridian.

It is hereby agreed that no trees shall be cut on the West 20 feet of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 32-T, 28S - R12 W.W.M.



Together with the right of ingress and egress over the adjacent lands of the Grantors for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

The Grantee shall pay to the Grantors reasonable compensation for any damage caused by Grantee, or its agents, to any property or crops (growing or to be grown) on the above described real property, arising out of the construction, reconstruction, operation or maintenance of said transmission and distribution line.

All such rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 21 day of June, 1956.

\_\_\_\_\_  
(SEAL) J. H. McCloskey (SEAL)  
\_\_\_\_\_  
(SEAL) Sarah McCloskey (SEAL)  
Sarah McCloskey

STATE OF Oregon }  
COUNTY OF Coos } ss

On this 21 day of June, 1956, personally appeared before me, a notary public in and for said State, the within named J. H. McCloskey and Sarah McCloskey, husband and wife to me known to be the identical persons described therein and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Elden D. Swank  
Notary Public for Oregon  
residing at Springfield therein  
My commission expires Sept., 15, 1956



RECORDED JUN 27 1956 AT 11:25 AM  
GEORGIANNA VAUGHAN, COUNTY CLERK  
Myrtle Point - Norway

E A S E M E N T  
29409

KNOW ALL MEN BY THESE PRESENTS, THAT ERNEST E. ALLEN and LYNNE L. ALLEN, husband and wife, and SARAH A. McCLOSKEY, a widow unmarried, herein referred to as First Parties, in consideration of ONE and NO/100 (\$1.00) Dollars and other valuable consideration, to them in hand paid by COQUILLE VALLEY, OREGON, LODGE NO. 1935 BENEFICENT & PROTECTIVE ORDER OF ELKS, a corporation, herein referred to as Second Party, receipt whereof is hereby acknowledged, do hereby grant unto Second Party, its successors and assigns, a permanent right of way and easement over and across the real property hereinafter described for purposes of constructing, laying, replacing, repairing, maintaining, and removing a pump site on or near the bank of the Coquille River and a water pipe line from such pump site running in a generally North and South direction through said premises, which property is described as follows, to-wit:

Lands owned by First Parties, or any of them, situated in Lot 7 and the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 31, and Lot 3 and the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 32, Township 20 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The grant of said Right of Way and Easement is subject to the following conditions which Second Party, by acceptance hereof assumes:

1. That the water line shall be installed at a minimum depth of 18 inches from the surface of the ground.
2. That upon completion of laying the pipe line or any subsequent repair or replacement thereof, the pipeline ditch shall be back-filled and re-seeded to the end that the premises shall be restored as nearly as practicable to their present existing condition.

3. That the pump site and pipeline shall be installed at a location/agreeable to First Parties.

TO HAVE AND TO HOLD said Right of Way and Easement unto Second Party, its successors and assigns, forever.

IN WITNESS WHEREOF First Parties have hereunto set their hands and seals this 20th day of October, 1960.

Ernest E. Allen (SEAL) Ernest E. Allen

Lynne L. Allen (SEAL) Lynne L. Allen

Sarah A. McCloskey (SEAL) Sarah A. McCloskey

"FIRST PARTIES"

STATE OF OREGON )
County of Coos ) ss.

On this 20th day of October, 1960, before me, the undersigned, A Notary Public in and for said county and state, personally appeared the within named ERNEST E. ALLEN and LYNNE L. ALLEN, husband and wife, and SARAH A. McCLOSKEY, a widow unmarried, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

[Signature]
Notary Public for Oregon

My Commission Expires: 5-31-63

RECORDED OCT 24 1960 AT 1:30
GEORGIA F. N. V. UGHAN, COUNTY CLERK

77 9 15146

E A S E M E N T

We, ERNEST ALLEN and LYNNE L. ALLEN, husband and wife, of Box 43, Norway, Coos County, State of Oregon, hereinafter referred to and designated as "GRANTORS", in consideration of \$25.00 per annum, do hereby convey and release unto BERNIECE BASTIEN an individual, hereinafter referred to and designated as "GRANTEE", an easement and right of way for a certain water pipeline, hereinafter more particularly designated and described, over and across lands owned by us and situated in the County of Coos, State of Oregon, and more particularly described as follows, to-wit:

SEE exhibit "A" Attached hereto and by this reference made a part hereof as though fully set forth herein.

The easement and right of way mentioned above shall be six inches (6") wide and shall run along the entire eastern boundary of the above-described real property beginning at old Highway 42 South and running in a southerly direction to the Coquille River. The pipeline shall be buried a minimum of twenty-four inches (24") from the surface of the ground.

The right of way hereby conveyed and released is for the sole purpose of constructing and maintaining under and across the above-described land a water pipeline to supply water to grantee's property.

The grantee covenants with the grantor that she, her heirs, or assigns, will pay for any damages done to the land, growing crops or livestock of grantors during the construction and installation of the pipeline and will restore all fences and repair or replace any existing tilling which might be damaged during construction, and will restore the surface of the ground in as good a condition as when entered upon

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by the grantee or her agent. The grantee further covenants with the grantors, that she, her heirs or assigns, will pay for any damages done at any time hereafter to land, crops, livestock, fences, or tilling, in the event it shall become necessary to go upon the lands of the grantors for the purpose of repairing or maintaining the pipeline. It is expressly agreed that payments for any damages when so determined shall be made immediately and in cash. Grantee, for herself, her heirs, and assigns, covenants with Grantors, their heirs and assigns, at her own costs and expense, shall install and construct said pipeline, and from time to time, and at all times hereafter, at her own cost and expense, will repair and maintain, in a proper, substantial and workmanlike manner, the above-described pipeline.

It is expressly understood and agreed that Grantee shall have the right of ingress to and egress from the property described above belonging to Grantors for the purpose of maintaining, repairing and keeping the pipeline in useable condition at all times, subject to the terms and conditions of this agreement.

It is expressly understood and agreed between the Grantors and Grantee that, should the parties fail to mutually agree whether a breach of this agreement has occurred, that the determination of the Grantors shall be final. The Grantors determination, however, shall not be unreasonably made.

IN WITNESS WHEREOF, the parties have executed this agreement on the 31 day of August, 1977.

GRANTORS:

Ernest S. Allen  
Ernest Allen

Lynne L. Allen  
Lynne L. Allen

Notary Public for Oregon  
Allo Allen, Myself  
My Commission Expires 6-17-78

GRANTEE:

Bernice M. Bastien  
Bernice Bastien



Parcel 1: Beginning at low water mark on the Coquille River where the Eastern boundary of lot 6, Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, comes to the same and run thence North  $17\frac{1}{2}$  rods; thence West  $14\frac{2}{3}$  rods; thence South to the low water mark of said River; thence along low water mark to the place of beginning.

Parcel 2. The SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  and Lot 7 of Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, save and except the following: A parcel of land heretofore conveyed to Anna Nelson by deed recorded in Book 10, Page 38, Deed Records of Coos County, Oregon, as follows: Commencing at a stake on the East bank of the Coquille River, from which a myrtle stump 2 feet in diameter bears North  $56^{\circ}$  West 73 links; thence North  $20^{\circ}$  East 13 rods; thence West  $10^{\circ}$  South 18 $\frac{1}{4}$  rods; thence South  $10^{\circ}$  East 17 rods to low water mark on the Coquille River; thence along low water mark 13 rods; thence North  $10^{\circ}$  West 5 rods to the place of beginning. Also, excepting 1 acre heretofore conveyed to Jonas H. Newcomer by deed recorded in Book 10, Page 59, Deed Records of Coos County, Oregon. Also, excepting a parcel conveyed to Anna Nelson by deed recorded in Book 15, Page 424, Deed Records of Coos County, Oregon, as follows: Beginning at the Northwest corner of land in deed recorded in Book 10, Page 38, Deed Records of Coos County, Oregon; thence West  $11^{\circ}$  South 10 rods 8 links; thence South  $11^{\circ}$  West 17 rods to low water mark on Coquille River; thence up said river at said low water mark to Southwest corner of lot first mentioned; thence to place of beginning. Also, excepting the following tract heretofore conveyed to Port of Coquille River by deed recorded in Book 83, Page 272, Deed Records of Coos County, Oregon: Commencing at the Section corner to Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains to the place of beginning and a  $\frac{1}{4}$  inch iron pipe from which the southwest corner of the Creamery Building bears North  $8^{\circ}$  West .528 chains; thence South  $75^{\circ}$  30' West 1.62 chains to a  $\frac{1}{4}$  inch iron pipe; thence South  $68^{\circ}$  30' West 3 chains to a  $\frac{1}{4}$  inch iron pipe; thence South .70 chains to the low waterline of the Coquille River thence up the low water line of the right bank of the Coquille River to a point which is South of the place of beginning; thence North .76 chains to the place of beginning. Also, excepting the

77 9 15149

following: Commencing at the section corner to Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains; thence South 75° 30' West 1.62 chains; thence North 6° West 2.25 chains to an iron stake which is the Northeast corner and place of beginning of the tract hereinafter described; running thence West 10° South 18¼ rods; thence West 11° South 10 rods 8 links; thence South 11° West 17 rods, more or less, to low water line; thence up stream following low water line to a point South 10° East 5 rods from a point which is South 20° West 13 rods from the place of beginning; thence North 10° West 5 rods; thence North 20° East 13 rods to the place of beginning. Also, excepting the following: Commencing at the section corner of Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains; thence South 75° 30' West 1.62 chains; thence North 6° West 2.25 chains; to an iron stake which is the Northeast corner of the tract of land known as the McCloskey tract; thence West 10° South 18¼ rods; thence West 11° South 10 rods 8 links, being the place of beginning and being the Northwest corner of the McCloskey tract; running thence West 11° South 9½ rods; thence South 11° West 20 rods, more or less, to low water mark of Coquille River; thence following low water mark up stream 9½ rods to a point, being the Southwest corner of the McCloskey tract and being South 11° West 17 rods from the place of beginning; thence North 11° East 17 rods to the place of beginning.

Parcel 3: Those portions of the SW¼ of the NW¼ and lot 3 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying South and West of the Southern Pacific Railroad right of way, save and except the following: Beginning at the point of intersection of the Southwesterly boundary of the right of way of the Southern Pacific Railroad through the SW¼ of said Section 32 with the East boundary of the NW¼ of the SW¼ of the said Section 32, from which point the Southeast corner of the NE¼ of the SW¼ of said Section 32 bears South 56° 12' East a distance of 1607.3 feet; and running thence South 1° 27' West along the said East boundary of the NW¼ of the SW¼ of Section 32 for a distance of 617.1 feet; thence South 37° 09' West for a distance of 351.5 feet; thence North 62° 35' West for a distance of 387.75 feet; thence North 24° 45' West for a distance of 278 feet, more or less, to a point on the Southeasterly boundary of the right of way of the County road; thence Easterly and Northeasterly along the said right of way boundary for a distance of 770 feet, more or less, to a point on the Southwesterly boundary of the above mentioned Southern Pacific Railroad right of way; thence South 42° 17' East along the said right of way boundary for a distance of 368.5 feet, more or less, to the point of beginning.

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subject, however, to the following exceptions:

1. An agreement concerning the preservation of the trees on a portion of said premises heretofore made with the State of Oregon, by and through its State Highway Commission, by instrument recorded in Book 162, Page 556, Deed Records of Coos County, Oregon.
2. An easement for power pole anchors and lines heretofore given to Mountain States Power Company by instrument recorded in Book 221, Page 218, Deed Records of Coos County, Oregon.
3. An easement for poles and power lines heretofore given to Pacific Power & Light Company by instrument recorded in Book 251, Page 342, Deed Records of Coos County, Oregon.

77 9 15146

State of Oregon  
County of Coos

SEP 13 2 39 PM '77

9464

I hereby certify that the within instrument was filed for record in the Coos County Deed Records.

WITNESS my hand and seal of County affixed:  
MARY ANN WILSON  
Coos County Clerk

By: *[Signature]* deputy  
Return to: .....

Fee: *15* .....

EXHIBIT "A" - page 3 and last. TATI 42214

After recording, return to:

RETURN TO F.A.T. CO.

1474052 VR

RECORDED BY FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON AS  
ACCOMMODATION ONLY. NO LIABILITY  
IS ACCEPTED FOR THE CONDITION OF  
THE TITLE OR VALIDITY, SUFFICIENCY  
ON EFFECT OF THIS DOCUMENT

## WARRANTY DEED

ERNEST E. ALLEN as Trustee of the Ernest E. Allen Revocable Trust under Trust Agreement dated December 30, 2005, LYNNE L. ALLEN as Trustee of the Lynne L. Allen Revocable Trust under Trust Agreement dated December 30, 2005, and BEAU L. ALLEN, "Grantors" convey and warrant to BEAU L. ALLEN and SHAWNA ALLEN, husband and wife, as tenants by the entirety, "Grantees," the following described real property, free of encumbrances, except as specifically set forth herein:

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

The true and actual consideration for this conveyance is other property or value which is the whole consideration therefor.

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

Until a change is requested all tax statements should be sent to the following address: Beau L. Allen and Shawna Allen, 668 7<sup>th</sup> Street, Myrtle, Point, Oregon, 97458.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Ernest E. Allen  
Ernest E. Allen as Trustee of the Ernest  
Ernest E. Allen Revocable Trust  
u.t.a. dated December 30, 2005

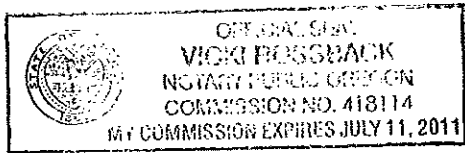
Lynne L. Allen  
Lynne L. Allen as Trustee of the Lynne  
L. Allen Revocable Trust u.t.a. dated  
December 30, 2005

Beau L. Allen  
Beau L. Allen

STATE OF OREGON        )  
  ) ss.  
County of Coos         )

11-16-09, 2009

Personally appeared before me the above named Ernest E. Allen who being first duly sworn did say: That he is the Trustee of the Ernest E. Allen Revocable Trust u.t.a. dated December 30, 2005; that he is authorized to execute the foregoing instrument as Trustee of said Trust; and, he acknowledged the foregoing instrument as his voluntary act and deed as Trustee of said Trust.

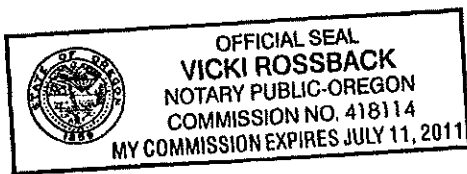


Vicki Bessback  
Notary Public - State of Oregon

STATE OF OREGON       )  
  ) ss.  
County of Coos         )

11-16-09, 2009

Personally appeared before me the above named Lynne L. Allen who being first duly sworn did say: That she is the Trustee of the Lynne L. Allen Revocable Trust u.t.a. dated December 30, 2005; that she is authorized to execute the foregoing instrument as Trustee of said Trust; and, she acknowledged the foregoing instrument as her voluntary act and deed as Trustee of said Trust.

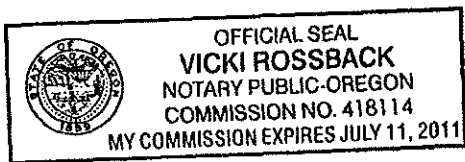


*Vicki Rossback*  
Notary Public - State of Oregon

STATE OF OREGON       )  
  ) ss.  
County of Coos         )

11-17-09, 2009

Personally appeared before me the above-named Beau L. Allen who acknowledged the foregoing instrument as his voluntary act and deed.



*Vicki Rossback*  
Notary Public - State of Oregon

**EXHIBIT "A"**

PARCEL 1:

Beginning at low water mark on the Coquille River where the Eastern boundary of Lot 6, Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, comes to the same and run thence North 171-1/2 rods; thence West 14-2/3 rods; thence South to the low water mark of said River; thence along low water mark to the place of beginning.

PARCEL 2:

The SE1/4 of the NE1/4 and Lot 7 of Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, save and except the following: A parcel of land heretofore conveyed to Anna Nelson by deed recorded in Book 10, Page 38, Deed Records of Coos County, Oregon, as follows: Commencing at a stake on the East bank of the Coquille River, from which a myrtle stump 2 feet in diameter bears North 56° West 73 links; thence North 20° East 13 rods; thence West 10° South 18-1/4 rods; thence South 10° East 17 rods to low water mark on the Coquille River; thence along low water mark 13 rods; thence North 10° West 5 rods to the place of beginning. Also, excepting 1 acre heretofore conveyed to Jonas R. Newcomer by deed recorded in Book 10, Page 59, Deed Records of Coos County, Oregon. Also, excepting a parcel conveyed to Anna Nelson by deed recorded in Book 15, Page 424, Deed Records of Coos County, Oregon, as follows: Beginning at the Northwest corner of land in deed recorded in Book 10, Page 38, Deed Records of Coos County, Oregon; thence West 11° South 10 rods 8 links; thence South 11° West 17 rods to low water mark on Coquille River; thence up said river at said low water mark to Southwest corner of lot first mentioned; thence to place of beginning. Also, excepting the following tract heretofore conveyed to Port of Coquille River by deed recorded in Book 83, Page 272, Deed Records of Coos County, Oregon; Commencing at the Section corner to Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains to the place of beginning and a 1-1/4 inch iron pipe from which the southwest corner of the Creamery Building bears North 8° West .528 chains; thence South 75° 30' West 1.62 chains to a 1-1/4 inch iron pipe; thence South 68° 30' West 3 chains to a 1-1/4 inch iron pipe; thence South .70 chains to the low water line of the Coquille River; thence up the low water line of the right bank of the Coquille River to a point which is South of the place of beginning; thence North .76 chains to the place

of beginning. Also, excepting the following: Commencing at the section corner to Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains; thence South 75° 30' West 1.62 chains; thence North 6° West 2.25 chains to an iron stake which is the Northeast corner and place of beginning of the tract hereinafter described; running thence West 10° South 18-1/4 rods; thence West 11° South 10 rods 8 links; thence South 11° West 17 rods, more or less, to low water line; thence up stream following low water line to a point South 10° East 5 rods from a point which is South 20° West 13 rods from the place of beginning; thence North 10° West 5 rods; thence North 20° East 13 rods to the place of beginning. Also, excepting the following: Commencing at the section corner of Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains; thence South 75° 30' West 1.62 chains; thence North 6° West 2.25 chains; to an iron stake which is the Northeast corner of the tract of land known as the McCloskey tract; thence West 10° South 18-1/4 rods; thence West 11° South 10 rods 8 links, being the place of beginning and being the Northwest corner of the McCloskey tract; running thence West 11° South 9-1/2 rods; thence South 11° West 20 rods, more or less, to low water mark of Coquille River; thence following low water mark up stream 9-1/2 rods to a point, being the Southwest corner of the McCloskey tract and being South 11° West 17 rods from the place of beginning; thence North 11° East 17 rods to the place of beginning.

PARCEL 3:

Those portions of the SW1/4 of the NW1/4 and Lot 3 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying South and West of the Southern Pacific Railroad right of way, save and except the following: Beginning at the point of intersection of the Southwesterly boundary of the right of way of the Southern Pacific Railroad through the SW1/4 of said Section 32 with the East boundary of the NW1/4 of the SW1/4 of the said Section 32, from which point the Southeast corner of the NE1/4 of the SW1/4 of said Section 32 bears South 56° 12' East a distance of 1607.3 feet; and running thence South 1° 27' West along the said East boundary of the NW1/4 of the SW1/4 of Section 32 for a distance of 617.1 feet; thence South 87° 09' West for a distance of 351.5 feet; thence North 62° 55' West for a distance of 387.75 feet; thence North 24° 45' West for a distance of 278 feet, more or less, to a point on the Southeasterly boundary of the right of way of the County Road; thence Easterly and Northeasterly along the said right of way boundary for a distance of 770 feet, more or less, to a point on the Southwesterly boundary of the above

mentioned Southern Pacific Railroad right of way; thence South 42° 17' East along the said right of way boundary for a distance of 368.5 feet, more or less, to the point of beginning.

PARCEL 4:

A parcel of land situated in the NW 1/4 of the SW 1/4 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a 5/8 inch iron rod on the East boundary of said NW 1/4 of the SW 1/4, said rod being 1591.97 feet North and 1325.93 feet West of the South quarter corner of said Section 32; thence South 87° 09' West 250 feet to a 5/8 inch iron rod; thence North 16° 21' West 730.95 feet to a 5/8 inch iron rod set on the Southeasterly boundary of the County Road; thence along said road boundary on the following courses; around a 1125.92 foot radius curve to the right, the long chord of which bears North 46° 00' East 31.45 feet; thence North 47° 36' East 268.55 feet to a point on the Southwesterly boundary of the Southern Pacific Railroad; thence along said railroad boundary South 42° 17' East 391.70 feet to a point on the East boundary of the NW 1/4 of the SW 1/4 of Section 32; thence along the 1/16 section line South 1° 27' West 617.1 feet to the point of beginning.

PARCEL 5:

Beginning at a 5/8 inch iron rod at a point 1591.97 feet North 1325.93 feet West and South 87° 09' West 250 feet of the South quarter corner of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 87° 09' West 101.5 feet; thence North 62° 55' West 387.75 feet; thence North 24° 45' West 278 feet to the Southerly boundary of the County Road; thence Northeasterly along said county road boundary 470 feet to the Northwest corner of the parcel conveyed to Coquille Lodge No. 53, IOOF, Coquille, Oregon on May 13, 1964, in Book 309, Page 463, Deed Records of Coos County; thence South 16° 21' East 730.95 feet to the point of beginning.

EXCEPTING AND RESERVING TO Grantors and Grantors' successors and assigns from the above described Parcels 1, 2, 3, 4, and 5 all minerals and mineral rights, interests, and royalties, including, but not limited to, oil, gas, and other hydrocarbon substances, as well as metallic and other solid materials, in and under said Parcels 1, 2, 3, 4, and 5.

ALSO EXCEPTING AND RESERVING from the above described Parcels 1, 2, and 3 to and for the benefit of Ernest E. Allen, Lynne L. Allen, and the survivor of them, a life estate in the house commonly known as 94315 Lower Norway Lane, Myrtle Point, Oregon, together with approximately one acre of surrounding yard, the driveway to said house, the water line from the river to said house, the septic system and drainfield for said house, and the garage and outbuildings associated with said house (hereinafter collectively referred to as the "life estate property"). The life estate reserved hereby shall be for the lives of Ernest E. Allen, Lynne L. Allen, and the survivor of them. The following terms and provisions shall apply to said life estate:

- (A) During the term of the life estate Ernest E. Allen and Lynne L. Allen, or the survivor of them, (hereinafter the "life tenant(s)") shall be responsible for all maintenance and repair of the life estate property necessary to keep said property in the same or better condition as said property now exists.
- (B) During the term of the life estate the holder(s) of the remainder interest shall carry fire and casualty insurance on the life estate property insuring the same for its maximum replacement value. The life tenant(s) shall be named as additional insureds under said policy and the proceeds of such policy shall be payable to the life tenant(s) and the holder(s) of the remainder interest as their interests appear. In the event of an insured loss, all proceeds paid under such insurance policy shall be used to repair or replace the damaged property. The repair or replacement of uninsured damage to the life estate property, including all deductible amounts under any applicable insurance policy, shall be paid for by the holder(s) of the remainder interest.
- (C) During the term of the life estate the holder(s) of the remainder interest shall maintain single limit liability insurance coverage in an amount not less than \$500,000.00 to protect against risks arising directly or indirectly out of any condition of the life estate property or activities on the life estate property and shall include the life tenant(s) as additional insureds under such policy.

- (D) During the term of the life estate, the holder(s) of the remainder interest shall pay all real property taxes on the life estate property.
- (E) During the term of the life estate on the anniversary date of this Deed the life tenant(s) shall pay the sum of \$1,700.00 to the holder(s) of the remainder interest as the life tenant's(s') contribution toward the previous year's taxes and insurance on the life estate property. The first such payment shall be paid one year from the date of this Deed. Upon termination of the life estate the last such payment shall be prorated on a daily basis.
- (F) During the term of the life estate the life tenant(s) shall not cause or permit any waste to be committed to the life estate property. The life tenant(s), at their cost and expense, may make improvements and alterations to the life estate property, as long as such improvements and alterations do not lessen the value of the life estate property. All improvements and alterations which are made to the life estate property shall become a part of said real property.
- (G) During the term of the life estate the life tenant(s) shall allow use the life estate property only as a residence. The life tenant(s) will not permit the life estate property to be used for any offensive or unlawful purposes and shall fully observe and comply with all laws, regulations, and requirements of governmental agencies affecting the use and occupancy of the life estate property.
- (H) In the event a life tenant can no longer reside on the life estate property due to a permanent medical condition that will not improve so as to allow the life tenant to again reside on the life estate property, then such life tenant's life estate on said property shall be deemed to have terminated.
- (I) The life tenant(s) shall not rent the life estate property or allow any third party to occupy the life estate property in their absence. The life tenant(s) are allowed to have other people reside on the life estate

property with them, or either of them, including, but not limited to a caregiver or caregivers.

AND SUBJECT TO AND EXCEPTING:

1. Real property taxes for the fiscal year 2009-2010.
2. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
3. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
4. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the mean high water mark of Coquille River and the ownership of the state of Oregon in that portion lying below the high water mark of Coquille River .
5. Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Coquille River or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.
6. Governmental rights in connection with flood control and propagation of anadromous fish and public rights of fishing and recreational navigation in and to the water, bed and shoreline of the Coquille River.
7. Agreement, including terms and provisions thereof, recorded June 28, 1946, in Volume 162, Page 556, Deed Records of Coos County, Oregon.
8. Easement Agreement, including terms and provisions thereof, recorded October 21, 1960, in Volume 281, Page 460, Deed Records of Coos County, Oregon.

9. Agreement, including terms and provisions thereof,  
recorded May 13, 1964, in Volume 309, Page 465,  
Deed Records of Coos County, Oregon.



**WARRANTY DEED**  
(Individual)

Know All Men by These Presents, that I, Sarah A. McCloskey, a widow, grantor, for the consideration of the sum of Five Thousand Three Hundred Seventy and No/100 (\$5,370.00) DOLLARS to Me, paid, have bargained and sold and by these presents do bargain, sell and convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, the following described premises, to wit:

A parcel of land lying in the NW1/4 of Section 32, Township 28 South, Range 12 West, W. M., Coos County, Oregon, and being a portion of that property described in that deed to James H. McCloskey and Sarah A. McCloskey, recorded in Book 120, Page 181, of Coos County Records of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on each side of the center line of the Coos Bay-Roseburg Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 287+90.53, said Station being 207.60 feet South and 1322.77 feet West of the Northeast corner of the NW1/4 of said Section 32; thence South 18° 52' East, 1009.23 feet; thence on a spiral curve left (the long chord of which bears South 19° 32' East) 400 feet; thence on a 5729.58 foot radius curve left (the long chord of which bears South 29° 23' 15" East) 1704.17 feet; thence on a spiral curve left (the long chord of which bears South 39° 14' 30" East) 400 feet to Engineer's center line Station 323+03.97.

The widths in feet of the strip of land above referred to are as follows:

Station to	Station	Width on Northeastly Side of Center Line	Width on Southwestly Side of Center Line
287+00	293+00	220 taper to 210	90
293+00	297+00	210 taper to 120	90
297+00	297+39.80	120 taper to 80	90 taper to 110
297+39.80	305+00	80 in a straight line to 105	110 in a straight line to 100
305+00	308+00	105 in a straight line to 75	100 in a straight line to 115
308+00	311+40	75 in a straight line to 100	115 in a straight line to 155
311+40	313+75	100 in a straight line to 100	155 in a straight line to 60

EXCEPT therefrom that property described in that deed to Norway Cemetery Association, recorded in Book 308, Page 407 of Coos County Records of Deeds,

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 9.7 acres, more or less.

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future or potential common law or statutory abutter's easements of access between all of the Grantor's remaining real property and the parcel hereinabove described; EXCEPT, however,

Reserving, for service of the said remaining property, right of access from Grantor's remaining property to the highway right of way, at the following place and for the following width:

Hwy. Eng'g. Sta.	Width	Side of Hwy.	Purpose
298+00	25 feet	Easterly	Unrestricted

Grantee has the right to construct or otherwise provide at any future time a public frontage road or roads; whereupon all rights of access hereinabove reserved to and from the highway that are on or adjacent to any such frontage road or roads shall cease, but the Grantor, her heirs and assigns shall give access to the frontage road or roads for

67-2-15947

any purpose upon obtaining a permit from the State under the applicable statutes and regulations governing the same. Said road or roads shall be connected to the main highway or to other public ways only at such places as the Grantee may select.

It is expressly intended that the covenants, burdens, restrictions and reservations contained herein shall run with the land and shall forever bind the Grantor, her heirs and assigns.

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And I, the said grantor, do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that I am the owner in fee simple of said premises; that they are free from all encumbrances

and that I will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal

this 17 day of Feb, 1967

Done in presence of:

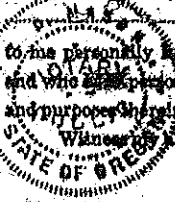
*[Signature]*

*Sarah A. McCloskey* (SEAL)

(SEAL)

STATE OF OREGON STATE HIGHWAY COMMISSION	762
67-2-15946	
STATE OF OREGON COUNTY OF COOS I hereby certify that the within instrument was filed for record	FEB 23 10 01 AM '67
Notary Public for Oregon	

STATE OF OREGON,  
County of COOS  
On the 17 day of Feb, 1967, personally came before me,  
a Notary Public in and for said county and state, the within named Sarah A. McCloskey, a widow  
to me personally known to be the identical person described in and who executed the within instrument,  
and who ~~has~~ personally acknowledged to me that she executed the same freely and voluntarily for the uses  
and purposes therein named.  
Witness my hand and official seal the day and year last above written.



My commission expires 19.....  
MY COMMISSION EXPIRES MAY 25, 1967

67-2-15946

67-3-16352

File 39836

### QUITCLAIM DEED

(Individual)

Know All Men by These Presents, That I, Ernest Allen, also known as

Ernest F. Allen

Grantor

for the consideration of

the sum of One and No/100 (\$1.00) ----- DOLLARS,

to me paid, do hereby remise, release and forever quitclaim unto the STATE OF OREGON, by

and through its STATE HIGHWAY COMMISSION, the following described premises, to wit:

A parcel of land lying in the W<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> of Section 32, Township 28 South, Range 12 West, W.M., Coos County, Oregon, and being a portion of that property described in that deed to James H. McCloskey and Sarah A. McCloskey, recorded in Book 120, Page 181, of Coos County Records of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on each side of the center line of the Coos Bay-Roseburg Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 287+90.53, said Station being 207.60 feet South and 1122.77 feet West of the Northeast corner of the NW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> of said Section 32; thence South 18° 52' East, 1009.27 feet; thence on a spiral curve left (the long chord of which bears South 19° 32' East) 400 feet; thence on a 5729.58 foot radius curve left (the long chord of which bears South 29° 23' 15" East) 1704.17 feet; thence on a spiral curve left (the long chord of which bears South 39° 14' 30" East) 400 feet to Engineer's center line Station 323+03.97.

The widths in feet of the strip of land above referred to are as follows:

Station to	Station	Width on Northeastern Side of Center Line	Width on Southwesterly Side of Center Line
289+00	293+00	220 taper to 210	90
293+00	297+00	210 taper to 120	90
297+00	297+99.80	120 taper to 80	90 taper to 110
297+99.80	305+00	80 in a straight line to 105	110 in a straight line to 100
305+00	308+00	105 in a straight line to 75	100 in a straight line to 115
308+00	311+40	75 in a straight line to 100	115 in a straight line to 155
311+40	313+75	100 in a straight line to 100	155 in a straight line to 60

EXCEPT therefrom that property described in that deed to Norway Cemetery Association, recorded in Book 308, Page 407 of Coos County Records of Deeds.

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 9.7 acres, more or less.

As a part of the consideration hereinabove stated, there is also remise, released and relinquished to the Grantee all existing, future or potential common law or statutory abutter's easements of access between the parcel hereinabove described and the remainder of the real property which is under lease to said Grantor from Sarah A. McCloskey; it being understood, however, that there shall be reserved unto Grantor, his heirs and assigns, for service of said remaining leased property for the duration of said lease or renewals thereof, those rights of access to the highway right of way reserved in the warranty deed from Sarah A. McCloskey to the State of Oregon, by and through its State Highway Commission, which are adjacent or appurtenant to said remaining leased property.

ro/kr

67-3-16353

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said STATE OF OREGON, by and through its State Highway Commission, its successors and assigns forever.

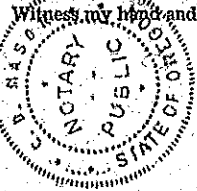
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3<sup>rd</sup> day of March, 19 67.

Done in presence of:

Mrs. J. T. Mason } Ernest E. Allen [Seal]
Patie M. Basula } [Seal]

QUITCLAIM DEED
FROM Ernest Allen
TO STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION
67-3-16352
State of Oregon
County of Coos
I hereby certify that the within instrument was filed for record
MAR 14 10 44 AM '67
and recorded in book of the within page of Record of said County
WITNESS my hand and Seal of County of Coos, Oregon, this 14th day of March, 1967.
By [Signature] Deputy
Return to [Signature]
Fee
OREGON STATE HIGHWAY COMMISSION
Salem, Oregon
State Printing 1965

STATE OF OREGON, County of Coos, On this 3<sup>rd</sup> day of March, 19 67, personally came before me, a Notary Public in and for said county and state, the within named Ernest Allen and his wife, to me personally known to be the identical person... described in, and who executed the within instrument, and who each personally acknowledged to me that he... executed the same freely and voluntarily for the uses and purposes therein named.



Witness my hand and official seal the day and year last above written.
[Signature]
Notary Public for Oregon
MY COMMISSION EXPIRES MAY 25, 1968

FSA-2029M-OR

(10-08-08)

UNITED STATES DEPARTMENT OF AGRICULTURE  
Farm Service Agency

MORTGAGE FOR OREGON

After recording, return this document to:

Farm Service Agency  
2440 NW Troost St.  
Suite 201  
Roseburg, OR 97471

RECORDED BY FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON AS  
ACCOMMODATION ONLY. NO LIABILITY  
IS ACCEPTED FOR THE CONDITION OF  
THE TITLE OR VALIDITY, SUFFICIENCY  
ON EFFECT OF THIS DOCUMENT

147405212

This Space Reserved for County Filing Officer Use Only

Form Approved - OMB No. 0560-0237

(See Page 7 for Privacy Act and Public Burden Statements.)

THIS MORTGAGE ("instrument") is made on 11-17, 2009. The mortgagor is BEAU L. ALLEN  
AND SHAWNA M. ALLEN

("Borrower") whose mailing address is 668 7<sup>th</sup> St., Myrtle Point, OR 97458

. This instrument is given to the United States of America,  
acting through the Farm Service Agency, United States Department of Agriculture ("Government") located at  
2440 NW Troost St., Ste. 201, Roseburg, OR 97471

This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note"),  
which have been executed or assumed by Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire  
debt upon any default:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
<u>11-17-2009</u>	<u>\$275,000.00</u>	<u>4.75 %</u>	<u>11-17-2039</u>

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as  
provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loans evidenced by the above note.

This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any  
amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S.C. § 2001; (3) payment of all advances and expenditures, with  
interest, made by the Government; and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan  
agreements.

In consideration of any loan made by the Government under the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1921 *et. seq.* as  
evidenced by the note, Borrower irrevocably mortgages, grants and conveys to Government the following described property situated in the State of  
Oregon, County or Counties of Coos

COOS COUNTY CLERK, OREGON TOTAL \$76.00  
TERRI L. TURI, CCC, COUNTY CLERK

11/18/2009 #2009-11530  
03:57PM 1 OF 8

Initial SA Date 11/17/09  
BA.

See Attached "Exhibit A"

(For Additional Legal Description, See Exhibit "A" Attached)

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto (including, but not limited to, irrigations systems, including pumps, motors, electrical panels, pipe, sprinklers, and other accessories pertaining thereto; seed cleaning and storage systems, including cleaners, elevators, pipe, scales, baggers, fans, motors, electrical panels, and other accessories pertaining thereto; milking, milk handling, and milk storage systems, and other accessories pertaining thereto; manure handling systems; livestock feeding systems; whether or not attached to the real estate), the rents, issues and profits thereof, revenues and income therefrom, all water, water rights, water certificates, water permits, water allotments, and water stock pertaining thereto no matter how evidenced, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions, that are now or hereafter included in, affixed, or attached to "the property."

Borrower COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property.

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

1. **Payment.** Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.
2. **Fees.** Borrower shall pay to the Government such fees and other charges that may now or later be required by Government regulations.
3. **Application of payments.** Unless applicable law or Government's regulations provide otherwise all payments received by the Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the note; (c) to principal due under the note; (d) to late charges and other fees and charges.
4. **Taxes, liens, etc.** Borrower shall pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
5. **Assignment.** Borrower grants and assigns as additional security all the right, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses, rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property; and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guaranties and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.

Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money may, at the option of the Government, be applied on the debt whether due or not. The Government shall not be obligated to collect such money, but shall be responsible only for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.

Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of executing this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.

Initial SA Date 11/17/09  
BA.

6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 et. seq. and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.

7. **Advances by Government.** The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any secured debt to the Government, in any order the Government determines.

8. **Protection of lien.** Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, costs of recording this and other instrument, attorneys' fee, trustees' fees; court costs, and expenses of advertising, selling, and conveying the property.

9. **Authorized purposes.** Borrower shall use the loan evidenced by the note solely for purposes authorized by the Government.

10. **Repair and operation of property.** Borrower shall: (a) maintain improvements in good repair; (b) make repairs required by the Government; (c) comply with all farm conservation practices and farm management plans required by the Government; and (d) operate the property in a good and husbandlike manner. Borrower shall not (e) abandon the property; (f) cause or permit waste, lessening or impairment of the property; or (g) cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals without the written consent of the Government, except as necessary for ordinary domestic purposes.

11. **Legal compliance.** Borrower shall comply with all laws, ordinances, and regulations affecting the property.

12. **Transfer or encumbrance of property.** Except as provided by Government regulations, the Borrower shall not lease, assign, sell, transfer, or encumber, voluntarily or otherwise, any of the property without the written consent of the Government. The Government may grant consents, partial releases, subordinations, and satisfactions in accordance with Government regulations.

13. **Inspection.** At all reasonable times the Government may inspect the property to ascertain whether the covenants and agreements contained in this instrument are being performed.

14. **Hazardous substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. The preceding sentence shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal use and maintenance of the property. Borrower covenants that Borrower has made full disclosure of any such known, existing hazardous conditions affecting the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any federal, state, or local environmental law or regulation. Borrower shall promptly give the Government written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations. As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means Federal laws and regulations and laws and regulations of the jurisdiction where the property is located that relate to health, safety or environmental protection.

15. **Adjustment; release; waiver; forbearance.** In accordance with Government regulations, the Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on the note, (d) release any party who is liable under the note from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all of this can and will be done without affecting the lien or the priority of this instrument or Borrower's liability to the Government for payment of the note secured by this instrument unless the Government provides otherwise in writing. HOWEVER, any forbearance by the Government - whether once or often - in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

16. **Graduation.** If the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the note secured by this instrument and to pay for stock necessary to be purchased in a cooperative lending agency in connection with such loan.

17. **Forfeiture.** Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Government's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security interest. Borrower may cure such default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this security instrument or the Government's security interest.

18. **False statement.** Borrower also shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to the Government (or failed to provide the Government with any material information) in connection with the loan evidenced by the note.

19. **Cross Collateralization.** Default under this instrument shall constitute default under any other security instrument held by the Government and executed or assumed by Borrower. Default under any other such security instrument shall constitute default under this instrument.

20. **Highly erodible land; wetlands.** Any loan secured by this instrument will be in default if Borrower uses any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 C.F.R. part 1940, subpart G, or any successor Government regulation.

Initial *SA* Date *11/17/09*  
*B.A.*

21. **Non-discrimination.** If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, disability, familial status or age.

22. **Notices.** Notices given under this instrument shall be sent by certified mail unless otherwise required by law. Such notices shall be addressed, unless and until some other address is designated in a notice, in the case of the Government to the State Executive Director of the Farm Service Agency at the mailing address shown above, and in the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the mailing address shown above).

23. **Governing law; severability.** This instrument shall be governed by Federal law. If any provision of this instrument or the note or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument or the note which can be given effect without the invalid provision or application. The provisions of this instrument are severable. This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

24. **Successors and assigns; joint and several covenants.** The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Government and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the Note: (a) is co-signing this instrument only to mortgage, grant and convey that Borrower's interest in the property under this instrument; (b) is not personally obligated to pay the sums secured by this instrument; and (c) agrees that the Government and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this instrument or the note without that Borrower's consent.

25. **No merger.** If this instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Government agrees to the merger in writing. If the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.

26. **Time is of the essence.** Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:

27. **Default; death; incompetence; bankruptcy.** Should default occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the Borrower die or be declared incompetent, or should the Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any debt to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of, and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument and sell the property as prescribed by law; and (e) enforce any and all other rights and remedies provided herein or by present or future law.

28. **State law.** Borrower agrees that the Government will not be bound by any present or future State laws (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

29. **Assignment of leases and rents.** Borrower agrees that the assignment of leases and rents in this instrument is immediately effective on the recording of this instrument. Upon default, the Borrower will receive any rents in trust for the Government, and Borrower will not commingle the rents with any other funds. Any amounts collected shall be applied at the Government's discretion first to costs of managing, protecting and preserving the property, and to any other necessary related expenses. Any remaining amounts shall be applied to reduce the debt evidenced by the note(s). Borrower agrees that the Government may demand that Borrower and Borrower's tenants pay all rents due or to become due directly to the Government if the Borrower defaults and the Government notifies Borrower of the default. Upon such notice, Borrower will endorse and deliver to the Government any payments of rents. If the Borrower becomes subject to a bankruptcy, then Borrower agrees that the Government is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment.

30. **Application of foreclosure proceeds.** The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with this instrument, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all other debt to the Government secured by this instrument, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other debt of Borrower to the Government, and (f) any balance to Borrower. If the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to the Government, in the order prescribed above.

Initial *BA* Date *11/17/09*  
*SA*

By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument.

For Entities:

For Individuals:

\_\_\_\_\_  
(Name of Borrower)  
By: \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_ (SEAL)  
Attest: \_\_\_\_\_ (SEAL)

Beau L. Allen  
BEAU L. ALLEN  
Shawna M. Allen  
SHAWNA M. ALLEN

[Entity Seal]

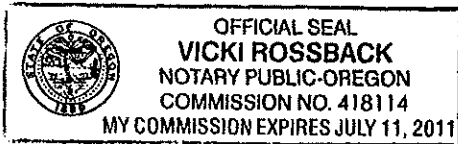
ACKNOWLEDGMENTS

STATE OF OREGON }  
COUNTY OF Coos } ss. (Individuals)

On this 17 day of November, 2009, before me personally appeared Beau L. Allen  
and Shawna M. Allen  
(Name(s) of persons acknowledging)

known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he, she, or they signed and delivered the instrument as his, her, or their free and voluntary act, for the uses and purposes set forth.

Vicki Rossback  
NOTARY PUBLIC of and for the State of Oregon  
My Commission expires: 7/11/11



STATE OF OREGON }  
COUNTY OF \_\_\_\_\_ } ss. (Partnership)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Partners,  
(Names of acknowledging partners)  
on behalf of \_\_\_\_\_, a (n) \_\_\_\_\_ Partnership.  
(Name of partnership) (State in which partnership created)

NOTARY PUBLIC of and for the State of Oregon  
My Commission expires: \_\_\_\_\_

Note: Page 6 of 7 applies to corporation, limited liability company and trust entities only, and will not be recorded for individuals or partnership entities. Page 7 of 7 contains Privacy Act, Public Burden, and USDA Nondiscrimination Statement portions of this document, and will not be recorded.

Initial SA Date 11/17/09  
B.A. 11/17/09

**Exhibit "A"**

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

PARCEL 1:

BEGINNING AT LOW WATER MARK ON THE COQUILLE RIVER WHERE THE EASTERN BOUNDARY OF LOT 6, SECTION 31, TOWNSHIP 28 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, COMES TO THE SAME AND RUN THENCE NORTH 171-1/2 RODS; THENCE WEST 14-2/3 RODS; THENCE SOUTH TO THE LOW WATER MARK OF SAID RIVER; THENCE ALONG LOW WATER MARK TO THE PLACE OF BEGINNING.

PARCEL 2:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND LOT 7 OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, SAVE AND EXCEPT THE FOLLOWING: A PARCEL OF LAND HERETOFORE CONVEYED TO ANNA NELSON BY DEED RECORDED IN BOOK 10, PAGE 38, DEED RECORDS OF COOS COUNTY, OREGON, AS FOLLOWS: COMMENCING AT A STAKE ON THE EAST BANK OF THE COQUILLE RIVER, FROM WHICH A MYRTLE STUMP 2 FEET IN DIAMETER BEARS NORTH 56° WEST 73 LINKS; THENCE NORTH 20° EAST 13 RODS; THENCE WEST 10° SOUTH 18-1/4 RODS; THENCE SOUTH 10° EAST 17 RODS TO LOW WATER MARK ON THE COQUILLE RIVER; THENCE ALONG LOW WATER MARK 13 RODS; THENCE NORTH 10° WEST 5 RODS TO THE PLACE OF BEGINNING. ALSO, EXCEPTING 1 ACRE HERETOFORE CONVEYED TO JONAS R. NEWCOMER BY DEED RECORDED IN BOOK 10, PAGE 59, DEED RECORDS OF COOS COUNTY, OREGON. ALSO, EXCEPTING A PARCEL CONVEYED TO ANNA NELSON BY DEED RECORDED IN BOOK 15, PAGE 424, DEED RECORDS OF COOS COUNTY, OREGON, AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LAND IN DEED RECORDED IN BOOK 10, PAGE 38, DEED RECORDS OF COOS COUNTY, OREGON; THENCE WEST 11° SOUTH 10 RODS 8 LINKS; THENCE SOUTH 11° WEST 17 RODS TO LOW WATER MARK ON COQUILLE RIVER; THENCE UP SAID RIVER AT SAID LOW WATER MARK TO SOUTHWEST CORNER OF LOT FIRST MENTIONED; THENCE TO PLACE OF BEGINNING. ALSO, EXCEPTING THE FOLLOWING TRACT HERETOFORE CONVEYED TO PORT OF COQUILLE RIVER BY DEED RECORDED IN BOOK 83, PAGE 272, DEED RECORDS OF COOS COUNTY, OREGON; COMMENCING AT THE SECTION CORNER TO SECTIONS 29, 30, 31 AND 32 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 52.55 CHAINS; THENCE WEST 2.89 CHAINS TO THE PLACE OF BEGINNING AND A 1-1/4 INCH IRON PIPE FROM WHICH THE SOUTHWEST CORNER OF THE CREAMERY BUILDING BEARS NORTH 8° WEST .528 CHAINS; THENCE SOUTH 75° 30' WEST 1.62 CHAINS TO A 1-1/4 INCH IRON PIPE; THENCE SOUTH 68° 30' WEST 3 CHAINS TO A 1-1/4 INCH IRON PIPE; THENCE SOUTH .70 CHAINS TO THE LOW WATER LINE OF THE COQUILLE RIVER; THENCE UP THE LOW WATERLINE OF THE RIGHT BANK OF THE COQUILLE RIVER TO A POINT WHICH IS SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH .76 CHAINS TO THE PLACE OF BEGINNING. ALSO, EXCEPTING THE FOLLOWING: COMMENCING AT THE SECTION CORNER TO SECTIONS 29, 30, 31 AND 32 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 52.55 CHAINS; THENCE WEST 2.89 CHAINS; THENCE SOUTH 75° 30' WEST 1.62 CHAINS; THENCE NORTH 6° WEST 2.25 CHAINS TO AN IRON STAKE WHICH IS THE NORTHEAST CORNER AND PLACE OF BEGINNING OF THE TRACT HEREINAFTER DESCRIBED; RUNNING THENCE WEST 10° SOUTH 18-1/4 RODS;

THENCE WEST 11° SOUTH 10 RODS 8 LINKS; THENCE SOUTH 11° WEST 17 RODS, MORE OR LESS, TO LOW WATER LINE; THENCE UP STREAM FOLLOWING LOW WATER LINE TO A POINT SOUTH 10° EAST 5 RODS FROM A POINT WHICH IS SOUTH 20° WEST 13 RODS FROM THE PLACE OF BEGINNING; THENCE NORTH 10° WEST 5 RODS; THENCE NORTH 20° EAST 13 RODS TO THE PLACE OF BEGINNING. ALSO, EXCEPTING THE FOLLOWING: COMMENCING AT THE SECTION CORNER OF SECTIONS 29, 30, 31 AND 32 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 52.55 CHAINS; THENCE WEST 2.89 CHAINS; THENCE SOUTH 75° 30' WEST 1.62 CHAINS; THENCE NORTH 6° WEST 2.25 CHAINS; TO AN IRON STAKE WHICH IS THE NORTHEAST CORNER OF THE TRACT OF LAND KNOWN AS THE MCCLOSKEY TRACT; THENCE WEST 10° SOUTH 18-1/4 RODS; THENCE WEST 11° SOUTH 10 RODS 8 LINKS, BEING THE PLACE OF BEGINNING AND BEING THE NORTHWEST CORNER OF THE MCCLOSKEY TRACT; RUNNING THENCE WEST 11° SOUTH 9-1/2 RODS; THENCE SOUTH 11° WEST 20 RODS, MORE OR LESS, TO LOW WATER MARK OF COQUILLE RIVER; THENCE FOLLOWING LOW WATER MARK UP STREAM 9-1/2 RODS TO A POINT, BEING THE SOUTHWEST CORNER OF THE MCCLOSKEY TRACT AND BEING SOUTH 11° WEST 17 RODS FROM THE PLACE OF BEGINNING; THENCE NORTH 11° EAST 17 RODS TO THE PLACE OF BEGINNING.

PARCEL 3:

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND LOT 3 OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, LYING SOUTH AND WEST OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, SAVE AND EXCEPT THE FOLLOWING: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY BOUNDARY OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD THROUGH THE SOUTHWEST QUARTER OF SAID SECTION 32 WITH THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SAID SECTION 32, FROM WHICH POINT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32 BEARS SOUTH 56° 12' EAST A DISTANCE OF 1607.3 FEET; AND RUNNING THENCE SOUTH 1° 27' WEST ALONG THE SAID EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32 FOR A DISTANCE OF 617.1 FEET; THENCE SOUTH 87° 09' WEST FOR A DISTANCE OF 351.5 FEET; THENCE NORTH 62° 55' WEST FOR A DISTANCE OF 387.75 FEET; THENCE NORTH 24° 45' WEST FOR A DISTANCE OF 278 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF THE RIGHT OF WAY OF THE COUNTY ROAD; THENCE EASTERLY AND NORTHEASTERLY ALONG THE SAID RIGHT OF WAY BOUNDARY FOR A DISTANCE OF 770 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF THE ABOVE MENTIONED SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTH 42° 17' EAST ALONG THE SAID RIGHT OF WAY BOUNDARY FOR A DISTANCE OF 368.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 4:

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8 INCH IRON ROD ON THE EAST BOUNDARY OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID ROD BEING 1591.97 FEET NORTH AND 1325.93 FEET WEST OF THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 87° 09' WEST 250 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 16° 21' WEST 730.95 FEET TO A 5/8 INCH IRON ROD SET ON THE SOUTHEASTERLY BOUNDARY OF THE COUNTY ROAD; THENCE ALONG SAID ROAD BOUNDARY ON THE FOLLOWING COURSES; AROUND A 1125.92 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 46° 00' EAST 31.45 FEET; THENCE NORTH 47° 36' EAST 268.55 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD; THENCE ALONG SAID RAILROAD BOUNDARY SOUTH 42° 17' EAST 391.70 FEET TO A POINT ON THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG THE 1/16 SECTION LINE SOUTH 1° 27' WEST 617.1 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

BEGINNING AT A 5/8 INCH IRON ROD AT A POINT 1591.97 FEET NORTH 1325.93 FEET WEST AND SOUTH 87° 09' WEST 250 FEET OF THE SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE SOUTH 87° 09' WEST 101.5 FEET; THENCE NORTH 62° 55' WEST 387.75 FEET; THENCE NORTH 24° 45' WEST 278 FEET TO THE SOUTHERLY BOUNDARY OF THE COUNTY ROAD; THENCE NORTHEASTERLY ALONG SAID COUNTY ROAD BOUNDARY 470 FEET TO THE NORTHWEST CORNER OF THE PARCEL CONVEYED TO COQUILLE LODGE NO. 53, IOOF, COQUILLE, OREGON ON MAY 13, 1964 IN BOOK 309, PAGE 463, DEED RECORDS OF COOS COUNTY, OREGON; THENCE SOUTH 16° 21' EAST 730.95 FEET TO THE POINT OF BEGINNING.

Tax Parcel Number: 8703.01, 8726.04 and 8726.06

# COO County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2020

**NOT OFFICIAL VALUE**

May 5, 2020 10:47:21 am

Account #	870301	Tax Status	ASSESSABLE
Map #	28S12310000900	Acct Status	ACTIVE
Code - Tax #	4105-870301	Subtype	NORMAL
Legal Descr	See Record		
Mailing Name	ALLEN, ERNEST E. & ALLEN, LYNNE L.; L/E	Deed Reference #	See Record
Agent	ALLEN, BEAU L. & SHAWNA	Sales Date/Price	See Record
In Care Of		Appraiser	
Mailing Address	54539 OLD HWY 42 RD MYRTLE POINT, OR 97458-8813		
Prop Class	504	MA	SA
RMV Class	500	05	21
		NH	Unit
		RRF	15663-1

Situs Address(s)	Situs City
ID# 1 94315 LOWER NORWAY LN	MYRTLE POINT

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
4105	Land Impr.	145,243 211,190				Land Impr.	0 0
<b>Code Area Total</b>	<b>356,433</b>	<b>244,200</b>	<b>338,158</b>	<b>99,043</b>	<b>93,958</b>		<b>0</b>
<b>Grand Total</b>	<b>356,433</b>	<b>244,200</b>	<b>338,158</b>	<b>99,043</b>	<b>93,958</b>		<b>0</b>

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			Land Class	LUC	Trended RMV
						TD%	LS	Size			
4105	3	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Site	100	A	1.00	AV	006*	4,040
4105	12	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Use Unzoned	100	A	4.00	B3	006*	1,928
4105	13	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Use Unzoned	100	A	0.90	KF4	006*	394
4105	4	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Use Zoned	100	A	3.20	B3	006*	1,542
4105	5	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Use Zoned	100	A	68.80	KF1	006*	72,446
4105	6	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Use Zoned	100	A	6.00	KF2	006*	4,740
4105	7	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Use Zoned	100	A	8.30	KF3	006*	5,436
4105	8	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Use Zoned	100	A	7.90	KF4	006*	3,460
4105	9	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Use Zoned	100	A	0.20	KF6	006*	27
4105	10	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Use Zoned	100	A	3.84	U8	006*	80
4105	11	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Use Zoned	100	A	7.20	WL	006*	950
4105	1	<input checked="" type="checkbox"/>		EFU, CREMP	Industrial Site	100	A	3.10	IND	003	46,200
4105					SITE AMENTIES	100					4,000
<b>Grand Total</b>								<b>114.44</b>			<b>145,243</b>

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown			Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%					
4105	8	1940	333	MANURE TANK	100		150		520	
4105	6	1940	341	HAY COVER	100		864		3,440	
4105	3	1940	308	MACHINE SHED	100		560		3,660	
4105	7	1940	335	MILKING PARLOR	100		800		5,550	
4105	9	1940	316	FEEDER BARN	100		1,040		9,320	
4105	12	1940	308	MACHINE SHED	100		4,368		8,330	
4105	1	1940	131	One story-Class 3	100		1,890		133,290	
4105	4	1940	316	FEEDER BARN	100		5,328		30,430	

Account #	870301							
4105	5	1940	302	LC. T BARN	100	6,552	16,650	
<b>Grand Total</b>						<b>21,552</b>	<b>211,190</b>	

Code Area	Type	Exemptions/Special Assessments/Potential Liability					
<b>NOTATION(S):</b>							
■ FARM/FOREST POT'L ADD'L TAX LIABILITY							
FARM							
■ FARM HOMESITE							

**STATEMENT OF TAX ACCOUNT**  
**COOS COUNTY TAX COLLECTOR**  
**COOS COUNTY COURTHOUSE**  
**COQUILLE, OREGON 97423**  
**(541) 396-7725**

5-May-2020

ALLEN, ERNEST E. & ALLEN, LYNNE L.; L/E

Tax Account #	870301	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	4105
Situs Address	94315 LOWER NORWAY LN MYRTLE POINT, OR 97458	Interest To	May 15, 2020

**Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,020.54	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,831.35	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,812.53	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,759.51	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,167.84	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,145.80	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,976.84	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,901.98	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,726.07	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,475.68	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,413.24	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,398.35	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,315.08	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,258.58	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,215.96	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,101.26	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,044.06	Nov 15, 2003
<b>Total</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$44,564.67	

COOS COUNTY ASSESSOR  
REAL PROPERTY ACCOUNT NAMES

5/5/2020 10:48:10 AM

**Account #** 870301  
**Map** 28S1231-00-00900  
**Owner** ALLEN, ERNEST E. & ALLEN, LYNNE L.; L/E  
ALLEN, BEAU L. & SHAWNA  
54539 OLD HWY 42 RD  
MYRTLE POINT, OR 97458-8813

---

<b>Name Type</b>	<b>Name</b>	<b>Ownership Type</b>	<b>Own Pct</b>
OWNER	ALLEN, ERNEST E.	LIFE-ESTATE	
OWNER	ALLEN, LYNNE L.	LIFE-ESTATE	
OWNER	ALLEN, BEAU L.	OWNER	
OWNER	ALLEN, SHAWNA	OWNER	



300 W Anderson  
(541)269-5127

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

To ("Customer"): Dodge Surveying & Planning HE Inc.  
333 South 4th Street, Suite 3  
Coos Bay, OR 97420

Customer Ref.: \_\_\_\_\_  
Order No.: 360620029895  
Effective Date: January 28, 2020 at 08:00 AM  
Charge: \$300.00  
\$200.00

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

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

**Part One - Ownership and Property Description**

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

Doris J. Dayton, SaraLee Schmidt Varney, David Martin Schmidt and Kurtis William Schmidt, as their interests may appear

**Premises.** The Property is:

**(a) Street Address:**

94089, 93919, 94144, 94043 & 94315 Lower Norway Lane, Myrtle Point, OR 97458

**(b) Legal Description:**

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

**Part Two - Encumbrances**

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

**EXCEPTIONS**

1. The Land has been classified as Farm/Forest, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
2. 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 Coquille River.

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 Coquille River.

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 Coquille River.

3. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, alleys and highways.
4. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: United States of America  
Recording Date: January 31, 1950  
Recording No: Book 196, Page 334

5. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Mountain States Power Company  
Recording Date: December 17, 1927  
Recording No: Book 104, Page 242

6. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Coquille Valley, Oregon Lodge No. 1935, Benevolent & Protective Order of Elks, a corporation  
Recording Date: November 17, 1960  
Recording No: Book 282, Page 85

7. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
8. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract,

license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

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

9. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.
10. A pending court action:

Plaintiff: Saralee Schmidt Varney  
Defendant: Brandy (Brandi) Chambers, et al  
County: Coos  
Court: Circuit  
Case No.: 18CV51501  
Dated Filed: November 7, 2018  
Nature of Action: Property - General

11. Any right, interest or claim that may exist, arise or be asserted under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.

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

Fiscal Year: 2019-2020  
Amount: \$3,824.06  
Levy Code: 4105  
Account No.: 870600  
Map No.: 28-12-31 700

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.

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

Fiscal Year: 2019-2020  
Amount: \$1,177.34  
Levy Code: 4105  
Account No.: 870700  
Map No.: 28-12-31 800

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.

Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Deena Gisholt, the duly appointed, qualified and acting personal representative of the estate of Florence E. Schmidt, deceased, Coos County Probate Case No. 17PB07364  
Grantee: Doris J. Dayton, Saralee Schmidt Varney, each as to a 1/3 share, David Martin Schmidt and Kurtis William Schmidt, each to a 1/6 share  
Recording Date: July 10, 2018  
Recording No: 2018-6669

Ticor Title Company of Oregon  
Order No. 360620029895

**End of Reported Information**

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

John Beaver  
541-269-5127  
john.beaver@ticortitle.com  
Ticor Title Company of Oregon  
300 W Anderson  
Coos Bay, OR 97420

**EXHIBIT "A"**  
Legal Description

All the following bounded and described real property situated in the County of Coos and State of Oregon:  
Commencing at the Northwest corner of the SW 1/4 of the NE 1/4 of Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, running thence East 65 and 1/3 rods, thence South to the Coquille River at low water line, thence along said river, at said low water line, downstream to a point South of the place of beginning, thence North to the place of beginning;

ALSO, commencing at low water mark on the East bank of the Coquille River where the Western boundary of Government Lot No. 5 crosses the same, in Section 31, Township 28 South, Range 12 West; thence North to the Northwest corner of the SE 1/4 of the NW 1/4 of Section 31, Township 28 South, Range 12 West; thence East 25.9 rods; thence South to the said Coquille River; thence along low water mark, downstream to the place of beginning, situated in Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon;

ALSO, beginning at the Northeast corner of the SE 1/4 of the NW 1/4 of Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, running thence West along the North line of the SE 1/4 of the NW 1/4 of said Section 31, 894 feet to the Northeast corner of a tract of land owned by M. M. Schmidt and Marie Schmidt, thence South 2192.4 feet to low water mark on the right bank of the Coquille River, thence upstream along low water mark on the right bank of the Coquille River 158.6 feet, more or less to a point which is South of a point 737.4 feet West of the place of beginning, thence North 1526.7 feet to an iron pipe driven in the ground, thence East 744 feet to an iron pipe in the East line of the SE 1/4 of the NW 1/4 of said Section 31, 728 feet South of the place of beginning, thence North 728 feet to the place of beginning, EXCEPT that portion of road, all in Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

ALSO:

Government Lot 5 and the SE 1/4 of the NW 1/4 of Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, excepting therefrom a tract described in Deed Book 17, Page 114, Records of Coos County, Oregon, described as follows:

Commencing at low water mark on the North bank of the Coquille River where the Western boundary of Government Lot 5 of said Section 31 intersects the same; run thence North to the Northwest corner of the SE 1/4 of the NW 1/4 of Section 31; thence East 25.9 rods; thence South to low mark of Coquille River; thence Westerly along low water mark of said river to the place of beginning.

Also excepting a tract of land described in Deed Book 119, Page 91, Records of Coos County, Oregon, heretofore conveyed to Martin Schmidt, described as follows:

Beginning at the Northeast corner of the SE 1/4 of the NW 1/4 of Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; running thence West along the North line of the SE 1/4 of the NW 1/4 of said Section 31 for a distance of 894 feet to the Northeast corner of a tract of land owned by M. M. Schmidt and Marie Schmidt; thence South 2192.4 feet to low water mark on the right bank of the Coquille River; thence upstream along low water mark on the right bank of the Coquille River 158.6 feet, more or less, to a point which is South of a point 737.4 feet West of the place of beginning; thence North 1526.7 feet to an iron pipe driven in the ground; thence East 744 feet to an iron pipe in the East line of the SE 1/4 of the NW 1/4 of said Section 31, 728 feet South of the place of beginning; thence North 728 feet to the place of beginning. All in Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Also excepting therefrom that portion lying within the boundaries of the 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.

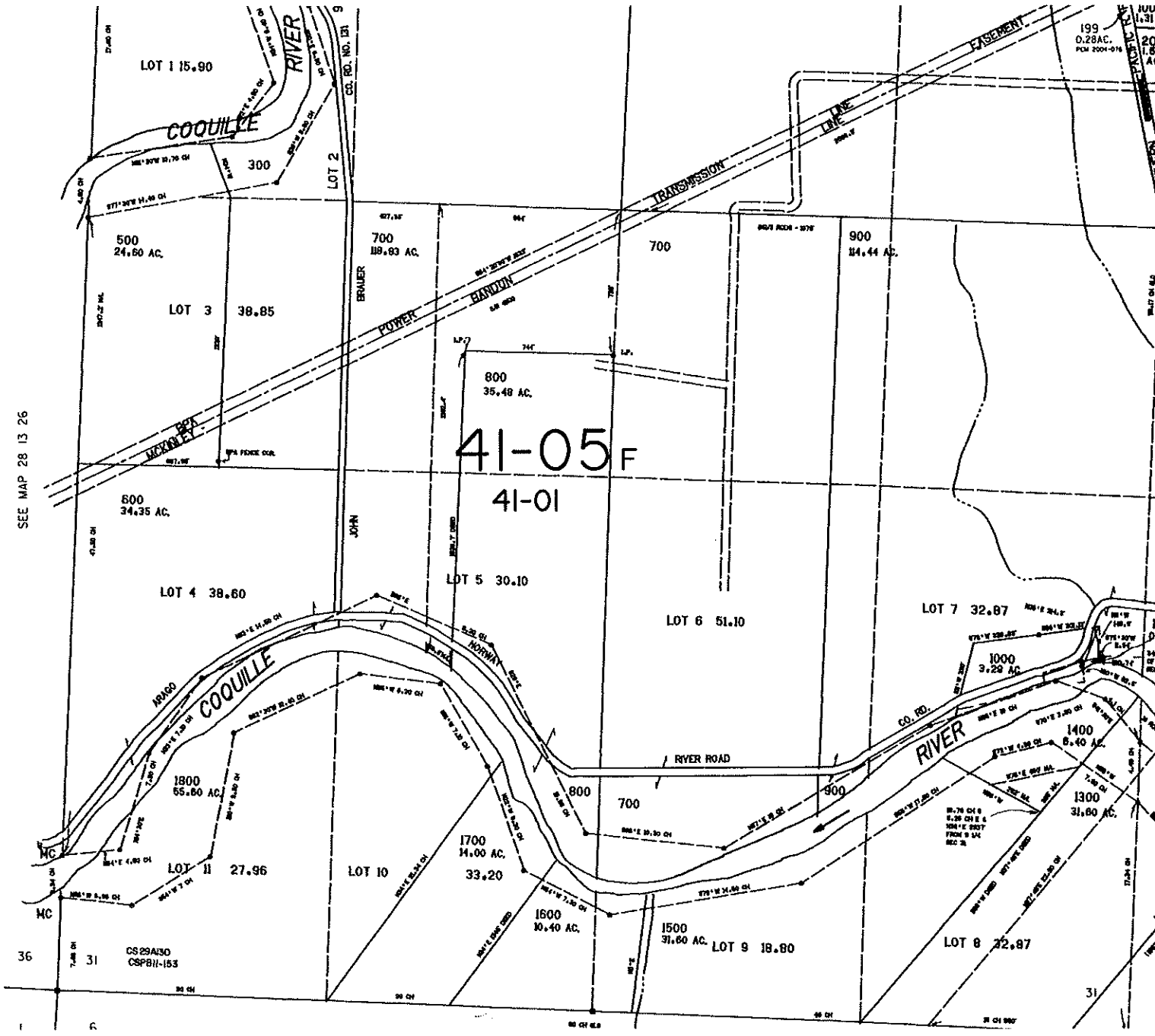
IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT 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

AUG 1991  
0.28 AC.  
FROM 2004-016



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

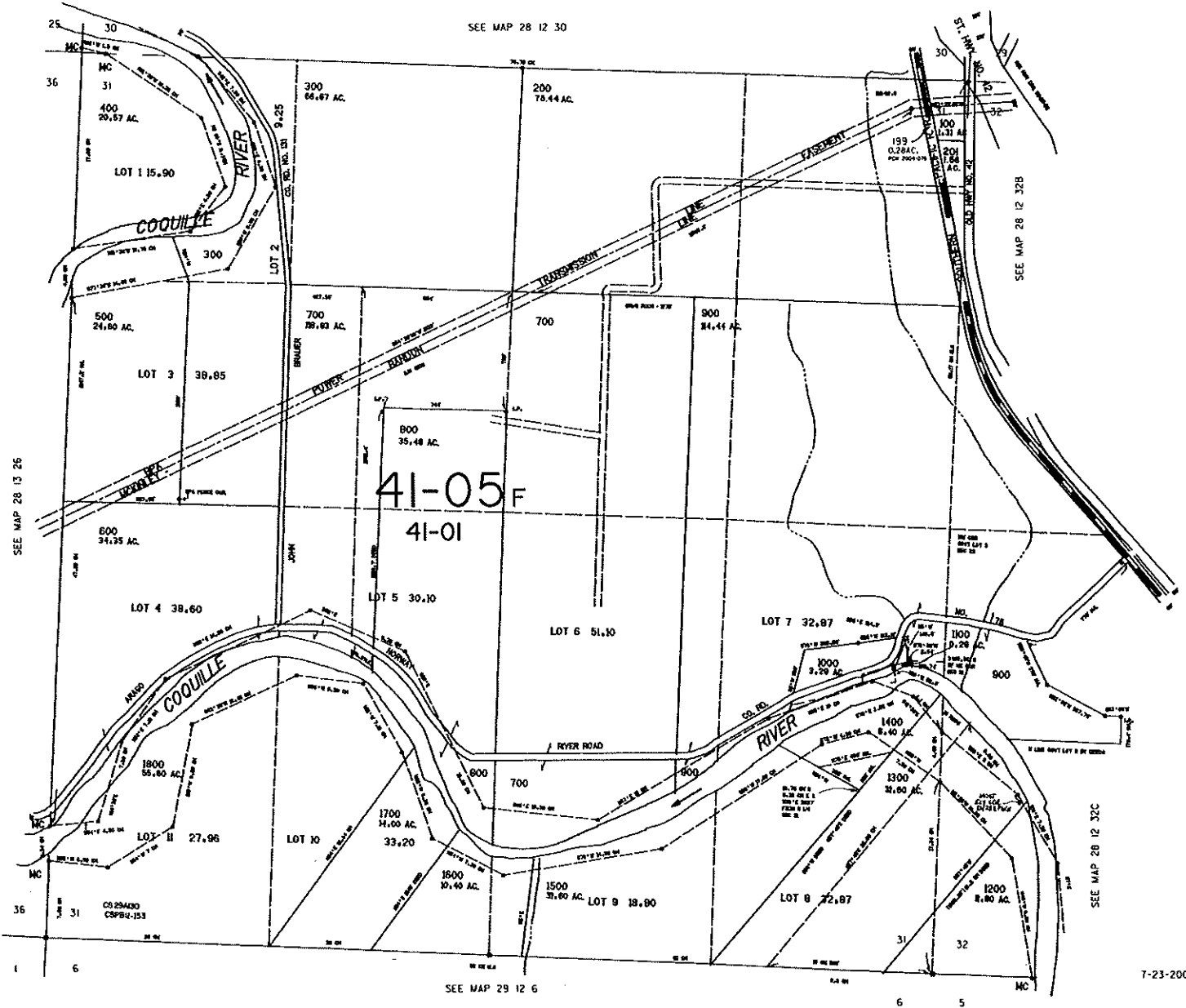
SECTION 31 T.28S. R.12W. W.M.  
COOS COUNTY

28 12 31

CANCELLED

1" = 400'

SEE MAP 28 12 30



7-23-2004

28 12 31

9EA

**TRANSMISSION LINE EASEMENT**

The GRANTOR, herein so styled whether one or more, MARTIN M. SCHMIDT, also known as MARTIN SCHMIDT, and MARY FRANCES SCHMIDT, husband and wife,

for and in consideration of the sum of SEVEN HUNDRED -----

----- Dollars (\$ 700.00 ),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across the following-described parcel of land in the County of Coos, in the State of Oregon, to wit:

That portion of the north  $1/2$  chains of the west  $65 \frac{1}{3}$  rods of the SW  $1/4$  of Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and the SE  $1/4$  of said Section 31, except the part thereof described as: Beginning at a point which lies south a distance of 728 feet from the northeast corner of the SE  $1/4$  of Section 31, Township 28 South, Range 12 West, Willamette Meridian; thence West a distance of 744 feet; thence South to the south line of said SE  $1/4$ ; thence East to the southeast corner of said SE  $1/4$ ; thence North to the point of beginning, which lies within a strip of land 100 feet in width, the boundaries of said strip lying 50 feet distant from, on each side of, and parallel to the survey line of the McKinley-Bandon transmission line as now located and staked on the ground over, across, upon, and/or adjacent to the above-described property, said survey line being particularly described as follows:

Beginning at survey station 502 + 37.2 a point on the north line of Section 32, Township 28 South, Range 12 West, Willamette Meridian, said point being S. 87° 16' 30" E. a distance of 991.4 feet from the northwest corner of said Section 32; thence S. 28° 35' 00" W. a distance of 48.6 feet to survey station 502 + 85.8; thence S. 87° 22' 40" W. a distance of 1305.0 feet to survey station 515 + 90.8; thence S. 64° 20' 30" W. a distance of 5629.6 feet to survey station 572 + 20.4 a point on the west line of Section 31, Township 28 South, Range 12 West, Willamette Meridian, said point being S. 2° 43' 00" W. a distance of 108.0 feet from the quarter section corner on the west line of said Section 31.

together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 12 day of Jan, 1950

Martin M. Schmidt  
Martin M. Schmidt  
Mary Frances Schmidt  
Mary Frances Schmidt



STATE OF *Oregon* )  
 ) ss:  
COUNTY OF *Coos* )

On the *12* day of *Jan*, 1950, personally came before me, a notary public in and for said County and State, the within-named Martin M. Schmidt, also known as Martin Schmidt, and Mary Frances Schmidt, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



*E. J. Steele*  
Notary Public in and for the  
State of Oregon  
Residing at *Portland*  
My commission expires: *11-17-50*



STATE OF *Oreg* )  
 ) ss:  
COUNTY OF *Coos* )

I CERTIFY that the within instrument was received for the record on the *31* day of *Jan*, 1950, at *7:45 P.M.*, and recorded in book *196* on page *334*, records of *deeds* of said County.

Witness my hand and seal of County affixed.

*L. W. ODDY*  
By *[Signature]*  
Deputy.

Upon recordation, please return to:

TITLE UNIT, LAND SECTION  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX NO. 3537  
PORTLAND 8, OREGON

In County Court House Coos County.

Note- this easement also grants the privilege of extending said line in a westerly direction to County Road with the necessary material of extending same.

And the said Mountain States Power Company, its successors and assigns, for the purpose aforesaid, are fully authorized and empowered to enter upon the above premises for the purpose of constructing and maintaining its said poles, wires, fixtures and equipment thereon and over the same as above provided, and the right to trim any trees necessary to keep the wires on said poles, fixtures and equipment clear.

TO HAVE AND TO HOLD the above mentioned rights, privileges and easements unto the said Mountain States Power Company, its successors and assigns, perpetually and forever.

IN TESTIMONY WHEREOF we have hereunto set our hands and seals this 28th day of November, 1927.

Done in the Presence of: C. B. Greenough, Loren W. Howe.

W. H. Stauff ) Seal  
Nettie E. Stauff ) Seal

STATE OF OREGON,  
COUNTY OF COOS, SS: On this, the 28th day of November, 1927, personally came before me, a notary public in and for the State of Oregon, the within named W. H. Stauff and Nettie E. Stauff, his wife, to me personally known to be the identical persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same.

Witness my hand and notarial seal the day and year first above written.

Recorded December 17, 1927. 3:40 P.M.  
Robt. R. Watson, County Clerk.

G. B. Greenough  
Notary Public for Oregon  
My commission expires Sept. 20, 1931  
(Notarial Seal)

36913- THIS INDENTURE WITNESSETH, that Martin M. Schmidt (Guardian) John C. Brauer Estate, (owner) for and in consideration of the sum of Two & 1/4 Dollars paid, the receipt whereof is hereby acknowledged, do for himself, his heirs and assigns, hereby bargain, sell, grant and convey unto the Mountain States Power Company, a corporation incorporated under the laws of the State of Delaware and duly authorized to transact business and hold property in the State of Oregon, and unto its successors and assigns, the right, privilege and easement to erect and maintain in connection with its electric Light & Power Lines overhead conductors as now or hereafter constructed. Upon and across the following described premises in Coos County, State of Oregon, to-wit:

In Sec. 31 T 28 SR 12 West of Willamette Meridian. Deeds recorded at Coos County Court House

And the said Mountain States Power Company, its successors and assigns, for the purpose aforesaid, are fully authorized and empowered to enter upon the above premises for the purpose of constructing and maintaining its said poles, wires, fixtures and equipment thereon and over the same as above provided, and the right to trim any trees necessary to keep the wires on said poles, fixtures and equipment clear.

TO HAVE AND TO HOLD the above mentioned rights, privileges and easements unto the said Mountain States Power Company, its successors and assigns, perpetually and forever.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal this 1st day of December, 1927.

Done in the presence of  
C. B. Greenough, Mae Waggoner

Martin M. Schmidt, Guardian ) Seal

STATE OF OREGON }  
County of Coos } SS On this, the 1st day of December, 1927, personally came before me, a Notary Public in and for the State of Oregon, the within named Martin M. Schmidt (Guardian) John C. Brauer to me personally known to be the identical person described in, and who

executed the foregoing instrument, and acknowledged to me that he executed the same.

WITNESS my hand and Notarial Seal the day and year first above written.

Recorded December 17, 1927, 3:40 P.M.  
Robt. R. Watson, County Clerk.

C. B. Greenough  
Notary Public for Oregon  
My commission expires Sept. 20, 1931  
(Notarial Seal)

36914- THIS INDENTURE WITNESSETH, That T. C. Hagerty, unmarried, sole heir of Thomas F. Hagerty, deceased, sometimes known as T. F. Hagerty for the consideration of the sum of ten 00/100 Dollars, to him paid, has bargained and sold and by these presents does bargain, sell and convey unto Floyd Johnson the following described premises, to-wit:


Lot eight (8) Block three (3), Border and Benders Addition to the Town (now City) of Myrtle Point, County of Coos, State of Oregon as per plat of said City now on file in the Office of the County Clerk of Coos County, State of Oregon.

Together with all the tenements, hereditaments and appurtenances thereunto belonging, and also all estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD the said premises, unto the said-----their Heirs and Assigns forever. And the said T. C. Hagerty, heir at law of T. F. Hagerty does hereby covenant to and with the said Floyd Johnson Heirs and Assigns that he is lawfully seized in fee simple of said premises; that said premises are free from all incumbrances and that he will, and his heirs, executors and administrators shall warrant and forever defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 14th day of Dec. 1927.

Signed, sealed and delivered  
in the presence of  
Dal M. King, Mabel Barklow

T. C. Hagerty   
Heir at law and only heir of  
Thomas F. Hagerty, sometimes  
known as T. F. Hagerty, deceased

STATE OF OREGON )  
COUNTY OF COOS ) SS. On this, the 14th day of December 1927 personally came before me, the undersigned, a Notary Public in and for said county and state, the within-named T. C. Hagerty, unmarried to me personally known to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

WITNESS my hand and Notarial Seal this 14th day December 1927.

Recorded December 17, 1927, 4:25 P.M.  
Robt. R. Watson, County Clerk.

Dal M. King  
Notary Public for Oregon.  
My commission expires July 1, 1931.  
(Notarial Seal)

36915- KNOW ALL MEN BY THESE PRESENTS, That Agnes Ranson, a widow, Fred Reeder and Ella Reeder, his wife, Lottie E. Ardis and William J. Ardis, her husband, Clara Belle Chick and Percy Chick, her husband, all of Lake City, Missaukee County, Michigan; Orilla Ostrander and Charles Ostrander her husband, of Orlando, Orange County, Florida; Louise White and William H. White, her husband, of Boyne City, Charlevoix County, Michigan, Roy Reeder and Ethel Reeder, his wife, of Benton Harbor, Berrien County, Michigan; Washington Reeder and Anna Reeder, his wife, of Owosso, Shiawassee County, Michigan; Selina Reeder, a widow, of Columbia, Richland County, South Carolina; Frank Reeder and Beesie Reeder, his wife, of Witpine, Sanders County, Montana; Mabel Bryant (nee Mabel Dancarsaux) and Harry Bryant, her husband, of Anaconda, Deerlodge County, Montana; Joseph W. Reeder and Addie Reeder, his wife, of St. Petersburg, Pinellas County, Florida; William S. Pollard and Alice Pollard, his wife,

D-104

EASEMENT  
29841

KNOW ALL MEN BY THESE PRESENTS, That DON R. SCHMIDT and FLORENCE SCHMIDT, husband and wife, herein referred to as First Parties, in consideration of ONE and NO/100 (\$1.00) Dollars and other valuable consideration, to them in hand paid by COQUILLE VALLEY, OREGON, LODGE NO. 1935, BENEVOLENT & PROTECTIVE ORDER OF ELKS, a corporation, herein referred to as Second Party, receipt whereof is hereby acknowledged, do hereby grant unto Second Party, its successors and assigns, a permanent right of way and easement over and across the real property hereinafter described for purposes of constructing, laying, replacing, repairing, maintaining, and removing a water pipeline running in a generally North and South direction through said premises, which property is described as follows, to-wit:

Lands owned by First Parties, or either of them, situated in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 30, and the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The grant of said Right of Way and Easement is subject to the following conditions which Second Party, by acceptance hereof assumes:

1. That the water line shall be installed at a minimum depth of 18 inches from the surface of the ground.
2. That upon completion of laying of the pipeline or any subsequent repair or replacement thereof, the pipeline ditch shall be back-filled and re-seeded to the end that the premises shall be restored as nearly as practicable to their presently existing condition.
3. That the pipeline shall be installed at a location and in a manner agreeable to First Parties.
4. That First Parties shall be entitled to one 1 $\frac{1}{2}$ " connection to said pipeline and use of water by means of said connection free of charge in case of shortage.

TO HAVE AND TO HOLD said Right of Way and Easement unto  
Second Party, its successors and assigns, forever.

IN WITNESS WHEREOF, First Parties have hereunto set  
their hands and seals this 29<sup>th</sup> day of October, 1960.

Don R. Schmidt (SEAL)  
Don R. Schmidt

Florence Schmidt (SEAL)  
Florence Schmidt

"FIRST PARTIES"

STATE OF OREGON )  
County of Coos ) ss.

On this 29<sup>th</sup> day of October, 1960, before me, the under-  
signed a Notary Public in and for said County and State, personally  
appeared the within named DON R. SCHMIDT and FLORENCE SCHMIDT,  
husband and wife, who are known to me to be the identical individual  
described in and who executed the within instrument and acknowledged  
to me that they executed the same freely and voluntarily.

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

D. C. McManus  
Notary Public for Oregon  
My Commission Expires: 5-31-63

RECORDED NOV 17 1960 AT 12:45  
GEORGIANNA VAUGHAN, COUNTY CLERK

[Skip to Main Content](#) [Logout](#) [My Account](#) [Search Menu](#) [Search Civil, Family, Probate and Tax Court Case Records](#) [Refine Search](#) [Back](#)

Location : Coos [Images](#) [Help](#)

## REGISTER OF ACTIONS

CASE NO. 18CV51501

Saralee Schmidt Varney vs David Martin Schmidt, Kurtis William Schmidt,  
Doris J Dayton, Robert G. Ross, Nanette T. Rossetal.

§  
§  
§  
§  
§

Case Type: **Property - General**  
Date Filed: **11/07/2018**  
Location: **Coos**

### PARTY INFORMATION

Party	Name	Attorneys
Defendant	Chambers, Brandy (Brandi)	ROGER W GOULD <i>Retained</i> 541 269-5566(W)
Defendant	Dayton, Doris J	ROGER W GOULD <i>Retained</i> 541 269-5566(W)
Defendant	Fisher, Karisa	ROGER W GOULD <i>Retained</i> 541 269-5566(W)
Defendant	Ross, Nanette T.	ROGER W GOULD <i>Retained</i> 541 269-5566(W)
Defendant	Ross, Robert G.	ROGER W GOULD <i>Retained</i> 541 269-5566(W)
Defendant	Schmidt, David Martin	ROGER W GOULD <i>Retained</i> 541 269-5566(W)
Defendant	Schmidt, Kurtis William	ROGER W GOULD <i>Retained</i> 541 269-5566(W)
Plaintiff	Schmidt Varney, Saralee	FREDERICK J CARLETON <i>Retained</i> 541 347-2468(W)

### EVENTS & ORDERS OF THE COURT

Date	Event	Party	Date
<b>DISPOSITIONS</b>			
08/01/2019	Judgment - Limited (Judicial Officer: Pruess, Brett) Comment (Appointing Referees) Created: 08/01/2019 1:34 PM		
08/21/2019	Judgment - Limited (Judicial Officer: Pruess, Brett) Comment (Supplemental - Appointing Referees) Created: 08/21/2019 2:03 PM		
<b>OTHER EVENTS AND HEARINGS</b>			
11/07/2018	<b>Complaint</b> Created: 11/08/2018 3:58 PM		
11/07/2018	<b>Service</b>		
	Schmidt, David Martin	Served	12/05/2018
	Schmidt, Kurtis William	Served	12/11/2018
	Dayton, Doris J	Served	12/06/2018
	Ross, Robert G.	Served	12/06/2018
	Ross, Nanette T.	Served	12/06/2018
	Fisher, Karisa	Served	12/06/2018
	Chambers, Brandy (Brandi)	Served	12/05/2018
	Created: 11/08/2018 3:58 PM		
12/19/2018	<b>Summons</b> Created: 12/19/2018 1:14 PM		
12/19/2018	<b>Proof of Service - Substitute and Mailing</b>		

12/19/2018 Created: 12/19/2018 1:14 PM  
**Summons**  
 12/19/2018 Created: 12/19/2018 1:14 PM  
**Proof - Service**  
 12/19/2018 Created: 12/19/2018 1:14 PM  
**Summons**  
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**Proof - Service**  
 12/19/2018 Created: 12/19/2018 1:14 PM  
**Summons**  
 12/19/2018 Created: 12/19/2018 1:14 PM  
**Proof of Service - Substitute**  
 12/19/2018 Created: 12/19/2018 1:14 PM  
**Affidavit/Declaration - Mailing**  
 12/19/2018 Created: 12/19/2018 1:14 PM  
**Summons**  
 12/19/2018 Created: 12/19/2018 1:14 PM  
**Affidavit/Declaration - Mailing**  
 12/19/2018 Created: 12/19/2018 1:15 PM  
**Proof of Service - Substitute**  
 12/19/2018 Created: 12/19/2018 1:15 PM  
**Summons**  
 12/19/2018 Created: 12/19/2018 1:43 PM  
**Proof of Service - Substitute**  
 12/19/2018 Created: 12/19/2018 1:43 PM  
**Affidavit/Declaration - Mailing**  
 12/19/2018 Created: 12/19/2018 1:43 PM  
**Summons**  
 12/19/2018 Created: 12/19/2018 1:43 PM  
**Proof - Service**  
 01/15/2019 Created: 12/19/2018 1:43 PM  
**Notice - Intent Take Default**  
 01/15/2019 Created: 01/15/2019 2:35 PM  
**Proof - Service**  
 01/23/2019 Created: 01/15/2019 2:35 PM  
**Answer - Counterclaim**  
 01/23/2019 Created: 01/23/2019 4:18 PM  
**Certificate**  
 of mailing  
 01/24/2019 Created: 01/23/2019 4:18 PM  
**Request - Hearing**  
 Select Trial Dates  
 01/30/2019 Created: 01/24/2019 9:19 AM  
**Reply**  
 to Defendants' Counterclaim  
 01/30/2019 Created: 01/30/2019 11:02 AM  
**Affidavit/Declaration - Mailing**  
 02/11/2019 Created: 01/30/2019 11:02 AM  
**Notice**  
 of Trial Selection  
 06/17/2019 Created: 02/11/2019 2:10 PM  
**Memorandum - Trial**  
 Defendant's  
 06/17/2019 Created: 06/17/2019 2:56 PM  
**Memorandum - Trial**  
 Petitioner's  
 06/17/2019 Created: 06/17/2019 3:02 PM  
**Proof - Service**  
 06/18/2019 Created: 06/17/2019 3:02 PM  
**Trial - Court** (9:00 AM) (Judicial Officer Pruess, Brett)  
 Result: Held  
 06/18/2019 Created: 02/08/2019 2:33 PM  
**Record - Proceedings**  
 06/18/2019 Created: 06/18/2019 9:26 AM  
**Notice** (Judicial Officer: Pruess, Brett )  
 Court Reporter's Exhibit and Witness List  
 06/18/2019 Created: 06/18/2019 9:26 AM  
**Pending - Under Advisement** (Judicial Officer: Pruess, Brett )  
 07/01/2019 Created: 06/18/2019 4:37 PM  
**Opinion - Letter** (Judicial Officer: Pruess, Brett )  
 cc: Mr. Carleton, Mr. Gould  
 Signed: 07/01/2019  
 07/01/2019 Created: 07/01/2019 2:03 PM  
**Notice - Dismissal**  
 08/01/2019 Created: 07/01/2019 4:37 PM  
**Digitized Judgment Document** (Judicial Officer: Pruess, Brett )  
 Appointing Referees  
 Signed Date: 07/31/2019  
 08/01/2019 Created: 08/01/2019 1:35 PM  
**Notice - Judgment Entry**  
 08/21/2019 Created: 08/01/2019 1:35 PM  
**Digitized Judgment Document** (Judicial Officer: Pruess, Brett )  
 Supplemental - Appointing Referees  
 Signed Date: 08/21/2019

08/21/2019 Created: 08/21/2019 2:04 PM  
 Notice - Judgment Entry  
 Created: 08/21/2019 2:04 PM  
 10/01/2019 Motion - Time Extension  
 Created: 10/01/2019 2:02 PM  
 10/01/2019 Affidavit  
 in Support of Motion  
 Created: 10/01/2019 2:02 PM  
 10/03/2019 Order (Judicial Officer: Stone, Martin E. )  
 for Extension of Time to File Referee Report  
 Signed: 10/02/2019  
 Created: 10/03/2019 9:14 AM  
 11/26/2019 Report  
 Referee  
 Created: 11/26/2019 4:03 PM  
 12/05/2019 Opinion - Letter (Judicial Officer: Pruess, Brett )  
 cc: Mr. Carleton; Mr. Gould  
 Signed: 12/05/2019  
 Created: 12/05/2019 11:36 AM  
 12/05/2019 Notice - Dismissal  
 Created: 12/05/2019 2:06 PM  
 01/03/2020 Motion - Time Extension  
 Created: 01/03/2020 2:24 PM  
 01/03/2020 Affidavit - Counsel  
 in Support of Motion  
 Created: 01/03/2020 2:24 PM  
 01/03/2020 Order (Judicial Officer: Stone, Martin E. )  
 for Extension of Time to File Order of Confirmation and General Judgment  
 Signed: 01/03/2020  
 Created: 01/03/2020 4:27 PM

**FINANCIAL INFORMATION**

	Attorney CARLETON, FREDERICK J			
	Total Financial Assessment			131.00
	Total Payments and Credits			131.00
	Balance Due as of 01/30/2020			0.00
06/14/2019	Transaction Assessment			131.00
06/14/2019	Phone Payment	Receipt # 2019-543347	CARLETON; FREDERICK; J	(131.00)
	Defendant Ross, Robert G.			
	Total Financial Assessment			265.00
	Total Payments and Credits			265.00
	Balance Due as of 01/30/2020			0.00
01/23/2019	Transaction Assessment			265.00
01/23/2019	xWeb Accessed eFile	Receipt # 2019-76489	Ross, Robert G.	(265.00)
	Plaintiff Schmidt Varney, Saralee			
	Total Financial Assessment			265.00
	Total Payments and Credits			265.00
	Balance Due as of 01/30/2020			0.00
11/08/2018	Transaction Assessment			265.00
11/08/2018	xWeb Accessed eFile	Receipt # 2018-1032088	Schmidt Varney, Saralee	(265.00)

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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF COOS

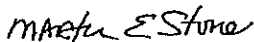
SARALEE SCHMIDT VARNEY,	)	Case No.: 18CV51501
Plaintiff,	)	
vs.	)	ORDER FOR EXTENSION OF TIME TO
DAVID MARTIN SCHMIDT, KURTIS	)	FILE ORDER OF CONFIRMATION AND
WILLIAM SCHMIDT, AND DORIS J.	)	GENERAL JUDGMENT
DAYTON, ROBERT G. ROSS, NANETTE T.)	)	
ROSS, KARISA FISHER, and BRANDY	)	
CHEMBLERS,	)	
Defendants.	)	

Based on the Motion and Affidavit on file,

IT IS HEREBY ORDERED that the time to Submit the Order of Confirmation and General Judgment shall be extended for an additional 30-days is:

ALLOWED- the new time to file by is February 3, 2020.  
no further extensions to file general judgment.

DENIED

Signed: 1/3/2020 03:31 PM  
  
 Circuit Court Judge Martin E Stone

**Certificate of Readiness under UTCR 5.100**  
 I certify this proposed judgment is ready for judicial signature because each Party

ORDER FOR EXTENSION OF TIME TO FILE ORDER OF  
CONFIRMATION AND GENERAL JUDGMENT - 1

Carleton Law Offices  
 Attorneys at Law  
 P.O. Box 38, Bandon, OR 97411  
 (541) 347-2468, FAX: (541) 347-6198

1 affected by this judgment has stipulated to or approved the judgment, as shown by written  
2 confirmation sent to me.

3 DATED: January 2, 2020

  
Frederick J. Carleton, OSB#771356

4 **Certificate of Service under UTCR 5.100**

5 I certify that on January 3, 2020, I served a true and complete copy of this proposed  
6 Order on Attorney Roger Gould via the Efiling Odyssey System and by email to  
7 rogerg@epeurto.org, along with the Motion and Affidavit.

8 DATED: January 3, 2020

  
Frederick J. Carleton, OSB#771356

9  
10  
11 **Submitted By:**

12 Frederick J. Carleton, OSB# 771356  
13 Attorney for Plaintiff  
14 Carleton Law Offices  
15 P.O. Box 38, Bandon, OR 97411  
16 (541) 347-2468, Fax: (541)347-6198  
bandonlaw@gmail.com

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ORDER FOR EXTENSION OF TIME TO FILE ORDER OF  
CONFIRMATION AND GENERAL JUDGMENT - 2

Carleton Law Offices  
Attorneys at Law  
P.O. Box 38, Bandon, OR 97411  
(541) 347-2468, FAX: (541) 347-6198

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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF COOS

SARALEE SCHMIDT VARNEY,	)	Case No.: 18CV51501
Plaintiff,	)	
vs.	)	ORDER FOR EXTENSION OF TIME TO
	)	FILE REFEREE REPORT
DAVID MARTIN SCHMIDT, KURTIS	)	
WILLIAM SCHMIDT, AND DORIS J.	)	
DAYTON, ROBERT G. ROSS, NANETTE T.)	)	
ROSS, KARISA FISHER, and BRANDY	)	
CHEMBLERS,	)	
Defendants.	)	

Based on the Motion and Affidavit on file,

IT IS HEREBY ORDERED that the time to Submit the Referee Report shall be extended for an additional 60-days is:

  X   ALLOWED- the new time to file by is November 29, 2019.  
no further extension.

       DENIED

Signed: 10/2/2019 11:53 AM

Signed: 10/2/2019 11:52 AM

*Martin E Stone*

Circuit Court Judge Martin E Stone

**Certificate of Readiness under UTCR 5.100**

I certify this proposed judgment is ready for judicial signature because each Party


ORDER FOR EXTENSION OF TIME TO FILE REFEREE  
REPORT - 1

Carleton Law Offices  
Attorneys at Law  
P.O. Box 38, Bandon, OR 97411  
(541) 347-2468, FAX: (541) 347-6198

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affected by this judgment has stipulated to or approved the judgment, as shown by written confirmation sent to me.

DATED: October 1, 2019

  
\_\_\_\_\_  
Frederick J. Carleton, OSB#771356

**Certificate of Service under UTCR 5.100**

I certify that on October 1, 2019, I served a true and complete copy of this proposed Order on Attorney Roger Gould via the Efiling Odyssey System and by email to rogerg@epeurto.org, along with the Motion and Affidavit.

DATED: October 1, 2019

  
\_\_\_\_\_  
Frederick J. Carleton, OSB#771356

**Submitted By:**  
Frederick J. Carleton, OSB# 771356  
Attorney for Plaintiff  
Carleton Law Offices  
P.O. Box 38, Bandon, OR 97411  
(541) 347-2468, Fax: (541)347-6198  
bandonlaw@gmail.com

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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF COOS

SARALEE SCHMIDT VARNEY,

Plaintiff,

vs.

DAVID MARTIN SCHMIDT, KURTIS  
WILLIAM SCHMIDT, DORIA J. DAYTON,  
ROBERT G. ROSS, NANETTE T. ROSS,  
KARISA FISHER, and BRANDY (BRANDI)  
CHAMBERS,

Defendants.

) Case No.: 18CV51501

) SUPPLEMENTAL LIMITED JUDGMENT  
) APPOINTING REFEREES

This matter came before the Court for trial on June 18, 2019. Plaintiff SARALEE SCHMIDT VARNEY appeared with her attorney, Frederick J. Carleton, and Defendants DAVID MARTIN SCHMIDT, KURTIS WILLIAM SCHMIDT, DORIA J. DAYTON, ROBERT G. ROSS, and NANETTE T. ROSS personally appeared with their attorney Roger Gould. KARISA FISHER and BRANDY (BRANDI) CHAMBERS did not personally appear. The Court heard testimony and arguments and received documentary evidence, then taking the case under advisement and issuing a written opinion on July 1, 2019, to which the Courts findings were summarized in a Limited Judgment signed and entered on July 31, 2019, which allowed for a supplemental limited judgment to be filed to specifically appoint the referees.

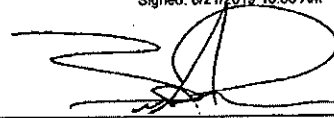
IT IS THEREFORE ORDERED AND ADJUDGED:

1. The three (3) referees appointed are as follows:

- A. JOHN GUYNUP
- B. MANUEL HERNANDEZ
- C. JIM BERG

2. The contents of the Limited Judgment entered by this court on July 31, 2019 still stand and remain unchanged.

Signed: 8/21/2019 10:58 AM



Circuit Court Judge Brett Pruess

**Certificate of Readiness under UTCR 5.100**

I certify this proposed judgment is ready for judicial signature because each Party affected by this judgment has stipulated to or approved the judgment, as shown by written confirmation sent to me.

DATED: August 20, 2019

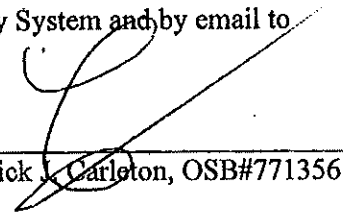


Frederick J. Carleton, OSB#771356

**Certificate of Service under UTCR 5.100**

I certify that on August 20, 2019, I served a true and complete copy of this proposed Judgment on Attorney Roger Gould via the Efiling Odyssey System and by email to [rogerg@epeurto.org](mailto:rogerg@epeurto.org).

DATED: August 20, 2019



Frederick J. Carleton, OSB#771356

**Submitted By:**

Frederick J. Carleton, OSB# 771356  
Attorney for Plaintiff  
Carleton Law Offices  
P.O. Box 38, Bandon, OR 97411  
(541) 347-2468, Fax: (541)347-6198  
[bandonlaw@gmail.com](mailto:bandonlaw@gmail.com)

SUPPLEMENTAL LIMITED JUDGMENT APPOINTING  
REFEREES- 2

Carleton Law Offices  
Attorneys at Law  
P.O. Box 38, Bandon, OR 97411  
(541)347-2468, Fax: (541)347-6198

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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF COOS

SARALEE SCHMIDT VARNEY,	)	Case No.: _____
	)	
Plaintiff,	)	COMPLAINT
Vs.	)	(SUIT FOR PARTITION PURSUANT TO
	)	ORS 105.245-105.405)
DAVID MARTIN SCHMIDT, KURTIS	)	
WILLIAM SCHMIDT, AND DORIS J.	)	NOT SUBJECT TO MANDATORY
DAYTON, ROBERT G. ROSS, NANETTE	)	ARBITRATION
T. ROSS, KARISA FISHER, and BRANDY	)	
(BRANDI) CHAMBERS,	)	ORS 21.135(1), (2)(a)
Defendants.	)	

Plaintiff alleges for her First Claim for Relief the following:

1.

The parties comprise all persons or entities holding ownership, lienholders' interests, or a tenancy for years or life, in a certain tract of real property located in Coos County, Oregon (the "Property"), with a legal description as set out on Exhibit "A" attached hereto and incorporated herein.

2.

Title to the Property is vested in SARALEE SCHMIDT VARNEY and DORIS J. DAYTON as to an undivided one-third interest each, and in the names of KURTIS WILLIAM SCHMIDT and DAVID MARTIN SCHMIDT as to an undivided one-sixth interest.

1 Defendants DORIS J. DAYTON, KURTIS WILLIAM SCHMIDT and DAVID MARTIN  
2 SCHMIDT are hereinafter called "Co-Tenant Defendants".

3 3.

4 Defendants ROBERT G. ROSS and NANETTE T. ROSS (hereafter "ROSS") hold a  
5 purported interest for a pasture lease on part of the property. Defendants KARISA FISHER  
6 and BRANDY (BRANDI) CHAMBERS purportedly have a month-to-month tenancy on a  
7 portion of the property.

8 4.

9 SARALEE SCHMIDT VARNEY and CO-TENANT DEFENDANTS are unable to  
10 agree on management decisions with respect to the Property, including its leasing,  
11 management, development, and potential sale.

12 5.

13 The property can be partitioned in kind, according to the respective interests and rights  
14 of all persons interested without great prejudice to any party or owner.

15 6.

16 Attached hereto and incorporated herein as Exhibit "B" is an illustration that generally  
17 depicts how a partition in kind can be accomplished. Plaintiff's proposed partition is marked  
18 \\\\. Co-Tenant Defendants' proposed partition is marked ///.

19 7.

20 Plaintiff requests, pursuant to ORS 105.405 the costs of partition, including reasonable  
21 attorney fees for Plaintiff's attorney for services performed for the common benefit of all  
22 parties be paid by the parties in portion to their respective interests.

23 Plaintiff alleges for her Second Claim for Relief the following:

24 8.

25 Plaintiff realleges paragraphs 1-7 above.

9.

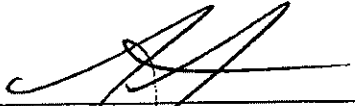
Since Plaintiff and Co-Tenant Defendants have just recently come into ownership,  
certain financial transactions have occurred relating to the property management. A full

1 accounting of income and bills paid should be made, and, income should be distributed  
2 pursuant to the parties' rights and interests.

3 WHEREFORE, Plaintiff prays for an order of the Court:

- 4 (a) A Judgment requiring a partition according to the respective rights of the parties;  
5 (b) Appointment of a Referee(s) to partition the property;  
6 (c) Ascertaining the rights and preference, if any, of the remaining Defendants;  
7 (d) Awarding the Parties their monies after an accounting, including if necessary a  
8 judgment in favor of any party against the other;  
9 (e) Granting pursuant to ORS 105.405 the costs of partition, including reasonable  
10 attorney fees for Plaintiff's attorney for services performed for the common benefit of all  
11 parties to be paid by the parties in portion to their respective interests; and  
12 (f) Granting such other relief as may be just and equitable herein.

13 DATED this 7 day of November, 2018.

14   
15 Frederick J. Carleton, OSB#771356  
16 Attorney for Plaintiff

17 **PLAINTIFF:**  
18 Saralee Schmidt Varney  
19 945 N. 66<sup>th</sup> St.  
20 Springfield, OR 97478  
21 (541)968-6036

22 **ATTORNEY FOR PLAINTIFF:**  
23 Frederick J. Carleton, OSB# 771356  
24 Carleton Law Offices  
25 P.O. Box 38, Bandon, OR 97411  
(541)347-2468, Fax: (541)347-6198  
[bandonlaw@gmail.com](mailto:bandonlaw@gmail.com)

COMPLAINT (SUIT TO PARTITION PURSUANT  
TO ORS 105.245-105.405) -3-

Carleton Law Offices  
Attorneys at Law  
P.O. Box 38, Bandon, OR 97411  
(541)347-2468, Fax: (541)347-6198

EXHIBIT A

(Coos County Account No. 8706)

All the following bounded and described real property situated in the County of Coos and State of Oregon: Commencing at the Northwest corner of the Southwest quarter (SW-1/4) of the Northeast quarter (NE-1/4) of Section thirty-one (31), Township twenty-eight (28) South, of Range twelve (12) West of the Willamette Meridian in Coos County, Oregon, running thence East 65 and 1/3 rods, thence South to the Coquille River at low water line, thence along said river, at said low water line, downstream to a point South of the place of beginning, thence North to the place of beginning;

ALSO, commencing at low water mark on the East bank of the Coquille River where the Western boundary of Lot No. 5 crosses the same, in Section thirty-one (31), Township twenty-eight (28) South, of Range twelve (12) West; thence North to the Northwest corner of the Southeast quarter (SE-1/4) of the Northwest quarter (NW-1/4) of Section thirty-one (31), Township twenty-eight (28) South, of Range twelve (12) West; thence East twenty-five and nine-tenths (25.9) rods; thence South to the said Coquille River; thence along low water mark, downstream to the place of beginning, situated in Section thirty-one (31), Township twenty-eight (28) South, of Range twelve (12) West of the Willamette Meridian in Coos County, State of Oregon, and containing twenty (20) acres of land, more or less;

ALSO, commencing at the Northwest corner of the Southwest quarter (SW-1/4) of the Northeast quarter (NE-1/4) of Section thirty-one (31), Township twenty-eight (28) South, of Range twelve (12) West of the Willamette Meridian in Coos County, Oregon, running thence East sixty-five and one-third (65-1/3) rods; thence South to the Coquille River at low water line, thence along said river, at said low water line, downstream to a point South of the place of beginning, thence North to the place of beginning;

ALSO, beginning at the Northeast corner of the Southeast quarter (SE-1/4) of the Northwest quarter (NW-1/4) of Section thirty-one (31), Township twenty-eight (28) South of Range twelve (12) West of the Willamette Meridian, running thence West along the North line of the Southeast quarter (SE-1/4) of the Northwest quarter (NW-1/4) of said Section thirty-one

(31), 894 feet to the Northeast corner of a tract of land owned by M.M. Schmidt and Marie Schmidt, thence South 2192.4 feet to low water mark on the right bank of the Coquille River, thence upstream along low water mark on the right bank of the Coquille River 158.6 feet, more or less, to a point which is South of a point 737.4 feet West of place of beginning, thence North 1526.7 feet to an iron pipe driven in the ground, thence East 744 feet to an iron pipe in the East line of Southeast quarter (SE-1/4) of the Northwest quarter (NW-1/4) of said Section thirty-one (31), 728 feet South of the place of beginning, thence North 728 feet to the place of beginning, EXCEPT .17 acres taken for road, containing 20.21 acres, all in Section thirty-one (31), Township twenty-eight (28) South, Range twelve (12) West of the Willamette Meridian, in Coos County, Oregon.

AND

(Coos County Account No. 8707)

Lot Five (5) and the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Thirty-one (31) in Township Twenty-eight (28) South, Range Twelve (12) West of the Willamette Meridian, Coos County, Oregon, excepting therefrom a tract described in Deed Book 17, Page 114, Records of Coos County, Oregon, described as follows:

Commencing at low water mark on the North bank of the Coquille River where the Western boundary of Lot Five (5) of said Section Thirty-one (31) intersects the same; run thence North to the Northwest corner of the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Thirty-one (31); thence East 25.9 rods; thence South to low mark of Coquille River; thence Westerly along low water mark of said river to the place of beginning.

Also excepting a tract of land described in Deed Book 119, Page 91, Records of Coos County, Oregon, heretofore conveyed to Martin Schmidt, described as follows:

Beginning at the Northeast corner of the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Thirty-one (31), Township Twenty-eight (28) South of Range Twelve (12) West of the Willamette Meridian; running thence West along the North line of the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of said Section Thirty-one (31) 894 feet to the Northeast corner of a tract of land owned by M. M. Schmidt and Marie Schmidt; thence South 2192.4 feet to low water mark on the right bank of the Coquille River; thence upstream along low water mark on the right bank of the Coquille River 158.6 feet, more or less, to a point which is South of a point 737.4 feet West of the place of beginning; thence North 1526.7 feet to an iron pipe driven in the ground; thence East 744 feet to an iron pipe in the East line of the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of said Section thirty-one (31) 728 feet South of the place of beginning; thence North 728 feet to the place of beginning. All in Section Thirty-one (31), Township Twenty-eight (28) South, Range Twelve (12) West of the Willamette Meridian, Coos County, Oregon.

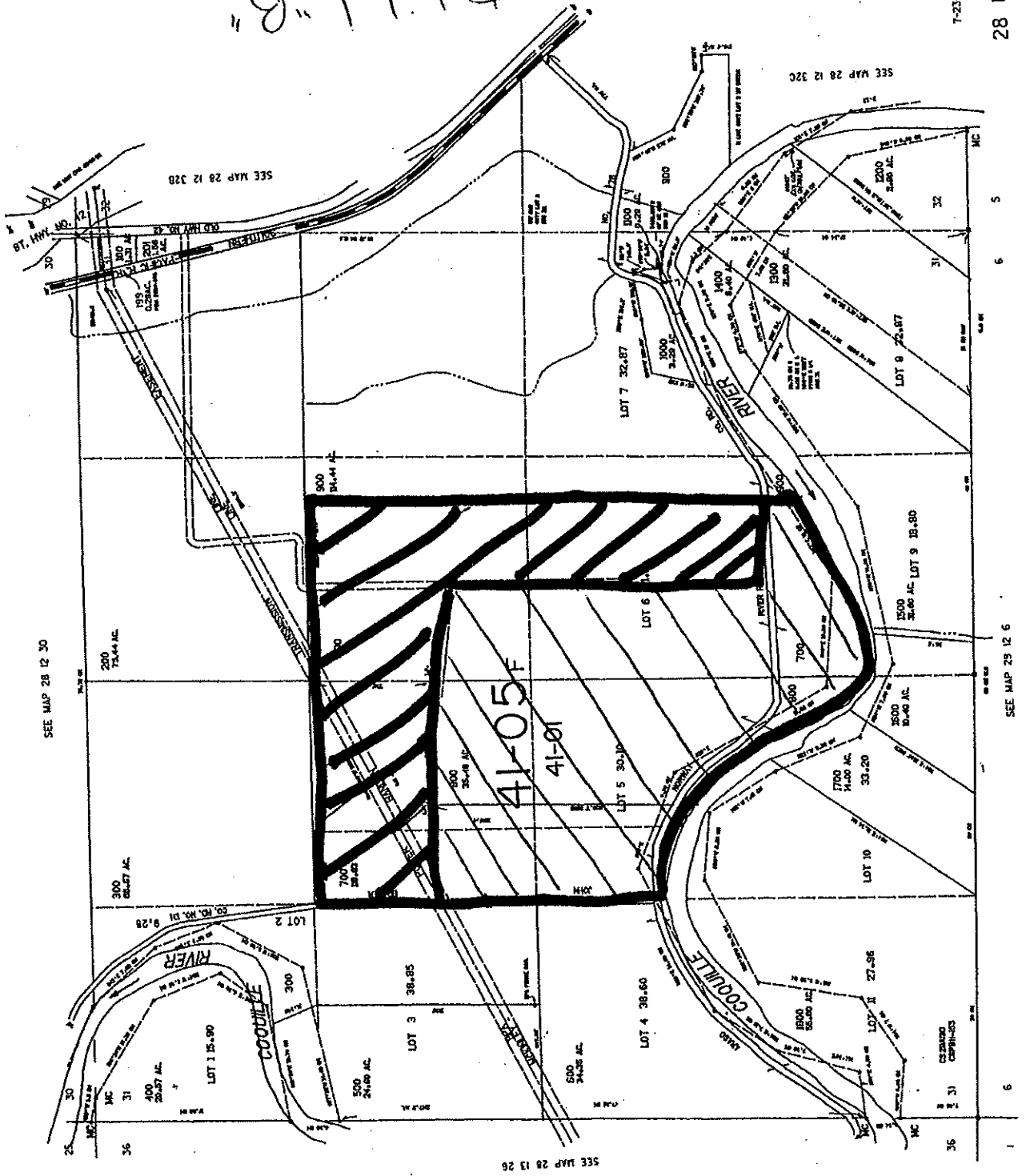
Also excepting therefrom the portion thereof lying within the boundaries of the County Road.

28 12 31  
CANCELLED

SECTION 31 T.28S. R.12W. W.M.  
COOS COUNTY  
1" = 400'

THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

Exhibit "B"



7-23-2004

28 12 31

SEE MAP 28 12 6

1 6

# COOS County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2020

NOT OFFICIAL VALUE

January 23, 2020 11:49:17 am

Account #	870600	Tax Status	ASSESSABLE
Map #	28S12310000700	Acct Status	ACTIVE
Code - Tax #	4105-870600	Subtype	NORMAL

Legal Descr    See Record

Mailing Name    VARNEY, SARALEE SCHMIDT ET AL

Deed Reference #    2018-6669

Agent

Sales Date/Price    06-28-2018 / \$0.00

In Care Of

Appraiser

Mailing Address    1493 LONG ISLAND DR  
EUGENE, OR 97401-7252

Prop Class	502	MA	SA	NH	Unit
RMV Class	500	05	21	RRF	15668-1

Situs Address(s)	Situs City
ID# 94089 LOWER NORWAY LN	MYRTLE POINT
ID# 3 93919 LOWER NORWAY LN	MYRTLE POINT
ID# 94144 LOWER NORWAY LN	MYRTLE POINT

Code Area		RMV	MAV	Value Summary			RMV Exception	CPR %
				AV	SAV	MSAV		
4105	Land	171,290				Land	0	
	Impr.	280,600				Impr.	0	
<b>Code Area Total</b>		<b>451,890</b>	<b>316,260</b>	<b>427,230</b>	<b>120,980</b>	<b>110,970</b>	<b>0</b>	
<b>Grand Total</b>		<b>451,890</b>	<b>316,260</b>	<b>427,230</b>	<b>120,980</b>	<b>110,970</b>	<b>0</b>	

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			Land Class	LUC	Trended RMV
						TD%	LS	Size			
4105	3	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Site	100	A	1.00	AV1	006*	4,280
4105	4	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Site	100	A	1.00	AV2	006*	4,280
4105	6	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Use Zoned	100	A	61.70	KF1	006*	64,970
4105	7	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Use Zoned	100	A	42.90	KF2	006*	33,890
4105	8	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Use Zoned	100	A	8.40	KF3	006*	5,501
4105	9	<input checked="" type="checkbox"/>		EFU, CREMP	Farm Use Zoned	100	A	2.83	U8	006*	59
4105	5	<input checked="" type="checkbox"/>		EFU, CREMP	Rural Site	100	A	1.00	HS	003	50,310
4105					SITE AMENTIES	100					4,000
4105					SITE AMENTIES	100					4,000
<b>Grand Total</b>								<b>118.83</b>			<b>171,290</b>

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown			Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%					
4105	8		333	MANURE TANK	100		300		440	
4105	6		335	MILKING PARLOR	100		1,024		2,780	
4105	2	1940	111	One story-Class 1	100		1,002		9,190	
4105	4		316	FEEDER BARN	100		9,000		11,100	
4105	5		302	LOFT BARN	100		4,536		5,550	
4105	9		306	UTILITY BUILDING	100		4,080		56,230	
4105	1	1938	138	One story with attic-Class 3	100		1,544		113,110	
4105	3	1919	138	One story with attic-Class 3	100		2,380		82,200	
<b>Grand Total</b>							<b>23,866</b>		<b>280,600</b>	

Code Area		Type	Exemptions/Special Assessments/Potential Liability
NOTATION(S):			

Account # 870600

- FARM/FOREST POT'L ADD'L TAX LIABILITY  
FARM
- FARM HOMESITE

**STATEMENT OF TAX ACCOUNT**  
**COOS COUNTY TAX COLLECTOR**  
**COOS COUNTY COURTHOUSE**  
**COQUILLE, OREGON 97423**  
**(541) 396-7725**

23-Jan-2020

VARNEY, SARALEE SCHMIDT ET AL  
 1493 LONG ISLAND DR  
 EUGENE, OR 97401-7252

Tax Account #	870600	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	4105
Situs Address	94089 LOWER NORWAY LN MYRTLE POINT, OR 97458	Interest To	Feb 15, 2020

**Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,824.06	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,586.10	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,595.66	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,533.72	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,714.91	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,688.75	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,490.53	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,402.69	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,196.07	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,100.26	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,022.07	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,003.43	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,899.11	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,828.35	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,774.99	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,631.36	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,524.58	Nov 15, 2003
<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$54,816.64</b>	

**COOS COUNTY ASSESSOR  
REAL PROPERTY ACCOUNT NAMES**

1/23/2020 11:49:51 AM

**Account #** 870600  
**Map** 28S1231-00-00700  
**Owner** VARNEY, SARALEE SCHMIDT ET AL  
 1493 LONG ISLAND DR  
 EUGENE, OR 97401-7252

<b>Name Type</b>	<b>Name</b>	<b>Ownership Type</b>	<b>Own Pct</b>
OWNER	DAYTON, DORIS J	OWNER	
OWNER	VARNEY, SARALEE SCHMIDT	OWNER	
OWNER	SCHMIDT, DAVID MARTIN	OWNER	
OWNER	SCHMIDT, KURTIS WILLIAM	OWNER	
OWNER AS TENANTS IN COMMON (33%)			
	DAYTON, DORIS J		
OWNER AS TENANTS IN COMMON (33%)			
	VARNEY, SARALEE SCHMIDT		
OWNER AS TENANTS IN COMMON (17%)			
	SCHMIDT, DAVID MARTIN		
OWNER AS TENANTS IN COMMON (17%)			
	SCHMIDT, KURTIS WILLIAM		

# COUS County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2020

NOT OFFICIAL VALUE

January 23, 2020 12:05:03 pm

Account # 870700  
 Map # 28S12310000800  
 Code - Tax # 4105-870700

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Legal Descr See Record

Mailing Name VARNEY, SARALEE SCHMIDT ET AL

Deed Reference # 2018-6669

Agent

Sales Date/Price 06-28-2018 / \$0.00

In Care Of

Appraiser

Mailing Address 1493 LONG ISLAND DR  
 EUGENE, OR 97401-7252

Prop Class 502 MA SA NH Unit  
 RMV Class 500 05 21 RRF 15669-1

Situs Address(s)	Situs City
ID# 20 94043 LOWER NORWAY LN	MYRTLE POINT

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
4105 Land	40,369					Land	0
Impr.	98,850					Impr.	0
<b>Code Area Total</b>	<b>139,219</b>	<b>94,470</b>	<b>131,415</b>	<b>40,369</b>	<b>36,945</b>		<b>0</b>
<b>Grand Total</b>	<b>139,219</b>	<b>94,470</b>	<b>131,415</b>	<b>40,369</b>	<b>36,945</b>		<b>0</b>

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			Land Class	LUC	Trended RMV
						TD%	LS	Size			
4105	20	<input checked="" type="checkbox"/>		EFU , CREMP	Farm Site	100	A	1.00	AV	006*	4,280
4105	30	<input checked="" type="checkbox"/>		EFU , CREMP	Farm Use Zoned	100	A	24.88	KF1	006*	26,198
4105	40	<input checked="" type="checkbox"/>		EFU , CREMP	Farm Use Zoned	100	A	7.40	KF2	006*	5,845
4105	50	<input checked="" type="checkbox"/>		EFU , CREMP	Farm Use Zoned	100	A	2.20	U8	006*	46
4105					SITE AMENTIES						4,000
<b>Grand Total</b>								<b>35.48</b>			<b>40,369</b>

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown			Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%					
4105	2	1977	341	HAY COVER	100		9,800		27,250	
4105	1	1964	138	One story with attic-Class 3	100		900		71,600	
<b>Grand Total</b>							<b>10,700</b>		<b>98,850</b>	

Code Area	Type	Exemptions/Special Assessments/Potential Liability
NOTATION(S):		
■ FARM/FOREST POT'L ADD'L TAX LIABILITY FARM		
■ FARM HOMESITE		

**STATEMENT OF TAX ACCOUNT**  
**COOS COUNTY TAX COLLECTOR**  
**COOS COUNTY COURTHOUSE**  
**COQUILLE, OREGON 97423**  
**(541) 396-7725**

23-Jan-2020

VARNEY, SARALEE SCHMIDT ET AL  
 1493 LONG ISLAND DR  
 EUGENE, OR 97401-7252

Tax Account #	870700	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	4105
Situs Address	94043 LOWER NORWAY LN MYRTLE POINT, OR 97458	Interest To	Feb 15, 2020

**Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,177.34	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,105.60	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,108.26	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,090.91	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,141.15	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,133.17	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,072.35	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,045.15	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$981.67	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$939.40	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$915.71	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$910.05	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$878.46	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$857.03	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$840.86	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$797.34	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$750.67	Nov 15, 2003
<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,745.12</b>	

**COOS COUNTY ASSESSOR  
REAL PROPERTY ACCOUNT NAMES**

1/23/2020 12:05:31 PM

**Account #** 870700  
**Map** 28S1231-00-00800  
**Owner** VARNEY, SARALEE SCHMIDT ET AL  
 1493 LONG ISLAND DR  
 EUGENE, OR 97401-7252

<b>Name</b>		<b>Ownership</b>	<b>Own</b>
<b>Type</b>	<b>Name</b>	<b>Type</b>	<b>Pct</b>
OWNER	DAYTON, DORIS J	OWNER	
OWNER	VARNEY, SARALEE SCHMIDT	OWNER	
OWNER	SCHMIDT, DAVID MARTIN	OWNER	
OWNER	SCHMIDT, KURTIS WILLIAM	OWNER	
OWNER AS TENANTS IN COMMON (33%)			
	DAYTON, DORIS J		
OWNER AS TENANTS IN COMMON (33%)			
	VARNEY, SARALEE SCHMIDT		
OWNER AS TENANTS IN COMMON (17%)			
	SCHMIDT, DAVID MARTIN		
OWNER AS TENANTS IN COMMON (17%)			
	SCHMIDT, KURTIS WILLIAM		



DEBBIE HELLER, OEA, COOS COUNTY CLERK

**GRANTOR:**  
DEENA GISHOLT, Personal Representative  
of the Estate of Florence E. Schmidt  
Coos County Probate No. 17PB07364  
**GRANTEES:**  
DORIS J. DAYTON  
SARALEE SCHMIDT VARNEY  
DAVID MARTIN SCHMIDT  
KURTIS WILLIAM SCHMIDT

After Recording return to:  
Walter B. Hogan  
Attorney for the Personal Representative  
PO Box 458  
Myrtle Point, Oregon 97458  
Until requested otherwise,  
Send tax statements to:  
*Saralee Schmidt Varney*  
*445 N Main St, Springfield OR 97478*

**PERSONAL REPRESENTATIVE'S DEED**

THIS INDENTURE made this 28<sup>th</sup> day of June, 2018, by and between DEENA GISHOLT, the duly appointed, qualified and acting personal representative of the estate of FLORENCE E. SCHMIDT, deceased, Coos County Probate Case No. 17PB07364, hereinafter called the first party, and DORIS J. DAYTON, SARALEE SCHMIDT VARNEY, each to a 1/3 share, DAVID MARTIN SCHMIDT and KURTIS WILLIAM SCHMIDT, each to a 1/6 share of real property described on Exhibit A, hereinafter called the second party; WITNESSETH:

For the value received and the consideration hereinafter stated, the receipt whereof is hereby acknowledged, the first party has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the second party and second party's heirs, successors-in-interest and assigns all the estate, right and interest of the said deceased at the time of decedent's death, and all the right, title and interest that the estate of said deceased by operation of the law or otherwise may have thereafter acquired in that certain real property situated in the County of Coos, State of Oregon, described as follows, to-wit:

Attached as **EXHIBIT A**

TO HAVE AND TO HOLD the same unto the second party, and second party's heirs, successors-in-interest and assigns forever.

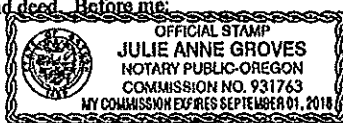
The true and actual consideration is for the distribution of estate assets  
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) 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 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), 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 (Definitions for ORS 30.930 to 30.947), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) 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.

IN WITNESS WHEREOF, the first party has executed this instrument this 28<sup>th</sup> day of June, 2018.

*Deena Gisholt*  
DEENA GISHOLT, Personal Representative  
of the Estate of FLORENCE E. SCHMIDT

STATE OF OREGON )  
                                  )     ss.  
County of Coos     )

Personally appeared the above named DEENA GISHOLT, Personal Representative of the Estate of FLORENCE E. SCHMIDT, Deceased, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:



*Julie Anne Groves*  
Notary Public of Oregon  
My Commission Expires: 9/1/18

*Dehmut*

EXHIBIT A

(Coos County Account No. 8706)

All the following bounded and described real property situated in the County of Coos and State of Oregon: Commencing at the Northwest corner of the Southwest quarter (SW-1/4) of the Northeast quarter (NE-1/4) of Section thirty-one (31), Township twenty-eight (28) South, of Range twelve (12) West of the Willamette Meridian in Coos County, Oregon, running thence East 65 and 1/3 rods, thence South to the Coquille River at low water line, thence along said river, at said low water line, downstream to a point South of the place of beginning, thence North to the place of beginning;

ALSO, commencing at low water mark on the East bank of the Coquille River where the Western boundary of Lot No. 5 crosses the same, in Section thirty-one (31), Township twenty-eight (28) South, of Range twelve (12) West; thence North to the Northwest corner of the Southeast quarter (SE-1/4) of the Northwest quarter (NW-1/4) of Section thirty-one (31), Township twenty-eight (28) South, of Range twelve (12) West; thence East twenty-five and nine-tenths (25.9) rods; thence South to the said Coquille River; thence along low water mark, downstream to the place of beginning, situated in Section thirty-one (31), Township twenty-eight (28) South, of Range twelve (12) West of Willamette Meridian in Coos County, State of Oregon, and containing twenty (20) acres of land, more or less;

ALSO, commencing at the Northwest corner of the Southwest quarter (SW-1/4) of the Northeast quarter (NE-1/4) of Section thirty-one (31), Township twenty-eight (28) South, of Range twelve (12) West of the Willamette Meridian in Coos County, Oregon, running thence East sixty-five and one-third (65-1/3) rods, thence South to the Coquille River at low water line, thence along said river, at said low water line, downstream to a point South of the place of beginning, thence North to the place of beginning;

ALSO, beginning at the Northeast corner of the Southeast quarter (SE-1/4) of the Northwest quarter (NW-1/4) of Section thirty-one (31), Township twenty-eight (28) South of Range twelve (12) West of the Willamette Meridian, running thence West along the North line of the Southeast quarter (SE-1/4) of the Northwest quarter (NW-1/4) of said Section thirty-one

(31), 894 feet to the Northeast corner of a tract of land owned by M.M. Schmidt and Marie Schmidt, thence South 2192.4 feet to low water mark on the right bank of the Coquille River, thence upstream along low water mark on the right bank of the Coquille River 158.6 feet, more or less, to a point which is South of a point 737.4 feet West of place of beginning, thence North 1526.7 feet to an iron pipe driven in the ground, thence East 744 feet to an iron pipe in the East line of Southeast quarter (SE-1/4) of the Northwest quarter (NW-1/4) of said Section thirty-one (31), 728 feet South of the place of beginning, thence North 728 feet to the place of beginning, EXCEPT .17 acres taken for road, containing 20.21 acres, all in Section thirty-one (31), Township twenty-eight (28) South, Range twelve (12) West of the Willamette Meridian, in Coos County, Oregon.

EXHIBIT B

(Coos County Account No. 8707)

Lot Five (5) and the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Thirty-one (31) in Township Twenty-eight (28) South, Range Twelve (12) West of the Willamette Meridian, Coos County, Oregon, excepting therefrom a tract described in Deed Book 17, Page 114, Records of Coos County, Oregon, described as follows:

Commencing at low water mark on the North bank of the Coquille River where the Western boundary of Lot Five (5) of said Section Thirty-one (31) intersects the same; run thence North to the Northwest corner of the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Thirty-one (31); thence East 25.9 rods; thence South to low mark of Coquille River; thence Westerly along low water mark of said river to the place of beginning.

Also excepting a tract of land described in Deed Book 119, Page 91, Records of Coos County, Oregon, heretofore conveyed to Martin Schmidt, described as follows:

Beginning at the Northeast corner of the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Thirty-one (31), Township Twenty-eight (28) South of Range Twelve (12) West of the Willamette Meridian; running thence West along the North line of the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of said Section Thirty-one (31) 894 feet to the Northeast corner of a tract of land owned by M. W. Schmidt and Marie Schmidt; thence South 2192.4 feet to low water mark on the right bank of the Coquille River; thence upstream along low water mark on the right bank of the Coquille River 158.6 feet, more or less, to a point which is South of a point 737.4 feet West of the place of beginning; thence North 1526.7 feet to an iron pipe driven in the ground; thence East 744 feet to an iron pipe in the East line of the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of said Section thirty-one (31) 728 feet South of the place of beginning; thence North 728 feet to the place of beginning. All in Section Thirty-one (31), Township Twenty-eight (28) South, Range Twelve (12) West of the Willamette Meridian, Coos County, Oregon.

Also excepting therefrom the portion thereof lying within the boundaries of the County Road.

TL 900

After recording, return to:

RETURN TO F.A.T. CO.

147405212

RECORDED BY FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON AS  
ACCOMMODATION ONLY. NO LIABILITY  
IS ACCEPTED FOR THE CONDITION OF  
THE TITLE OR VALIDITY, SUFFICIENCY  
ON EFFECT OF THIS DOCUMENT

**WARRANTY DEED**

ERNEST E. ALLEN as Trustee of the Ernest E. Allen Revocable Trust under Trust Agreement dated December 30, 2005, LYNNE L. ALLEN as Trustee of the Lynne L. Allen Revocable Trust under Trust Agreement dated December 30, 2005, and BEAU L. ALLEN, "Grantors" convey and warrant to BEAU L. ALLEN and SHAWNA ALLEN, husband and wife, as tenants by the entirety, "Grantees," the following described real property, free of encumbrances, except as specifically set forth herein:

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

The true and actual consideration for this conveyance is other property or value which is the whole consideration therefor.

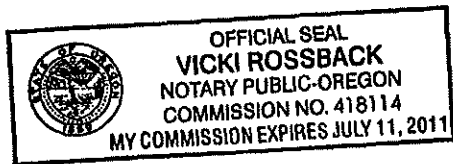
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS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

Until a change is requested all tax statements should be sent to the following address: Beau L. Allen and Shawna Allen, 668 7<sup>th</sup> Street, Myrtle, Point, Oregon, 97458.

STATE OF OREGON        )  
                                  ) ss.  
County of Coos         )

11-16-09, 2009

Personally appeared before me the above named Lynne L. Allen who being first duly sworn did say: That she is the Trustee of the Lynne L. Allen Revocable Trust u.t.a. dated December 30, 2005; that she is authorized to execute the foregoing instrument as Trustee of said Trust; and, she acknowledged the foregoing instrument as her voluntary act and deed as Trustee of said Trust.

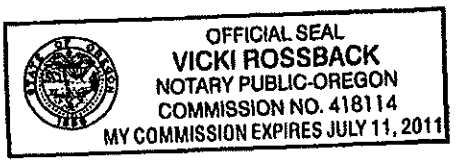


*Vicki Rossback*  
Notary Public - State of Oregon

STATE OF OREGON        )  
                                  ) ss.  
County of Coos         )

11-17-09, 2009

Personally appeared before me the above-named Beau L. Allen who acknowledged the foregoing instrument as his voluntary act and deed.



*Vicki Rossback*  
Notary Public - State of Oregon

of beginning. Also, excepting the following: Commencing at the section corner to Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains; thence South 75° 30' West 1.62 chains; thence North 6° West 2.25 chains to an iron stake which is the Northeast corner and place of beginning of the tract hereinafter described; running thence West 10° South 18-1/4 rods; thence West 11° South 10 rods 8 links; thence South 11° West 17 rods, more or less, to low water line; thence up stream following low water line to a point South 10° East 5 rods from a point which is South 20° West 13 rods from the place of beginning; thence North 10° West 5 rods; thence North 20° East 13 rods to the place of beginning. Also, excepting the following: Commencing at the section corner of Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains; thence South 75° 30' West 1.62 chains; thence North 6° West 2.25 chains; to an iron stake which is the Northeast corner of the tract of land known as the McCloskey tract; thence West 10° South 18-1/4 rods; thence West 11° South 10 rods 8 links, being the place of beginning and being the Northwest corner of the McCloskey tract; running thence West 11° South 9-1/2 rods; thence South 11° West 20 rods, more or less, to low water mark of Coquille River; thence following low water mark up stream 9-1/2 rods to a point, being the Southwest corner of the McCloskey tract and being South 11° West 17 rods from the place of beginning; thence North 11° East 17 rods to the place of beginning.

PARCEL 3:

Those portions of the SW1/4 of the NW1/4 and Lot 3 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying South and West of the Southern Pacific Railroad right of way, save and except the following: Beginning at the point of intersection of the Southwesterly boundary of the right of way of the Southern Pacific Railroad through the SW1/4 of said Section 32 with the East boundary of the NW1/4 of the SW1/4 of the said Section 32, from which point the Southeast corner of the NE1/4 of the SW1/4 of said Section 32 bears South 56° 12' East a distance of 1607.3 feet; and running thence South 1° 27' West along the said East boundary of the NW1/4 of the SW1/4 of Section 32 for a distance of 617.1 feet; thence South 87° 09' West for a distance of 351.5 feet; thence North 62° 55' West for a distance of 387.75 feet; thence North 24° 45' West for a distance of 278 feet, more or less, to a point on the Southeasterly boundary of the right of way of the County Road; thence Easterly and Northeasterly along the said right of way boundary for a distance of 770 feet, more or less, to a point on the Southwesterly boundary of the above

ALSO EXCEPTING AND RESERVING from the above described Parcels 1, 2, and 3 to and for the benefit of Ernest E. Allen, Lynne L. Allen, and the survivor of them, a life estate in the house commonly known as 94315 Lower Norway Lane, Myrtle Point, Oregon, together with approximately one acre of surrounding yard, the driveway to said house, the water line from the river to said house, the septic system and drainfield for said house, and the garage and outbuildings associated with said house (hereinafter collectively referred to as the "life estate property"). The life estate reserved hereby shall be for the lives of Ernest E. Allen, Lynne L. Allen, and the survivor of them. The following terms and provisions shall apply to said life estate:

- (A) During the term of the life estate Ernest E. Allen and Lynne L. Allen, or the survivor of them, (hereinafter the "life tenant(s)") shall be responsible for all maintenance and repair of the life estate property necessary to keep said property in the same or better condition as said property now exists.
- (B) During the term of the life estate the holder(s) of the remainder interest shall carry fire and casualty insurance on the life estate property insuring the same for its maximum replacement value. The life tenant(s) shall be named as additional insureds under said policy and the proceeds of such policy shall be payable to the life tenant(s) and the holder(s) of the remainder interest as their interests appear. In the event of an insured loss, all proceeds paid under such insurance policy shall be used to repair or replace the damaged property. The repair or replacement of uninsured damage to the life estate property, including all deductible amounts under any applicable insurance policy, shall be paid for by the holder(s) of the remainder interest.
- (C) During the term of the life estate the holder(s) of the remainder interest shall maintain single limit liability insurance coverage in an amount not less than \$500,000.00 to protect against risks arising directly or indirectly out of any condition of the life estate property or activities on the life estate property and shall include the life tenant(s) as additional insureds under such policy.

property with them, or either of them, including, but not limited to a caregiver or caregivers.

**AND SUBJECT TO AND EXCEPTING:**

1. Real property taxes for the fiscal year 2009-2010.
2. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
3. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
4. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the mean high water mark of Coquille River and the ownership of the state of Oregon in that portion lying below the high water mark of Coquille River .
5. Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Coquille River or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.
6. Governmental rights in connection with flood control and propagation of anadromous fish and public rights of fishing and recreational navigation in and to the water, bed and shoreline of the Coquille River.
7. Agreement, including terms and provisions thereof, recorded June 28, 1946, in Volume 162, Page 556, Deed Records of Coos County, Oregon.
8. Easement Agreement, including terms and provisions thereof, recorded October 21, 1960, in Volume 281, Page 460, Deed Records of Coos County, Oregon.

EXHIBIT "A"  
PAGE 6 OF 7 PAGES

COOS COUNTY CLERK, OREGON      TOTAL \$86.00  
TERRI L. TURI, CCC, COUNTY CLERK

11/18/2009 #2009-11529  
03:57PM      9 OF 10



*Rehmet*

EXHIBIT A

(Coos County Account No. 8706)

*TL 700(E)*

All the following bounded and described real property situated in the County of Coos and State of Oregon: Commencing at the Northwest corner of the Southwest quarter (SW-1/4) of the Northeast quarter (NE-1/4) of Section thirty-one (31), Township twenty-eight (28) South, of Range twelve (12) West of the Willamette Meridian in Coos County, Oregon, running thence East 65 and 1/3 rods, thence South to the Coquille River at low water line, thence along said river, at said low water line, downstream to a point South of the place of beginning, thence North to the place of beginning;

*TL 700 (W)*

ALSO, commencing at low water mark on the East bank of the Coquille River where the Western boundary of Lot No. 5 crosses the same, in Section thirty-one (31), Township twenty-eight (28) South, of Range twelve (12) West; thence North to the Northwest corner of the Southeast quarter (SE-1/4) of the Northwest quarter (NW-1/4) of Section thirty-one (31), Township twenty-eight (28) South, of Range twelve (12) West; thence East twenty-five and nine-tenths (25.9) rods; thence South to the said Coquille River; thence along low water mark, downstream to the place of beginning, situated in Section thirty-one (31), Township twenty-eight (28) South, of Range twelve (12) West of Willamette Meridian in Coos County, State of Oregon, and containing twenty (20) acres of land, more or less;

*TL 700(E)*

ALSO, commencing at the Northwest corner of the Southwest quarter (SW-1/4) of the Northeast quarter (NE-1/4) of Section thirty-one (31), Township twenty-eight (28) South, of Range twelve (12) West of the Willamette Meridian in Coos County, Oregon, running thence East sixty-five and one-third (65-1/3) rods, thence South to the Coquille River at low water line, thence along said river, at said low water line, downstream to a point South of the place of beginning, thence North to the place of beginning;

*TL 800*

ALSO, beginning at the Northeast corner of the Southeast quarter (SE-1/4) of the Northwest quarter (NW-1/4) of Section thirty-one (31), Township twenty-eight (28) South of Range twelve (12) West of the Willamette Meridian, running thence West along the North line of the Southeast quarter (SE-1/4) of the Northwest quarter (NW-1/4) of said Section thirty-one

(31), 894 feet to the Northeast corner of a tract of land owned by M.M. Schmidt and Marie Schmidt, thence South 2192.4 feet to low water mark on the right bank of the Coquille River, thence upstream along low water mark on the right bank of the Coquille River 158.6 feet, more or less, to a point which is South of a point 737.4 feet West of place of beginning, thence North 1526.7 feet to an iron pipe driven in the ground, thence East 744 feet to an iron pipe in the East line of Southeast quarter (SE-1/4) of the Northwest quarter (NW-1/4) of said Section thirty-one (31), 728 feet South of the place of beginning, thence North 728 feet to the place of beginning, EXCEPT .17 acres taken for road, containing 20.21 acres, all in Section thirty-one (31), Township twenty-eight (28) South, Range twelve (12) West of the Willamette Meridian, in Coos County, Oregon.

EXHIBIT B

(Coos County Account No. 8707)

Lot Five (5) and the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Thirty-one (31) in Township Twenty-eight (28) South, Range Twelve (12) West of the Willamette Meridian, Coos County, Oregon, excepting therefrom a tract described in Deed Book 17, Page 114, Records of Coos County, Oregon, described as follows:

Commencing at low water mark on the North bank of the Coquille River where the Western boundary of Lot Five (5) of said Section Thirty-one (31) intersects the same; run thence North to the Northwest corner of the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Thirty-one (31); thence East 25.9 rods; thence South to low mark of Coquille River; thence Westerly along low water mark of said river to the place of beginning.

Also excepting a tract of land described in Deed Book 119, Page 91, Records of Coos County, Oregon, heretofore conveyed to Martin Schmidt, described as follows:

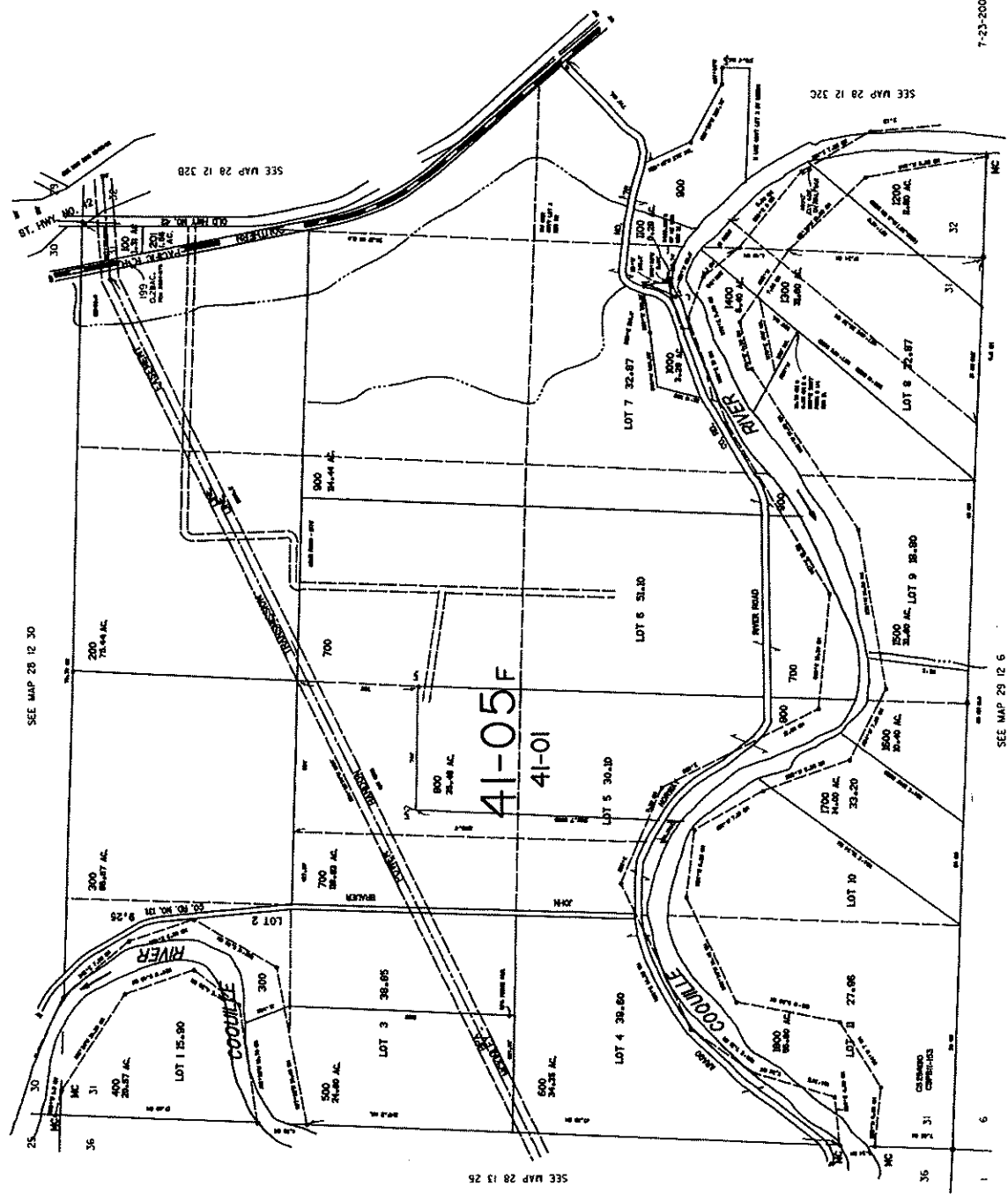
Beginning at the Northeast corner of the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Thirty-one (31), Township Twenty-eight (28) South of Range Twelve (12) West of the Willamette Meridian; running thence West along the North line of the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of said Section Thirty-one (31) 894 feet to the Northeast corner of a tract of land owned by M. M. Schmidt and Marie Schmidt; thence South 2192.4 feet to low water mark on the right bank of the Coquille River; thence upstream along low water mark on the right bank of the Coquille River 158.6 feet, more or less, to a point which is South of a point 737.4 feet West of the place of beginning; thence North 1526.7 feet to an iron pipe driven in the ground; thence East 744 feet to an iron pipe in the East line of the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of said Section thirty-one (31) 728 feet South of the place of beginning; thence North 728 feet to the place of beginning. All in Section Thirty-one (31), Township Twenty-eight (28) South, Range Twelve (12) West of the Willamette Meridian, Coos County, Oregon.

Also excepting therefrom the portion thereof lying within the boundaries of the County Road.

28 12 31  
CANCELLED

SECTION 31 T.28S. R.12W. W.M.  
COOS COUNTY  
1" = 400'

THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY.



7-23-2004

28 12 31

C:\PROGRAM FILES\TPCWALLEN.TRV

[[ Traverse:ALLEN PLA SUB-PARCEL Area:2613463.65SqFt 60.00Acres Distance  
Factor:1.000000000 ]]

<u>Point</u>	<u>Type</u>	<u>Bearing</u>	<u>Horiz Dist</u>	<u>Northing</u>	<u>Easting</u>	<u>Description</u>
70				4991.872	5004.730	SW CORNER / POB
71		N0°14'44"E	2163.721	7155.573	5013.999	PROP CORNER
72		S90°00'00"W	1881.968	7155.573	3132.031	PROP CORNER
73		N0°37'29"E	616.801	7772.337	3138.757	PROP CORNER
74		N89°58'46"E	2430.589	7773.208	5569.345	PROP CORNER
75		S1°26'10"W	2768.345	5005.732	5499.964	PROP CORNER
70		S88°23'48"W	495.428	4991.872	5004.730	SW CORNER / POB
76						

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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF COOS

SARALEE SCHMIDT VARNEY,	)	Case No.: 18CV51501
	)	
Plaintiff,	)	GENERAL JUDGMENT OF PARTITION
vs.	)	IN KIND OF REAL PROPERTY AFTER
	)	TRIAL
DAVID MARTIN SCHMIDT, KURTIS	)	
WILLIAM SCHMIDT, DORIS J. DAYTON,	)	
ROBERT G. ROSS, NANETTE T. ROSS,	)	
KARISA FISHER, and BRANDY (BRANDI)	)	
CHAMBERS,	)	
Defendants.	)	

This matter came before the court for trial on June 18, 2019. Plaintiff SARALEE SCHMIDT VARNEY appeared with her attorney, Frederick J. Carleton, and Defendants DAVID MARTIN SCHMIDT, KURTIS WILLIAM SCHMIDT, DORIS J. DAYTON, ROBERT G. ROSS, and NANETTE T. ROSS personally appeared with their attorney Roger Gould. KARISA FISHER and BRANDY (BRANDI) CHAMBERS did not personally appear. The Court heard testimony and arguments and received documentary evidence, then taking the case under advisement and issuing a written opinion on July 1, 2019, to which the Courts findings were summarized in a Limited Judgment signed and entered on July 31, 2019, and a Supplemental Limited Judgment was signed on August 21, 2019 appointing the referees.

The three (3) referees appointed were JOHN GUYNUP, MANUEL HERNANDEZ, and JIM BERG. The referees submitted their report to the court on November 26, 2019 and the Court issued its written opinion on December 5, 2019 approving the report.

**FINDINGS OF FACTS**

1           1.       Plaintiff owns 1/3 interest in the real property subject of the complaint located  
2 on Lower Norway Lane in Myrtle Point, OR.

3           2,       Defendant DORIS J. DAYTON owns 1/3 interest in the real property subject of  
4 the complaint located on Lower Norway Lane in Myrtle Point, OR.

5           3.       Defendant DAVID MARTIN SCHMIDT owns 1/6 interest in the real property  
6 subject of the complaint located on Lower Norway Lane in Myrtle Point, OR.

7           4.       Defendant KURTIS WILLIAM SCHMIDT owns 1/6 interest in the real property  
8 subject of the complaint located on Lower Norway Lane in Myrtle Point, OR.

9           5.       Defendants ROBERT G. ROSS and NANETTE T. ROSS have a lease for  
10 pasture on the real property subject of the complaint located on Lower Norway Lane in Myrtle  
11 Point, OR.

12           6.       Defendants KARISA FISHER and BRANDY (BRANDI) CHAMBERS are  
13 tenants residing in a rental on the real property subject of the complaint located on Lower  
14 Norway Lane in Myrtle Point, OR.

15           7.       Plaintiff proposed a partition in kind of a 60+acre split, keeping the smaller 60-  
16 acre parcel for herself. Three referees were appointed and provided a report to the court, which  
17 is attached hereto and fully incorporated herein as Exhibit "A" for ease.

18           8.       The Referees determined the real property could be partitioned in the  
19 configuration as proposed and requested by Plaintiff without any diminishment of value of said  
20 parcels.

21           9.       Two of the three Referees have submitted their invoices for services in which  
22 the parties have stipulated to payment of the following amounts: Manuel Hernandez-\$3,466.00  
23 and John Guynup-\$4,900.00. Jim Berg did not submit an Invoice for services.

24           10.      There is no great prejudice to any party who owns interest in the real property  
25 subject to this case. The Co-Defendants have no great prejudice of pecuniary nature.

          11.      The Parties made the following stipulations under the Order of Confirmation:

          (a)     Plaintiff hired Dodge Surveying and Planning to survey and mark the boundaries  
of the partition and will pay, without contribution from Defendants for the survey.

1 (b) Plaintiff will pay for a permanent fence of her choosing to divide the line of the  
partition in kind.

2 (c) Defendants waive any appeal of this judgment.

3 (d) No attorney fees or costs will be awarded to any of the parties.

4 (e) The expense and fee of the Referees with amounts owing be paid by the parties  
5 in proportionate shares to their ownership interests, namely: 1/3<sup>rd</sup> by Plaintiff, 1/3<sup>rd</sup> by  
6 Defendant DORIS J. DAYTON and 1/6<sup>th</sup> to Defendants DAVID MARTIN SCHMIDT and  
7 KURTIS WILLIAM SCHMIDT; and will be paid out of the funds collected from the rents  
8 through November 29, 2019, held in Oregon Pacific Bank, Account No. xxx9311 by Defendant  
9 DORIS J. DAYTON and she will issue checks accordingly through the attorney's trust accounts  
within ten (10) days of judgment.

10 (f) The Defendants shall have ten (10) days from the date of judgment to remove  
11 all old junk, debris, and other personal property from Plaintiff's portion of the real property  
12 awarded herein, including vehicles and farm equipment, and if not so done, Plaintiff shall have  
13 a money award for the cost incurred by Plaintiff to remove Defendants personal property  
without further claim or appeal from Defendants thereafter.

14 (g) Plaintiff, after entry of Judgment, shall have the authority of all owners to make  
15 at her cost such property line adjustment in conformance with Coos County Zoning and  
Partition Code in regards to the parcel she is awarded.

16 12. Defendants DORIS J. DAYTON, DAVID MARTIN SCHMIDT and KURTIS  
17 WILLIAM SCHMIDT, have provided statements for the Ranch account from August 21, 2018  
18 through May 6, 2019 and from June 28, 2019 through November 29, 2019. The total rents  
19 deposited into said account as shown on the bank statements provided for the above-stated dates  
20 total \$30,900.00. The rents for May 2019 were not provided but are \$1,900.00 for a total of  
rents collected of \$32,800.00.

21 From that account, the below amounts have been disbursed as follows:

22 \$3,207.24 for insurance (allowed as costs)

23 \$ 600.00 to John Fandel, LLC (allowed as costs)

24 \$9,509.89 for real property taxes (allowed as costs)

25 \$ 978.20 for garbage and floor repair

\$8,576.45 to Attorney Roger Gould

Per the stipulation of the parties, Plaintiff SARALEE SCHMIDT VARNEY is entitled to 1/3<sup>rd</sup> share of the total disbursed for the garbage and floor repairs and Attorney Gould's fees. That 1/3<sup>rd</sup> share to Ms. Varney is the amount of \$3,184.88.

Therefore, the remaining ranch account funds shall be distributed as follows:

(a) Payment to SARALEE SCHMIDT VARNEY in the amount of \$3,184.88.

(b) Payment to Manuel Hernandez in the amount of \$3,466.00. Payment to John Guynup in the amount of \$4,900.00.

(c) Any monies that may be refunded or paid for the accounting period shall be paid as follows:

Plaintiff SARALEE SCHMIDT VARNEY- 1/3 interest

Defendant DORIS J. DAYTON- 1/3 interest

Defendant DAVID MARTIN SCHMIDT- 1/3 interest

Defendant KURTIS WILLIAM SCHMIDT- 1/3 interest

(d) The above funds will all be paid within ten (10) days from date of judgment, and to be paid through the attorney's trust accounts.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. Order of Confirmation of Partition of Real Property entered on January 31, 2020 is binding and conclusive upon all parties to the suit.

2. The partition in kind is granted in the configuration as set out on the survey done by Dodge Surveying & Planning as shown on Exhibit "B" attached hereto and incorporated herein. The partition created in this matter shall be effectual forever. Except as provided in ORS 105.265 (Persons not affected by judgment), the judgment is binding and conclusive:

(a) On all parties named therein, and their legal representatives, who have at the time any interest in any part of the property divided as owners in fee or as tenants for life or for years.

(b) On all parties named therein, and their legal representatives, entitled to the reversion, remainder or inheritance of the property or any part thereof after the termination of a particular estate therein, or who by any contingency may be entitled to a beneficial interest in the property.

1 (c) On all parties named therein, or their legal representatives, who have an  
interest in any undivided share of the property as tenants for years or for life.

2 (d) On all persons claiming from parties or persons listed in subsections (a)  
3 to (c) of this section.

4 3. Plaintiff has authority to make, at her cost, such property line adjustment in  
5 conformance with Coos County Zoning and Partition Code in regard to the parcel she is awarded  
under the Order of Confirmation and this General Judgment.

6 4. The parties are directed to execute the appropriate conveyances or consents  
7 necessary to carry out the General Judgment according to paragraph 3 above. If for any reason  
8 they are unable to do so, this General Judgment shall act as the controlling document for  
9 signatures required for any transaction or conveyance required to finalize the partition in kind  
as shown in the survey on Exhibit "B".

10 5. Plaintiff shall pay, without contribution from Defendants, for the survey.

11 6. Plaintiff shall bear the cost of a permanent fence of her choosing to divide the  
12 line of the partition in kind.

13 7. Defendants waive any appeal of this judgment.

14 8. No attorney fees or costs will be awarded to any of the parties.

15 9. The Defendants shall have ten (10) days from the date of judgment to remove  
16 all old junk, debris, and other personal property from Plaintiff's portion of the real property  
17 awarded herein, including vehicles and farm equipment, and if not so done, Plaintiff shall have  
a money award for the cost incurred by Plaintiff to remove Defendants personal property  
18 without further claim or appeal from Defendants thereafter.

19 10. Defendants DORIS J. DAYTON, DAVID MARTIN SCHMIDT and KURTIS  
WILLIAM SCHMIDT, shall pay and issue checks as follows:

20 (a) Payment to SARALEE SCHMIDT VARNEY in the amount of \$3,184.88.

21 (b) Payment to Manuel Hernandez in the amount of \$3,466.00. Payment to John  
22 Guynup in the amount of \$4,900.00.

23 (c) Any monies that may be refunded or paid for the accounting period shall be paid  
as follows:

24 Plaintiff SARALEE SCHMIDT VARNEY- 1/3 interest

1 Defendant DORIS J. DAYTON- 1/3 interest

2 Defendant DAVID MARTIN SCHMIDT- 1/3 interest

3 Defendant KURTIS WILLIAM SCHMIDT- 1/3 interest

4 (d) The above funds will all be paid within ten (10) days from date of judgment, and  
5 to be paid through the attorney's trust accounts.

6 Signed: 4/3/2020 03:25 PM

7  
8  
9  
10  
11 **Certificate of Readiness under UTCR 5.100**

12 I certify this proposed judgment is ready for judicial signature because I have served a  
13 copy of this judgment on all parties entitled to service and we have worked through any  
14 objections to submit this final judgment for entry.

15 DATED: April 2, 2020.

16   
17 Frederick J. Carleton, OSB#771356

18 **Certificate of Service under UTCR 5.100**

19 I certify that on March 26, 2020, I served a true and complete copy of this proposed  
20 *Judgment* on Attorney Roger Gould and the same upon filing on April 2, 2020 via the Efiling  
21 Odyssey System and by email to [rogerg@epcurto.org](mailto:rogerg@epcurto.org).

22 DATED: April 2, 2020.

23   
24 Frederick J. Carleton, OSB#771356

25 **Submitted By:**

26 Frederick J. Carleton, OSB# 771356  
27 Attorney for Plaintiff  
28 Carleton Law Office  
29 P.O. Box 38, Bandon, OR 97411  
30 (541) 347-2468, Fax: (541)347-6198  
31 [bandonlaw@gmail.com](mailto:bandonlaw@gmail.com)

November 12, 2019

**REFEREE REPORT TO COOS COUNTY CIRCUIT COURT  
Re: Varney v. Schmidt Case No.18CV51501**

The referees were tasked to determine if the property could be partitioned in the configuration requested by the Plaintiff in a way that would not diminish the value of said properties.

We found that a new appraisal was not necessary because we were only dealing in relative value. In other words, would partitioning reduce value of the remainder?

We examined a previous appraisal not to determine value but to ascertain the location of the property and the improvements. We also used appraisal to classify the different marketing opportunities.

All three referees read the court directive and tried to follow its' wishes.

The referees viewed the property together on September 19, 2019. We looked at the land and how the improvements were situated on the property. We spent three hours in discussion.

At the end of the discussion we found that we were in agreement. Our decision was unanimous. The property could be partitioned in the configuration suggested in court documents without any loss or diminishment of value of said parcels. To be more specific, the loss of grazing land would not adversely affect the value of the parcel with improvements.

After completing our visual appraisal, we tasked John Guynup to do a market based evaluation. He put a value of \$5,000/acre value on the land, then using a 10% inflation factor to original appraisal came to an undivided value of \$1,038,859. This is the value today. When separated the bare land parcel doesn't change because it can only be sold to adjacent owner to comply with zoning regulations. Larger improved parcel goes up in value if marketed properly.


The bare land parcel is valued at \$308,150. This number was derived from current sales in the local area. The Improved parcel is valued at \$880,000. This is an increase over the undivided value of \$730,000. The increase in value is attributed to a different marketing plan. This property has a great deal of river frontage that has been hidden behind brush and weeds. Revenue of rentals could be increased exponentially with reconfiguring and clean-up. Rental revenue could easily reach \$30,000 to \$50,000 if managed properly. This far exceeds current pasture rent and easily supports an increase in value. The fact that a current business is operating on the subject property must be recognized as a positive asset that increases potential value.

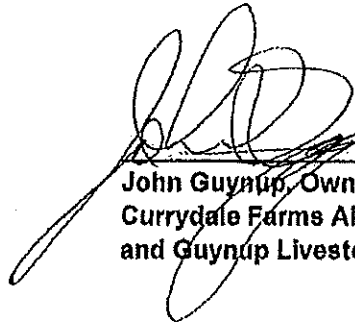
Exhibit "A"


November 12, 2019

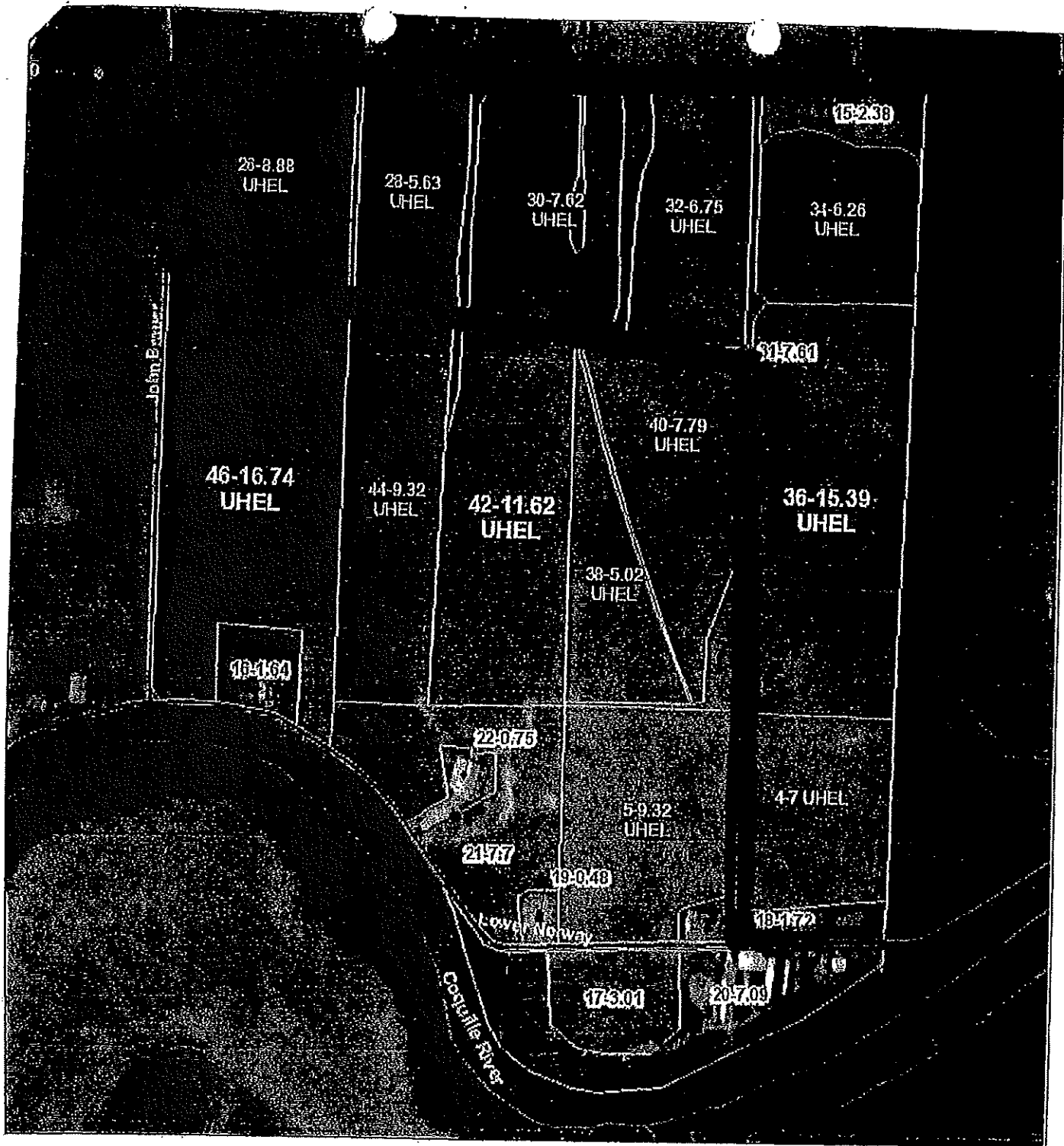
The larger parcel also benefits the seller in that the purchase price is now substantially lower than the combined price of over one million. The \$880,000 sale price is much more psychologically attractive to potential buyers.

We agreed on a value based on what the subject property would sell for not an aggregation of improvements. We worked up Guynup's numbers and Guynup met with Jeff Marineau to see if our two different approaches were compatible. We found that we were in agreement on all the basic aspects and we agreed that the conclusions reached in this report were reasonable and fair. We are not appraisers and were not instructed by the court to hire appraisers. We were to exercise our judgment on the question presented as referees. We are each skilled in our own areas of expertise and this report constitutes our best opinion of value.

  
James Berg Dated: 11/14/19  
Principal Broker/Owner  
North Point Real Estate, Inc.

  
John Guynup, Owner Dated: 11/14/19  
Currydale Farms Airport-U-Stor  
and Guynup Livestock

  
Manuel C. Hernandez, Dated: 11/14/19  
Attorney at Law  
Hernandez and Associates, LLC



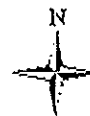
**USDA** United States Department of Agriculture  
**Farm Service Agency**

Farm: **Coos County, OR**

Tract: 414

Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions
- Section Boundary



CRD Boundary

**PLAINTIFF'S EXHIBIT**

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership. It is not to be used for any purpose other than that for which it was prepared. The producer accepts the data as is and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Program boundaries and determinations or contact with FSA.

61.63 acres to buy

On 48 acres L.P.

16

John Guynup  
PO Box 1  
Langlois, Oregon 97450

Education:

Associate of Arts in Animal Science. College of the Redwoods Eureka  
CA. University of California at Davis.

Real Estate School of Oregon sales license and brokers license which also included fee appraisal at that time.

Real estate continuing education courses.

Livestock symposiums (100s)

Experience:

Cattle producer for 60 years in 3 states. Operations included irrigated farm and bottomland, sub-irrigated pastures and dryland hills. Continuous cattle ownership for 60 years.

Owned ranches and farms for 50 years in CA, WA and Oregon.

Bonded livestock broker representing Shasta Livestock, Cottonwood CA, largest dealer in 8 western states.

Real estate broker for over 20 years specializing in farms, ranches and rural acreages. Traded my own account for 50 years buying and selling a variety of properties.

Currently own and operate a 2500 acre cattle and sheep ranch, a retail farm store, a large Mini-storage facility. In addition I am one of two trustees of an \$80,000,000 plus family trust doing business in 6 states.

Professional Organizations:

Oregon Cattlemen's Association Past- District vice president Past Private lands chairman.

Oregon Sheep Growers Association Past President

Western Oregon Livestock Association Current President

Self Storage Association

Rotary International

Langlois Lions 3 terms as President

Curry County Livestock Association Past president

4H leader 18 years

2CJ former curriculum chairman

Manuel C. Hernandez, Attorney at Law

1212 ALABAMA, STE 14, PO BOX 979, BANDON, OR. 97411 • 541.347-2911 EMAIL [lawtalk@visitbandon.com](mailto:lawtalk@visitbandon.com)

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## EMPLOYMENT

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JOB TITLE <i>Legal Aid Attorney</i> <i>Southwestern New Mexico Legal Services</i>	YEARS EMPLOYED (1979-1980)  <i>Carlsbad, New Mexico</i>
JOB TITLE <i>Private Attorney, Carrasco &amp; Hernandez, P.C</i>	YEARS EMPLOYED (1981- 87)  <i>Carlsbad, New Mexico</i>
JOB TITLE <i>Assistant District Attorney</i> <i>Coos County District Attorney's Office</i>	YEARS EMPLOYED (1988- 90)  <i>Coos County Courthouse</i> <i>Coquille, Oregon</i>
JOB TITLE <i>Private Attorney,</i> <i>Hernandez and Associates</i>	YEARS EMPLOYED (1990-2019)  <i>Bandon, Oregon</i>
JOB TITLE <i>Property Manager, Licensee</i> <i>Exclusive Property Management, Inc.</i>	YEARS EMPLOYED (2002- 2019)  <i>Bandon, Oregon</i>

## EDUCATION

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DEGREE EARNED OR MAJOR <i>University of Oregon</i> <i>School of Business</i> <i>B.A. Degree, Finance and Business Economics</i>	YEARS ATTENDED ( 1969 - 74)  <i>Eugene, Oregon</i>
DEGREE EARNED OR MAJOR <i>University of Oregon</i> <i>School of Law</i> <i>Doctor of Jurisprudence</i>	YEARS ATTENDED (EX: 1976 - 79)  <i>Eugene, Oregon</i>

## SKILLS

---

- Criminal defense, Product Liability, Wrongful Death, Personal Injury, Business Law, Estate Planning, Trust and Estates, Bankruptcy,
- Property manager
- Military: New Mexico and Oregon National Guard, .
- Farming
- Commercial Fishing
- Hunting

**manuel@visitbandon.com**

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**From:** Jim Berg <jimberg@north-pt.com>  
**Sent:** Thursday, November 14, 2019 5:04 PM  
**To:** manuel@visitbandon.com  
**Subject:** RE: Varney v Schmidt Referee Report

Manuel,

My brief bio is as follows:

I grew up in North Bend, OR graduating from NBHS in 1967, B.S> U of O March 1971.

I worked for Weyerhaeuser and International Paper as a human resource director.

From 1985 to 1991 hospital administration at Lower Umpqua Hospital.

Shortly thereafter, another Broker and I established North Point Inc. Real Estate and Development here in Coos Bay.

Current community activities include founding chair Coos Bay Boat Building Center and Coos Bay Planning Commission Chair

Jim Berg  
Principal Broker/Owner

100 Central Ave  
Coos Bay, OR 97420  
541.269.1601  
Cell: 541.404.6133  
www.north-pt.com

"B... figure"

**TENTATIVE PLAN - PROPERTY LINE ADJUSTMENT**  
 LOCATED IN SECTION 31 - T. 28 S. - R. 12 W., W.M., COOS COUNTY, OREGON

DATE: FEBRUARY 20, 2020  
 SCALE: HZ 1" = 300'

SEE TAX MAP 28 12 31  
 TAX LOTS 700 & 800 (PARENT PARCELS)  
 TRACT SIZE: 118.83 ACRES / 114.44 ACRES  
 T.M. 87060 / 870301  
 ZONING: EU ORCUM [90TH PARCELS]  
 CURRENT OWNER: 700 - DOUGLAS L. DAYTON, SARALEE SCHAUDI VARNER,  
 DAWN MARTIN SCHAUDI, MARTIN WILLIAM SCHAUDI DEED REFERENCE: 2018-8669  
 CURRENT OWNER: 800 - ERNEST E. ALLEN, LYNN E. ALLEN, SHAWNA ALLEN, AND BEAU L. ALLEN  
 DEED REFERENCE:

COOS COUNTY PLANNING FILE PLA 20-XX

**PARCEL SIZES:**  
 PRE PROPERTY LINE ADJUSTMENT  
 TL 700 - 118.83 ACRES  
 TL 800 - 114.44 ACRES  
 POST PROPERTY LINE ADJUSTMENT  
 TL 700 - 58.83 ACRES  
 TL 800 - 174.44 ACRES

**EXISTING CONDITION NOTES:**

- 1.) THERE ARE NO STRUCTURES LOCATED WITHIN 10' OF THE PROPOSED ADJUSTED LINE.
- 2.) THE PROPERTY LINE ADJUSTMENT IS NECESSARY PER GENERAL JUDGMENT CONS. COUNTY COURT CASE DIVISION.
- 3.) EXCEPTION # 6 IS AN EASEMENT LOCATED ON PROPERTIES TO THE EAST OF THIS AREA, AND NOT LOCATED ON THE SUBJECT PARCELS.
- 4.) EXCEPTIONS # 4 & 5, LOCATIONS ARE SHOWN FOR LEGAL DESCRIPTIONS.
- 5.) CALCULATED DISTANCES IN THE PROPERTY LINE ADJUSTMENT ARE GIVEN (8911 / (8989))
- 6.) BOUNDARY LINES SHOWN IN THE PROPERTY LINE ADJUSTMENT ARE OF COORDINATION, (RANDED) HAVE BEEN ACCEPTED TO BE THE BOUNDARY/PROPERTY LINES.

**LEGEND / ABBREVIATIONS**

- SETBACK FROM ROAD
- SETBACK FROM ADJ. PROP.
- STAKE TO 15.200'
- CALCULATED POINT
- ROUND SURVEY MEASUREMENT AS NOTED AND SHOWN
- DOGS SURVEYING & PLANNING REASSURMENTS
- BOUNDARY LINES REFLECTING DEED CALLS
- ORANGE PLASTIC CAP
- ROW PINS CALLED FOR IN MEY 2018-0669
- INTERIOR PROPERTY LINES
- BOUNDARY LINES ALONG BOUNDARY LINES OF POSSESSION

**SURVEY NARRATIVE:**

**CONTROL NOTE:**  
 JOHN BRAUER ROAD [50'] & LOWER NORWAY ROAD  
 THE RIGHT OF WAY LINES HAVE BEEN CALCULATED BY A BEST FIT LINE AND CURVE REFLECTING THE EXISTING GRADE ROUNDED AS THEY CURRENTLY EXIST. [FEBRUARY 2020]

**COOS COUNTY DIRECTOR OF PLANNING**  
 LAND USE ACTION REFERENCE: PLA 20-XX  
 I, ALL ROUTE, PLANNING DIRECTOR FOR COOS COUNTY, HEREBY CERTIFY THAT THE FULL MAP IS IN CONFORMITY WITH THE REQUIREMENTS OF COOS COUNTY ORDINANCES AND POLICIES.  
 ALL MAPS - COOS COUNTY DIRECTOR OF PLANNING

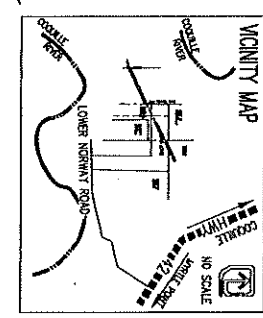
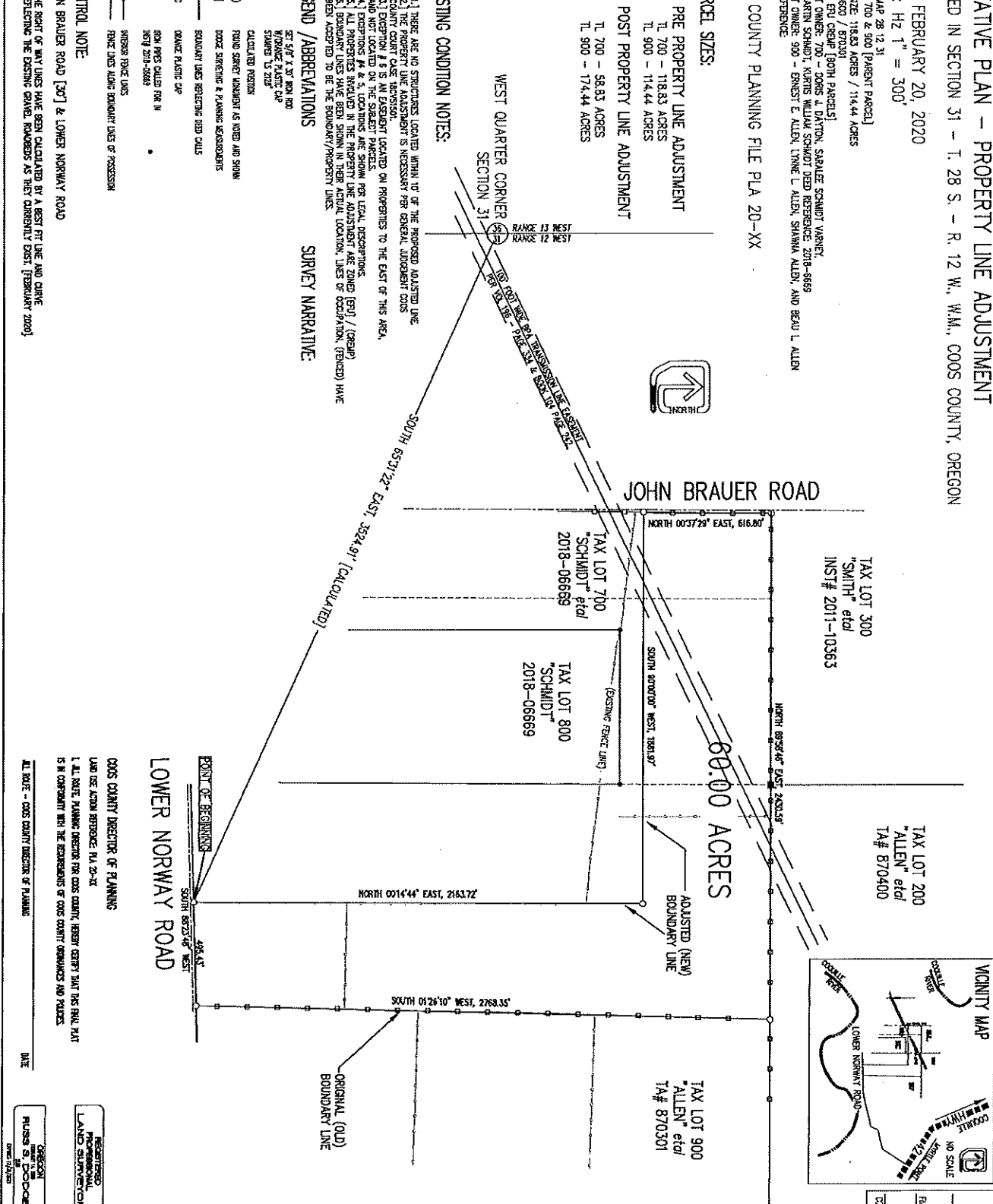
REGISTERED PROFESSIONAL LAND SURVEYOR  
 CAROLAN RUSSELL POOLCOE  
 MEASUREMENT DATE: 11/2019

DATE: FEB 19, 2020  
 SCALE: 1"=300'  
 PROJECT: 20-01  
 DRAWN BY: PD  
 SHEET NO. 1 OF 1

**ALLEN PROPERTY LINE ADJUSTMENT**  
 SECTION 31 - TOWNSHIP 28 SOUTH - RANGE 12 WEST, W.M., COOS COUNTY OREGON

**dodge surveying & planning**  
 (541) 401-3789 | info@dodgehgt.com  
 835 S 4TH ST. - SUITE 3  
 COOS BAY, OREGON 97400

**RECEIVED**  
 DATE: \_\_\_\_\_  
 COUNTY ENGINEER - LINE PHOTO



STATE OF OREGON  
COUNTY OF GOOS  
**CERTIFICATE OF WATER RIGHT**

**This Is to Certify, That** Martin H. Schmidt

of Norway, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Coquille River, a tributary of irrigation, for the purpose of

under Permit No. 13690 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from May 11, 1939

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 1.34 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the Lot 6 (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) and Lot 5 (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ), Section 31, Township 28 South, Range 12 West, W. M.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 $\frac{1}{2}$  acre feet per acre for each acre irrigated during the irrigation season of each year,

and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

30.0 acres in SW $\frac{1}{4}$  NE $\frac{1}{4}$   
26.8 acres in SE $\frac{1}{4}$  NW $\frac{1}{4}$   
10.2 acres in Lot 5 (NE $\frac{1}{4}$  SW $\frac{1}{4}$ )  
32.3 acres in Lot 6 (NW $\frac{1}{4}$  SE $\frac{1}{4}$ )  
7.1 acres in Lot 6 (SW $\frac{1}{4}$  SE $\frac{1}{4}$ )  
Section 31  
T. 28 S., R. 12 W., W.M.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

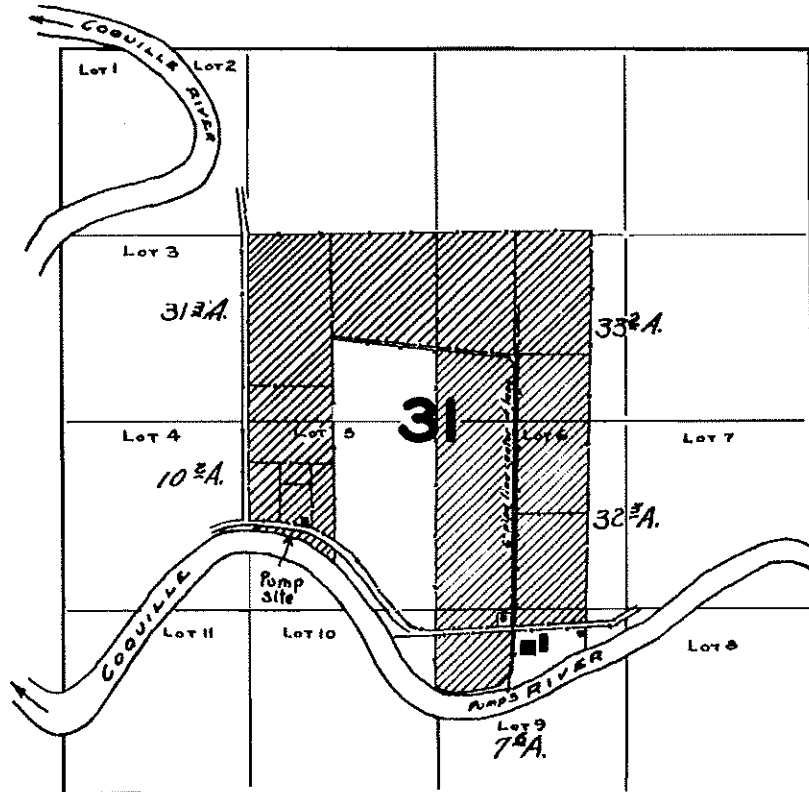
WITNESS the signature of the State Engineer, affixed

this 16th day of June, 1950

CHAS. E. STRICKLIN

State Engineer

T. 28 S., R. 12 W. W.M.



FINAL PROOF SURVEY

UNDER

Application No. 18019 Permit No. 13690

IN NAME OF

Martin M. Schmidt

Surveyed Aug. 25, 1943, by Geo. J. Naderman

Final inspection Sept. 13, 1949 H.L. Coffman

STATE OF OREGON  
COUNTY OF COOS  
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

ESTATE OF DON R. SCHMIDT  
P.O. BOX 69  
NORWAY, OREGON 97460

confirms the right to use the waters of COQUILLE RIVER, a tributary of PACIFIC OCEAN, for the purpose of IRRIGATING 125.0 ACRES.

The right has been perfected under Permit 49770. The date of priority is JULY 21, 1986. The right is limited to not more than 1.56 CUBIC FEET PER SECOND or its equivalent in case of rotation, measured at the point of diversion from the source.

The point of diversion is located as follows:

LOT 6 (SW 1/4 SE 1/4), SECTION 31, T 28 S, R 12 W, W.M.; 750 FEET NORTH AND 500 FEET EAST FROM S 1/4 CORNER SECTION 31.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to ONE-EIGHTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year.

The right shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right, and to which such right is appurtenant, is as follows:

SE 1/4 SE 1/4	19.2 ACRES
SECTION 30	
NE 1/4 NE 1/4	36.0 ACRES
NW 1/4 NE 1/4	40.0 ACRES
SE 1/4 NW 1/4	9.2 ACRES
LOT 5 (NE 1/4 SW 1/4)	18.5 ACRES
LOT 5 (SE 1/4 SW 1/4)	2.1 ACRES
SECTION 31	
TOWNSHIP 28 SOUTH, RANGE 12 WEST, W.M.	

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described. The right is subject to minimum flows established by the Water Resources Commission with an effective date prior to this right.

WITNESS the signature of the Water Resources Director, affixed this date JULY 21, 1989.

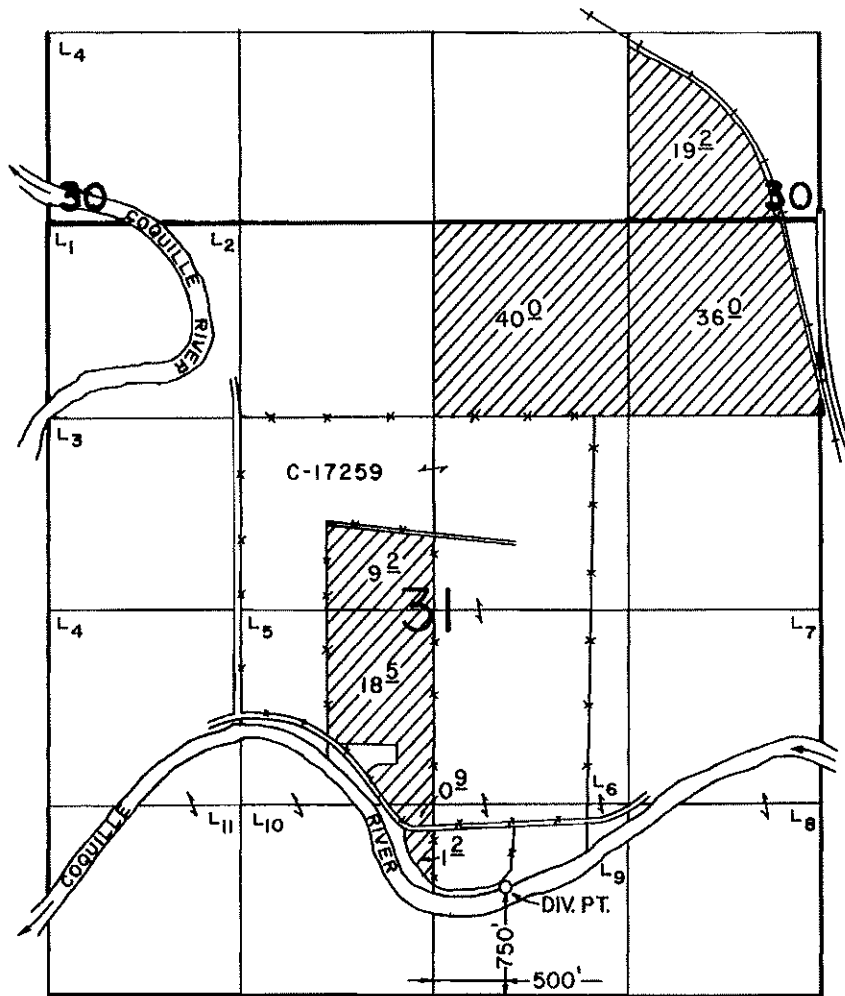
/s/ WILLIAM H. YOUNG

Water Resources Director

Recorded in State Record of Water Right Certificates numbered 61980  
68793.JCL



T. 28 S., R. 12 W., W.M.



SCALE: 1" = 1320'

**FINAL PROOF SURVEY**  
UNDER

Application No. 68793.. Permit No. 49770.....  
IN NAME OF

ESTATE OF DON R. SCHMIDT.....

Surveyed SEPT. 20 1988., by V. L. CHURCH....

STATE OF OREGON  
COUNTY OF COOS  
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

ERNEST E. ALLEN  
BOX 39  
NORWAY, OREGON 97460

confirms the right to use the waters of COQUILLE RIVER, a tributary of PACIFIC OCEAN, for the purpose of IRRIGATING 46.8 ACRES.

The right has been perfected under Permit 49771. The date of priority is JULY 22, 1986. The right is limited to not more than 0.59 CUBIC FOOT PER SECOND or its equivalent in case of rotation, measured at the point of diversion from the source.

The points of diversion are located as follows:

LOT 7 (NE 1/4 SE 1/4), SECTION 31, T 28 S, R 12 W, W.M.;  
1530 FEET NORTH AND 850 FEET WEST, 1750 FEET NORTH AND 50 FEET WEST,  
BOTH FROM SE CORNER SECTION 31.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to ONE-EIGHTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year.

The right shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right, and to which such right is appurtenant, is as follows:

SE 1/4 NE 1/4	10.1 ACRES
LOT 7 (NE 1/4 SE 1/4)	1.0 ACRE
SECTION 31	
SW 1/4 NW 1/4	10.2 ACRES
LOT 3 (NW 1/4 SW 1/4)	25.2 ACRES
LOT 2 (SW 1/4 SW 1/4)	0.3 ACRE
SECTION 32	
TOWNSHIP 28 SOUTH, RANGE 12 WEST, W.M.	

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described. The right is subject to minimum flows established by the Water Resources Commission with an effective date prior to this right.

WITNESS the signature of the Water Resources Director,  
affixed this date JULY 21, 1989.

/s/ WILLIAM H. YOUNG

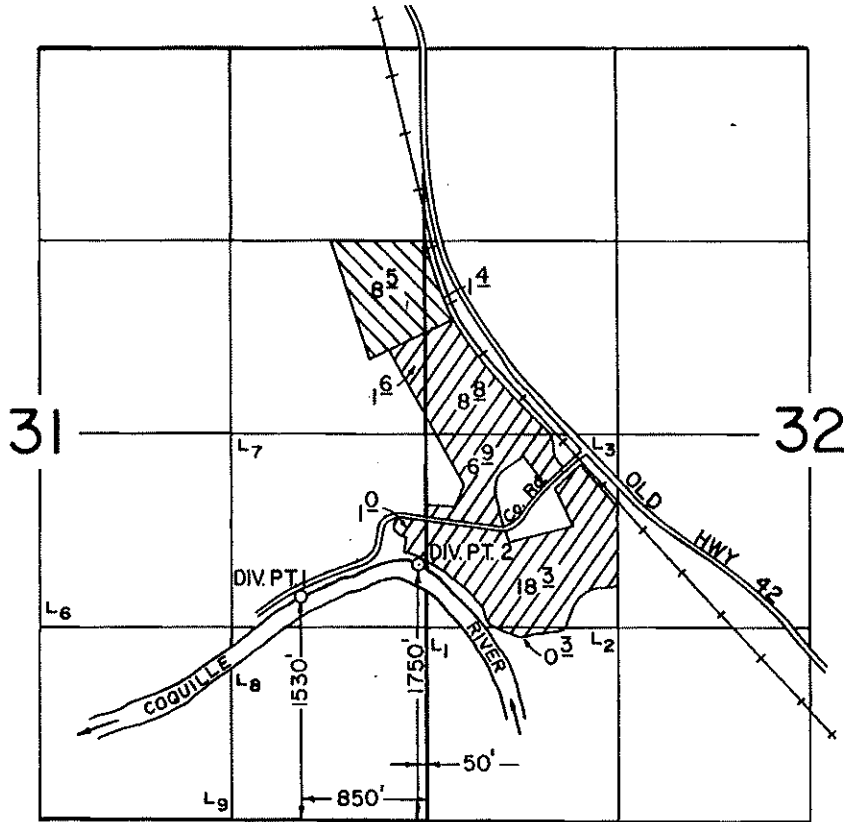
Water Resources Director

Recorded in State Record of Water Right Certificates numbered 61981



68797.JCL



T. 28 S., R. 12 W., W.M.



SCALE: 1" = 1320'

 DIV. PT. 1  
 DIV. PT. 2

### FINAL PROOF SURVEY UNDER

Application No. 68797.. Permit No. 49771.....  
IN NAME OF

ERNEST E. ALLEN

Surveyed SEPT. 20 1989, by V. L. CHURCH...

# TENTATIVE PLAN - PROPERTY LINE ADJUSTMENT

LOCATED IN SECTION 31 - T. 28 S. - R. 12 W., W.M., COOS COUNTY, OREGON

DATE: APRIL 07, 2020  
 SCALE: H<sub>z</sub> 1" = 300'

SEE TAX MAP 28 12 31  
 TAX LOTS 700 & 900 [PARENT PARCELS]  
 TRACT SIZE: 118.83 ACRES / 114.44 ACRES  
 T<sub>AX</sub> # 870600 / 870301  
 ZONING: EFU CREMP [BOTH PARCELS]  
 CURRENT OWNER: 700 - DORIS J. DAYTON, SARALEE SCHMIDT VARNEY,  
 DAVID MARTIN SCHMIDT, KURTIS WILLIAM SCHMIDT DEED REFERENCE: 2018-8669  
 CURRENT OWNER: 900 - ERNEST E. ALLEN, LYNNE L. ALLEN, SHAWNA ALLEN, AND BEAU L. ALLEN  
 DEED REFERENCE:

COOS COUNTY PLANNING FILE PLA 20-

- PARCEL SIZES:**
- PRE PROPERTY LINE ADJUSTMENT
    - T<sub>L</sub> 700 - 118.83 ACRES
    - T<sub>L</sub> 900 - 114.44 ACRES
  - POST PROPERTY LINE ADJUSTMENT
    - T<sub>L</sub> 700 - 58.83 ACRES
    - T<sub>L</sub> 900 - 174.44 ACRES

WEST QUARTER CORNER  
 SECTION 31

**LEGEND / ABBREVIATIONS**

- SET 5/8" X 3/4" IRON ROD
- BY ORANGE PLASTIC CAP
- SHIMMED "LS ZIPS"
- CALCULATED POSITION
- FOUND SURVEY MONUMENT AS NOTED AND SHOWN
- DODGE SURVEYING & PLANNING MEASUREMENTS
- BOUNDARY LINES REFLECTING DEED CALLS
- ORANGE PLASTIC CAP
- IRON PINS CALLED FOR IN
- NOTIFY 2018-0669
- INTERIOR FENCE LINES
- FENCE LINES ALONG BOUNDARY LINES OF POSSESSION
- ADJUSTED PARCEL

**CONTROL NOTE**

JOHN BRAUER ROAD [30'] & LOWER NORWAY ROAD  
 THE RIGHT OF WAY LINES HAVE BEEN CALCULATED BY A BEST FIT LINE AND CURVE  
 REFLECTING THE EXISTING GRAVEL ROADBEDS AS THEY CURRENTLY EXIST. [FEBRUARY 2020]

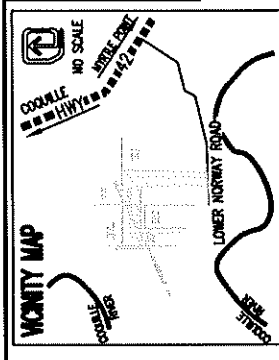
**EXISTING CONDITION NOTES:**

- 1.) THERE ARE NO STRUCTURES LOCATED WITHIN 10' OF THE PROPOSED ADJUSTED LINE.
- 2.) THE PROPERTY LINE ADJUSTMENT IS NECESSARY PER GENERAL JUDGEMENT COOS COUNTY COURT CASE NO. 2018-0669.
- 3.) EXCEPTION # 1 IS AN EASEMENT LOCATED ON PROPERTIES TO THE EAST OF THIS AREA, AND NOT LOCATED ON THE SUBJECT PARCELS.
- 4.) EXCEPTIONS # 2 & 3 LOCATIONS ARE SHOWN PER LEGAL DESCRIPTIONS.
- 5.) ALL PROPERTIES INVOLVED IN THE PROPERTY LINE ADJUSTMENT ARE ZONED (EFU) / (CREMP)
- 6.) BOUNDARY LINES HAVE BEEN SHOWN IN THEIR ACTUAL LOCATION AS LINES OF OCCUPATION, (REASON) HAVE BEEN ACCEPTED TO BE THE BOUNDARY/PROPERTY LINES.
- 7.) THERE ARE WATER RIGHTS ASSOCIATED WITH THESE PROPERTIES. COPIES ARE PART OF THE SUBMITTAL PACKAGE.

**COOS COUNTY DIRECTOR OF PLANNING**

LAND USE ACTION REFERENCE: PLA 20-42  
 I, ALLI MOSE, PLANNING INSPECTOR FOR COOS COUNTY, HEREBY CERTIFY THAT THIS FINAL PLAT IS IN CONFORMANCE WITH THE REQUIREMENTS OF COOS COUNTY ORDINANCES AND RULES.

ALL INFO. - COOS COUNTY DIRECTOR OF PLANNING

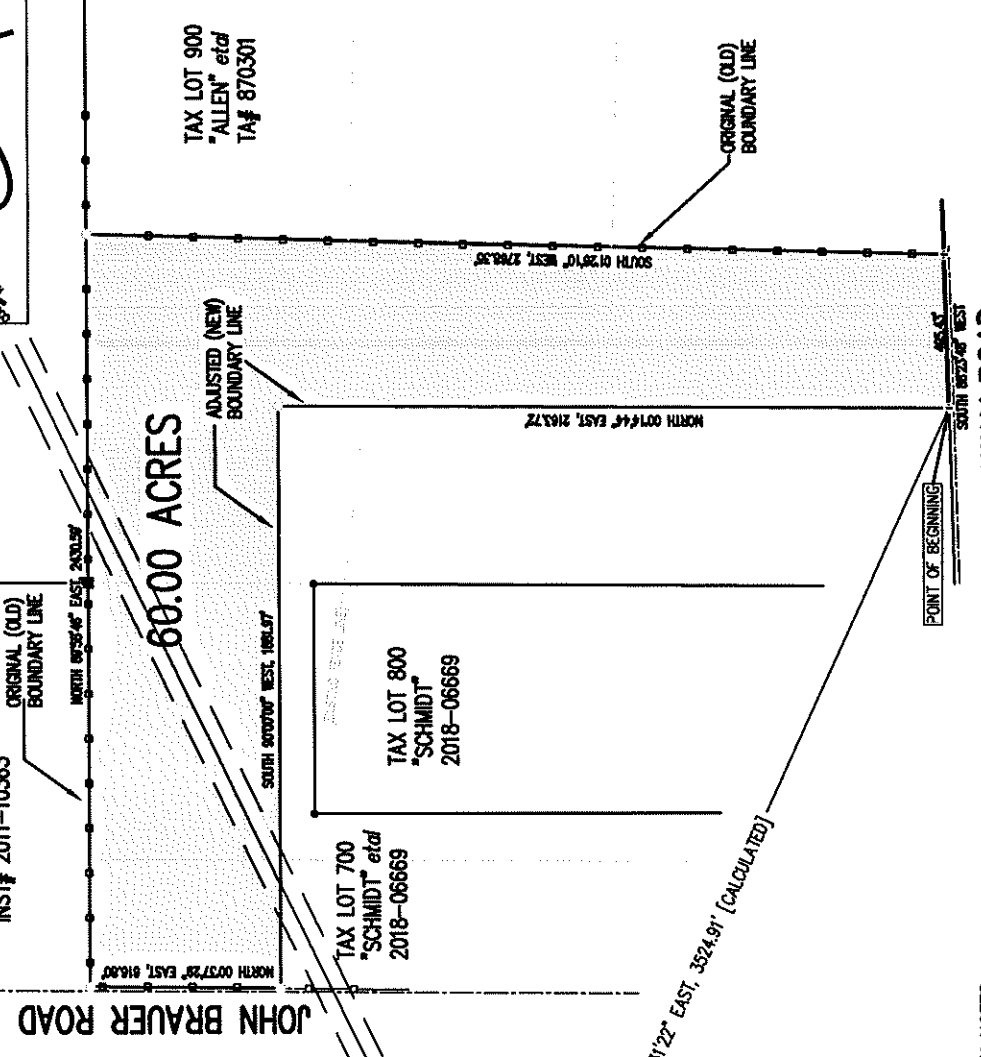


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 DODGE SURVEYING & PLANNING  
 (541) 464-8788 | info@dodgeplanning.com  
 200 S. 47TH ST. - BLDG 3  
 COOS BAY, OREGON 97430

ALLEN PROPERTY LINE ADJUSTMENT  
 SECTION 31 - TOWNSHIP 28 N - RANGE 12 WEST, W.M., COOS COUNTY OREGON

DATE: MAY 07, 2020  
 SCALE: 1" = 300'  
 PROJECT: 20-01  
 DRAWN BY: [redacted]  
 SHEET NO. 1 OF 1

REGISTERED  
 LAND SURVEYOR  
 OREGON  
 PLUMB & DODGE  
 2018



60.00 ACRES

TAX LOT 200  
 "ALLEN" et al  
 TA# 870400

TAX LOT 300  
 "SMITH" et al  
 INST# 2011-10363

TAX LOT 800  
 "SCHMIDT"  
 2018-06669

TAX LOT 700  
 "SCHMIDT" et al  
 2018-06669

TAX LOT 900  
 "ALLEN" et al  
 TA# 870301

LOWER NORWAY ROAD

JOHN BRAUER ROAD

SOUTH 65°31'22" EAST, 3524.01' [CALCULATED]

WEST 3/4 CORNER  
 SECTION 31

POINT OF BEGINNING

ORIGINAL (OLD)  
 BOUNDARY LINE

ADJUSTED (NEW)  
 BOUNDARY LINE

SOUTH 01°26'10" WEST, 2783.36'

NORTH 00°44' EAST, 2133.72'

NORTH 00°37' EAST, 816.80'

SOUTH 90°00' WEST, 1881.07'

SOUTH 80°23' WEST, 485.45'

# TENTATIVE PLAN - PROPERTY LINE ADJUSTMENT

LOCATED IN SECTION 31 - T. 28 S. - R. 12 W., W.M., COOS COUNTY, OREGON

DATE: APRIL 07, 2020  
 SCALE: H<sub>2</sub> 1" = 300'

SEE TAX MAP 28 12 31  
 TAX LOTS 700 & 900 (PARENT PARCEL)  
 TRACT SIZE: 118.83 ACRES / 114.44 ACRES  
 TAF# 870690 / 870301

ZONING: ETU ORGP (BOTH PARCELS)  
 CURRENT OWNER: 700 - DORIS J. DAYTON, SARALEE SCHMIDT VARNEY,  
 DAVID MARTIN SCHMIDT, KURTIS WILLIAM SCHMIDT DEED REFERENCE: 2018-6669  
 CURRENT OWNER: 900 - ERNEST E. ALLEN, LYNNE L. ALLEN, SHAWNA ALLEN, AND BEAU L. ALLEN  
 DEED REFERENCE:

COOS COUNTY PLANNING FILE PLA 20-\_\_\_\_\_

## PARCEL SIZES:

**PRE PROPERTY LINE ADJUSTMENT**

TL 700 - 118.83 ACRES  
 TL 900 - 114.44 ACRES

**POST PROPERTY LINE ADJUSTMENT**

TL 700 - 58.83 ACRES  
 TL 900 - 174.44 ACRES

## LEGEND / ABBREVIATIONS

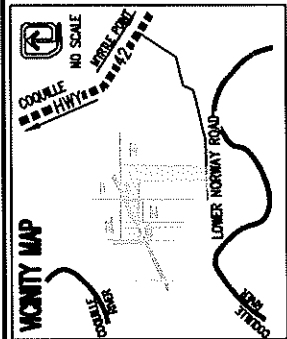
- SET 3/4" x 3/4" IRON ROD
- 1/4" IRON PLASTIC CAP
- STAMPED "LS 282"
- CALCULATED POSITION
- FOUND SURVEY MONUMENT AS NOTED AND SHOWN
- COOS SURVEYING & PLANNING MEASUREMENTS
- BOUNDARY LINES REFLECTING DEED CALLS
- ORANGE PLASTIC CAP
- IRON PINS CALLED FOR IN DEED
- WEST 2018-06669
- INTERIOR FENCE LINES
- FENCE LINES ALONG BOUNDARY LINES OF POSSESSION
- ADJUSTED PARCEL

## CONTROL NOTE:

JOHN BRAUER ROAD [307] & LOWER NORWAY ROAD  
 THE RIGHT OF WAY LINES HAVE BEEN CALCULATED BY A BEST FIT LINE AND CURVE REFLECTING THE EXISTING GRAVEL ROADWAYS AS THEY CURRENTLY EXIST. (FEBRUARY 2020)

## EXISTING CONDITION NOTES:

- 1) THERE ARE NO STRUCTURES LOCATED WITHIN 10' OF THE PROPOSED ADJUSTED LINE.
- 2) THE PROPERTY LINE ADJUSTMENT IS NECESSARY PER GENERAL ADJUSTMENT COOS COUNTY COURT CASE TRANSITION.
- 3) EXCEPTION # 6 IS AN EASTMENT LOCATED ON PROPERTIES TO THE EAST OF THIS AREA, AND NOT LOCATED ON THE SUBJECT PARCELS.
- 4) EXCEPTIONS # 4 & 5 LOCATIONS ARE SHOWN PER LEGAL DESCRIPTIONS.
- 5) ALL PROPERTIES INVOLVED IN THE PROPERTY LINE ADJUSTMENT ARE ZONED (ETU) / (ORGP)
- 6) BOUNDARY LINES HAVE BEEN SHOWN IN THEIR ACTUAL LOCATION AS LINES OF OCCUPATION (PENCED) HAVE BEEN ACCEPTED TO BE THE BOUNDARY/PROPERTY LINES.
- 7) THERE ARE WATER RIGHTS ASSOCIATED WITH THESE PROPERTIES. COPIES ARE PART OF THE SUBMITTAL PACKAGE.



TAX LOT 200  
 "ALLEN" et al  
 TAF# 870400

TAX LOT 300  
 "SMITH" et al  
 INST# 2011-10363

60.00 ACRES

TAX LOT 800  
 "SCHMIDT"  
 2018-06669

TAX LOT 700  
 "SCHMIDT" et al  
 2018-06669

TAX LOT 900  
 "ALLEN" et al  
 TAF# 870301

RECEIVED  
 Dodge surveying & planning  
 (541) 404-2708 | dplodge@aol.com  
 833 E. 4TH ST. - BUILD 3  
 COOS BAY, OREGON 97406

ALLEN PROPERTY LINE ADJUSTMENT  
 SECTION 31 - TOWNSHIP 28 N - RANGE 12 WEST, W.M., COOS COUNTY OREGON

DATE: MAY 07, 2020  
 SCALE: 1"=300'  
 PROJECT: 20-01  
 DRAWN BY: rd  
 SHEET NO.: 1 OF 1

REGISTERED PROFESSIONAL LAND SURVEYOR  
 OREGON  
 PULSIFER, B. LACROIX  
 19122 02/08

COOS COUNTY DIRECTOR OF PLANNING  
 LAND USE ACTION REFERENCE: PLA 20-24  
 I, ALL RULES, PLANNING MEASURES FOR COOS COUNTY, HEREBY CERTIFY THAT THIS FINAL PLAN IS IN CONFORMITY WITH THE REQUIREMENTS OF COOS COUNTY ORDINANCES AND RULES.  
 ALL RULES - COOS COUNTY DIRECTOR OF PLANNING

