

Seven Devils Lot 27

Coos County, Oregon

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

After the fact Discrete Parcel
\$1,890.00

May 2024

Applicant:

Weyerhaeuser NR

5000 Franklin Blvd

Eugene, OR 97403

Contact: Will Stroud

Phone: (541) 988-4704

Applicant's Representative:

DOWL

7200 NE 41st Street, Suite 204

Vancouver, WA 98662

Contact: Peter Anderson

Phone: (541) 762-2078



#2332.14791.02-47

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Table of Contents

I. Introduction4
 GENERAL INFORMATION 4
II. Project Summary5
 EXISTING CONDITIONS..... 5
 PROJECT DESCRIPTION 7
III. Coos County Zoning and Land Development Ordinance.....7
 ARTICLE 6.1 LAWFULLY CREATED LOTS AND PARCELS 7
IV. Conclusion.....10

Exhibits

- A. Land Division Application Form
- B. WNR Signing Authority
- C. Lot of Record Information
- D. Tentative Plat

List of Tables

Table 1: Surrounding Uses5

List of Figures

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

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

I. Introduction

General Information

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

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

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

Tax Lot ID Numbers: T27S-R14W-S15-TL00501
APN: 760500

Zoning: Forest (F)

Comprehensive Plan: Forest Lands

Project Site Area: 122.8 acres

II. Project Summary

Existing Conditions

The project site consists of one underlying lots found within identified tax lot T27S-R14W-00-TL00400 totaling approximately 122.8 acres of vacant Forest (F) land. The project site is located west of Beaver Hill Road and approximately 1.67 miles east of the Pacific Ocean in Coos County.

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

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

Surrounding uses are identified in Table 1 below.

Table 1: Surrounding Uses

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

Figure 1: Vicinity Map

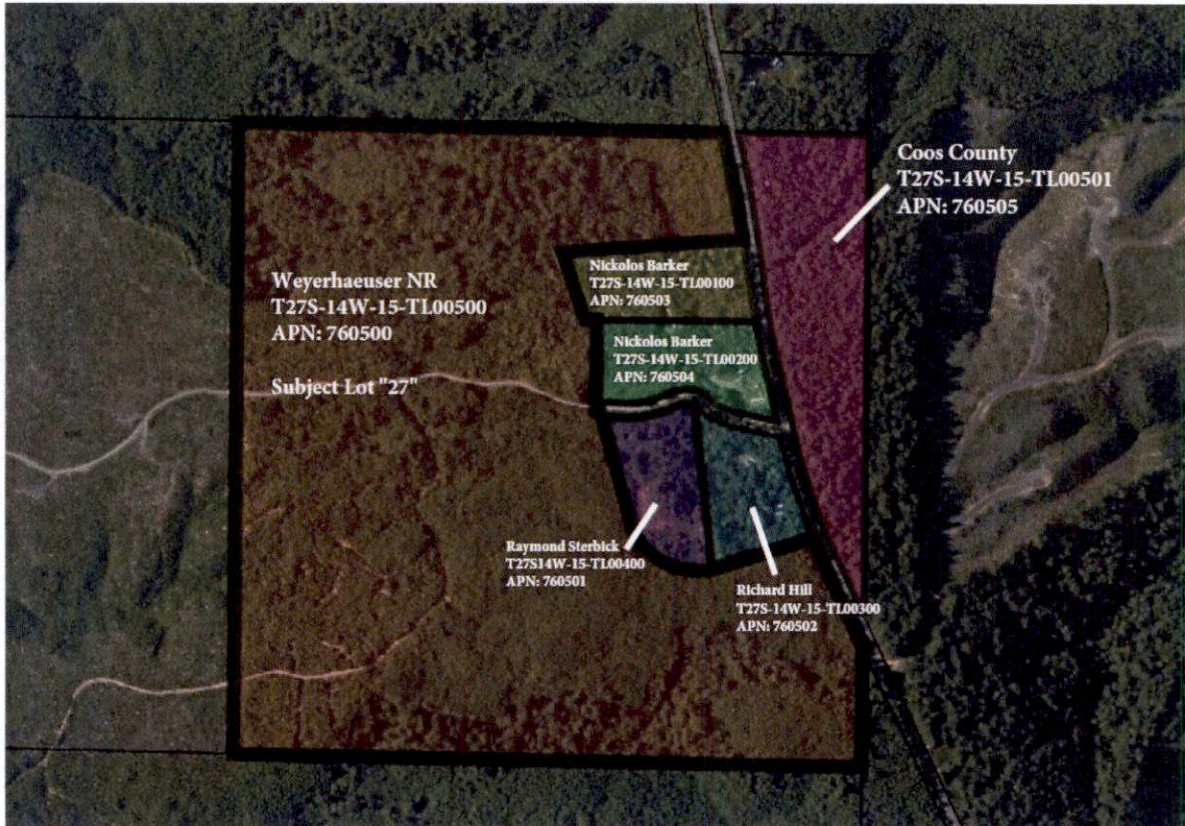
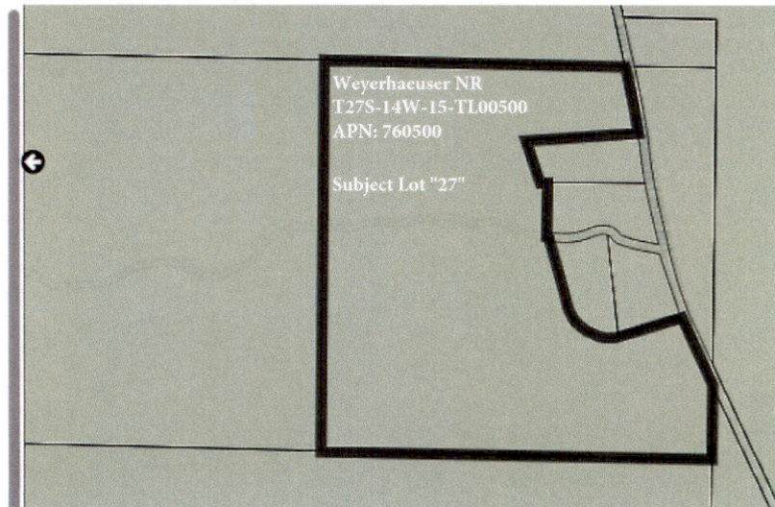


Figure 2: Zoning Map

☆ Coos County Zoning, 2022

- Commercial
- Controlled Development 10
- Controlled Development 5
- City Zoning
- City Estuary Plan - Aquatic
- City Estuary Plan - Shoreland
- Coos Bay Estuary Plan - Aquatic
- Coos Bay Estuary Plan - Shoreland
- Coquille River Estuary Plan - Aquatic
- Coquille River Estuary Plan - Shoreland
- Exclusive Farm Use
- Forest
- Industrial
- Minor Estuary and Shorelands
- Rural Center
- Recreation
- Rural Residential 2
- Rural Residential 5
- South Slough
- Urban Residential 1
- Urban Residential 2
- Urban Residential M



Project Description

On behalf of the applicant (Weyerhaeuser NR), DOWL requests County approval of a Validation of a Unit of Land Not Lawfully Established to validate one tax lot identified as tax lot T27S-R14W-15-TL00500. Application forms and a signing authority certificate are included with this application as **Exhibits A and B**, respectively.

Seven Devils – Lot 27, further identified as tax lot T27S-R14W-15-TL00500, was originally described as “*the Northeast quarter of Section 15, Township 27 South, Range 14 West, W.M.*” in deed Book 89, Page 238 (recorded March 30, 1923) before the effective date of Coos County’s applicable land partition ordinance (January 1, 1986). The parcel was then further adjusted in deed 77-10-17441 (recorded October 18, 1977) when four parcels further identified as tax lots T27S14W15TL00100, T27S14W15TL00200, T27S14W15TL00300, and T27S14W15TL00400, were excluded from the parent parcel. Those exclusions removed approximately 20 acres of land from the Northeast quarter of Section 15. Following the removal of the acreage identified in deed 77-10-17441, the parcel was further adjusted by deed 87-5-5694 (recorded on September 16, 1987), which conveyed, “*that portion of the E ½ of the NE ¼ of Section 15 situated East of the centerline of West Beaver Hill Road.*” via a land swap from Bohemia Inc. to Coos County. The preparer concludes that Coos County’s Zoning and Land Development Ordinance required land divisions and property line adjustments in resource zones obtain planning approval when the conveyance occurred in 1987. Lot of record information is included with this application as **Exhibit C**.

This conveyance between Coos County and Bohemia resulted in the removal of approximately 13.1 acres of land out of the established parcel, which is now owned by Coos County as Tax Lot T27S14W15TL00501. Given two lots resulted from the conveyance (the NE ¼ of Section 15 except tax lots 100, 200, 300, 400, and 501) the preparer concludes the remedy is a Validation of a Unit of Land Not Lawfully Established pursuant Oregon Revised Statute (ORS) 92.176 (1) and Coos County Code Section 6.1.175.

III. Coos County Zoning and Land Development Ordinance

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

Article 6.1 Lawfully Created Lots and Parcels

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

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

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

SECTION 6.1.125 LAWFULLY CREATED LOTS OR PARCELS:

“Lawfully established unit of land” means:

1. The unit of land was created:

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

Response: The applicant concludes that the conveyance by deed 87-5-5694 occurred at a time when planning approval would have been required. Therefore, the resulting portion of Section 15 is not considered lawfully created lot and is instead subject to county approval per LDO Section 6.1.175 and as authorized by ORS 92.176 (1).

2. Creation of parcel previously approved but not acted upon (92.178).

- a. The governing body of a county may approve an application requesting formation of one parcel if the county issued a land use decision approving the parcel prior to January 1, 1994, and:
- b. A plat implementing the previous land use decision was not recorded; or
- c. A condition of approval of the previously approved land use decision requiring consolidation of adjacent lots or parcels was not satisfied by a previous owner of the land.
- d. An application under this section is not subject to ORS 215.780.
- e. Approval of an application under this section does not affect the legal status of land that is not the subject of the application.

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

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

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

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

Response: Seven Devils – Lot 27, was originally created via deed Book 89, Page 238 (recorded March 30, 1923), as the entirety of Section 15, Township 27 South, Range 14 West of the

Willamette Meridian, before the effective date of Coos County’s applicable land partition ordinance (January 1, 1986). Following the date of creation, multiple lawful exclusions occurred via deed 77-10-17441 (recorded October 18, 1977), which altered the configuration of Lot 27 by excluding present day tax lots T27S14W15TL00100, T27S14W15TL00200, T27S14W15TL00300, and T27S14W15TL00400. The remainder of the Northeast quarter of Section 15 was then considered a lawful lot, until 1987 when an additional exclusion occurred at a time when planning approval would have been required. The parcel was further adjusted by deed 87-5-5694 (recorded on September 16, 1987), which conveyed “*that portion of the E ½ of the NE ¼ of Section 15 situated East of the centerline of West Beaver Hill Road*” via a land swap from Bohemia Inc. to Coos County. That portion of land conveyed in deed 87-5-5694 can further be identified as tax lot T27S14W15TL00501. One final exclusion occurred in 1992 via deed 92-04-0258, which excepted out “*any portion embraced in the West Beaver Hill road.*”

The remaining portion of the NE ¼ of Section 15, tax lot T27S14W15TL00500, consists of approximately 122.8 acres of Forest (F) zoned land. F zoned properties were not subject to minimum lot size requirements in 1987. Therefore, exclusion of tax lot 501 by deed 87-5-5694 which resulted in the current configuration of tax lot T27S14W15TL00500 could have complied with the applicable criteria for the creation of a lawfully established unit of land in 1987.

Coos County 1987 Ordinance – Boundary Line Adjustment

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

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

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

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

- 3. Coos county may approve an application for an Administrative Conditional Use Permit for the continued use of a dwelling or other building on a unit of land that was not lawfully established if:**
- a. The dwelling or other building was lawfully established prior to January 1, 2007; and**
 - b. The permit does not change or intensify the use of the dwelling or other building.**

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

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

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

Response: A final plat will be submitted after approval of the tentative plat. A copy of the tentative plat is included with this application as **Exhibit D**.

IV. Conclusion

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



Coos County Land Use Permit Application

SUBMIT TO COOS COUNTY PLANNING DEPT. AT 60 E. SECOND STREET OR MAIL

TO: COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL

PLANNING@CO.COOS.OR.US PHONE: 541-396-7770

FILE NUMBER: ACU-24-020

Date Received: 6/12/24 Receipt #: 248115 Received by: C. Carr

This application shall be filled out electronically. If you need assistance please contact staff.

If the fee is not included the application will not be processed.

(If payment is received on line a file number is required prior to submittal)

LAND INFORMATION

A. Land Owner(s) Weyerhaeuser NR Company; Attn: Will Stroud

Mailing address: 5000 Franklin Blvd, Eugene, OR 97403

Phone: 541.988.4704

Email: will.stroud@weyerhaeuser.com

Township: Range: Section: ¼ Section: 1/16 Section: Tax lots:

27S 14W 15 Select Select 00500

Tax Account Number(s): 760500

Zone: Select Zone Forest (F)

Tax Account Number(s) _____

Please Select

Seven Devils Lot 27

B. Applicant(s) Same as owner

Mailing address: _____

Phone: _____

C. Consultant or Agent: DOWL; Peter Anderson

Mailing Address 920 Country Club Rd STE 100B, Eugene, OR 97401

Phone #: 541-762-2078

Email: pdanderson@dowl.com

Type of Application Requested

- Comp Plan Amendment
- Text Amendment
- Map - Rezone

- Administrative Conditional Use Review - ACU
- Hearings Body Conditional Use Review - HBCU
- Variance - V

- Land Division - P, SUB or PUD
- Family/Medical Hardship Dwelling
- Home Occupation/Cottage Industry

Special Districts and Services

Water Service Type: Select type of Water Service

Sewage Disposal Type: Select type of Sewage System

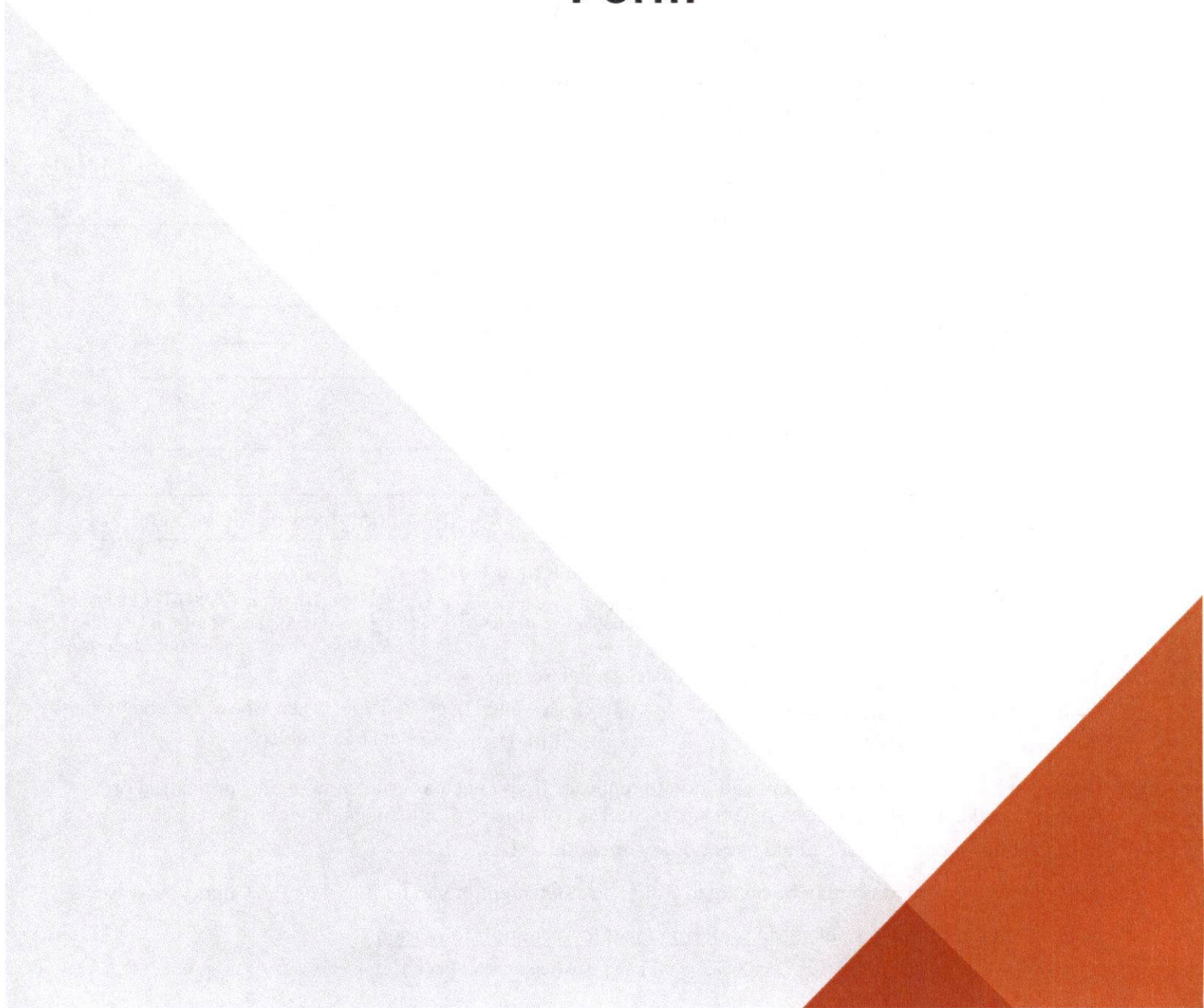
School District: Select School District

Fire District: Select Fire District

Please include the supplement application with request. If you need assistance with the application or supplemental application please contact staff. Staff is not able to provide legal advice. If you need help with findings please contact a land use attorney or consultant.

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

**Exhibit A
Application
Form**



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

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

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

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

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

William Stroud Digitally signed by William Stroud
Date: 2024.04.26 09:30:56 -07'00'

ACCESS INFORMATION

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

Property Address: No assigned address

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

Is this property in the Urban Growth Boundary? No

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

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

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

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

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

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

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

Coos County Road Department Use Only

Roadmaster or designee: _____

Driveway Parking Access Bonded Date: Receipt # _____

File Number: DR-21-

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

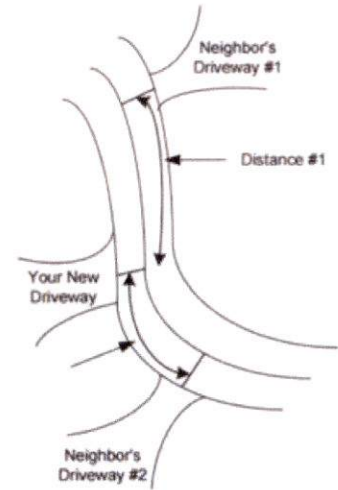
DISTANCE FROM DRIVEWAY #1 TO YOUR NEW DRIVEWAY: _____

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

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

DISTANCE FROM DRIVEWAY #2 TO YOUR NEW DRIVEWAY: _____

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



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

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

Additional Notes or directions:

This application is not required.

SANITATION INFORMATION

If this is a request for a recreational, commercial, industrial, vacation rental, manufactured home park, mass or small gathering Coos Health and Wellness, Environmental Health Staff will be reviewing the proposal to ensure the use meets environmental health standards for sanitation and water requirements to serve the facility. If the proposal indicates that you are using a community water system a review may be required. A fee is charged for this service and shall be submitted with the application \$83.00. If you have questions about regulations regarding environmental health services please call 541-266-6720. This form is required to be signed off for any type of subdivision, recreational, commercial, industrial, vacation rental, manufactured home park, mass or small gathering.

Water Service Type: Select

Sewage Disposal Type: Select

Please check if this request is for industrial, commercial, recreational or home base business use and complete the following questions:

- How many employees/vendors/patrons, total, will be on site?
- Will food be offered as part of the an on-site business?
- Will overnight accommodations be offered as part of an on-site business?
- What will be the hours of operation of the business?

Please check if the request is for a land division.

Coos County Environmental Health Use Only:

Staff Reviewing Application: _____

Staff Signature: _____

- This application is found to be in compliance and will require no additional inspections
- This application is found to be in compliance but will require future inspections
- This application will require inspection prior to determining initial compliance. The applicant shall contact Coos Health and Wellness, Environmental Heath Division to make an appointment.

Additional Comments:

Coos County Planning
Land Division Supplemental Application

VI. Additional Information Required –

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

- VII. General Outline of process – If there is missing information the application will be deemed incomplete. The following is a general outline of the process for the review of land divisions in Coos County:
- a. Application is filed and reviewed for completeness pursuant to §5.0.200;
 - b. Technical Review Committee (TRC) reviews tentative plans within 30 days from the date the application has been deemed complete. The Planning Director may extend this timeline if needed;

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

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

1. Application Requirements

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

2. Information required for tentative plat.

a. All Land Divisions

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

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

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

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

Exhibit B
WNR Signing Authority



CERTIFICATE OF AUTHORITY AND INCUMBENCY

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

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

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





Lynda Itoi, Assistant Secretary
Weyerhaeuser NR Company

Exhibit C
Lot of Record
Information



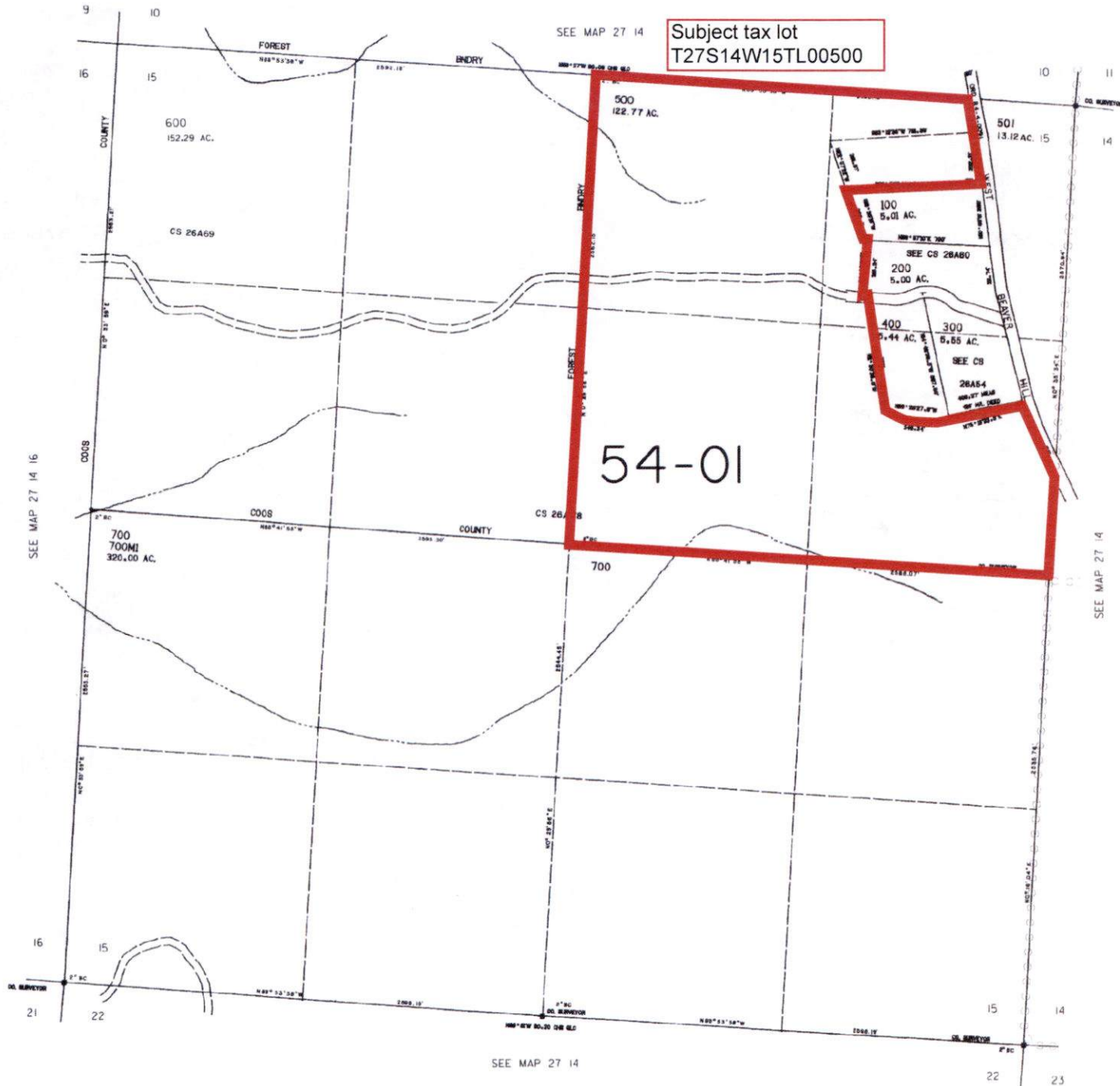
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

SECTION 15 T.27S. R.14W. W.M.
COOS COUNTY

27 14 15

CANCELLED
600M1
600M2

1" = 400'



DATE

27 14 15



PRELIMINARY REPORT

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

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

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

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

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

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

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

Countersigned

A handwritten signature in black ink, appearing to read 'Kathy Freeman', written over a horizontal line.

Kathy Freeman



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

PRELIMINARY REPORT

TITLE OFFICER: Coos Bay Title
coosbaytitle@ticortitle.com

ORDER NO.: 360623043337

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

OWNER/SELLER: Weyerhaeuser NR Company

BUYER/BORROWER: TBD

PROPERTY ADDRESS: No Address, Bandon, OR 97411

EFFECTIVE DATE: September 22, 2023, 05:00 PM

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

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

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

Fee Simple

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

Weyerhaeuser NR Company, a Washington corporation

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

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

EXHIBIT "A"
Legal Description

The Northeast quarter of Section 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM THE FOLLOWING PARCELS:

(A) Beginning at a point which is North 804.02 feet and West 586.47 feet of the quarter corner to Sections 14 and 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence 352.34 feet along a 550 foot radius curve to the right through a central angle of 36°42'18.4" the long chord of which bears North 86°25'27.8" West 346.34 feet; thence North 11°30'38.8" West 653 feet; thence South 88°53'31" East 114.73 feet to the point of curvature of a 250 foot curve to the left; thence along said curve 99.95 feet through a central angle of 22°54'30"; thence North 68°12' East 40 feet to the point of curvature of a 200 foot radius curve to the right; thence along said curve 42.58 feet through a central angle of 12°11'58"; thence South 14°46'36.5" East 727.50 feet to the point of beginning.

EXCEPT: A 30 foot easement along the Northerly boundary extending 30 feet at right angles to the South of the above described lines.

ALSO EXCEPT: A 60 foot easement along the Southerly boundary extending 60 feet at right angles to the Northerly side of said Southerly boundary.

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

(C) Beginning at a point which is 862.04 feet North and 601.77 feet West of the quarter corner to Sections 14 and 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence North 14°46'36.5" West 667.50 feet to a point on the centerline of a road right of way; thence along said road on a 200 foot radius curve right for a distance of 152.02 feet through a central angle of 43°33'02"; thence South 56°03' East 22.94 feet to the point of curvature of a 205 foot radius curve to the left; thence along said curve 74.07 feet through a central angle of 20°42'11"; thence South 76°45'11" East 212.08 feet, more or less, to the West boundary of a county road; thence leaving said road centerline and following the Westerly boundary of the Charleston County Road in a Southeasterly direction 438 feet, more or less, to a point which is North 75°13'23.5" East of the point of beginning; thence South 75°13'23.5" West 416 feet, more or less, to the point of beginning.

(D) A tract of land lying in the Northeast quarter of Section 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said property lying West of the New Seven Devils-Charleston Highway and North of the centerline of that present roadway which serves the property of Iva M. Long, Eugene Elbert, Lester J. Teel, et al, in Section 16, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, as well as serving Coos County in Section 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, which road is hereinafter referred to as the "Long Road," and said tract being more particularly described as follows: Beginning at the intersection of the West boundary of the New Seven Devils-Charleston Highway with the centerline of the aforementioned Long Road; thence Northerly along the West boundary of the New Seven Devils-Charleston Highway for a distance of 400 feet; thence due West to a point, from which if a line was drawn due South to the centerline of the Long Road and was thence run Easterly along the centerline of Long Road to the point of beginning, would encompass 5 acres of land; thence from said point run due South to the centerline of Long Road; thence run Easterly along the centerline of Long Road to the

EXHIBIT "A"
Legal Description

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

(E) That portion of the East half of the Northeast quarter of Section 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, lying East of the centerline of West Beaver Hill road.

(F) EXCEPT any portion embraced in the West Beaver Hill road.

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

GENERAL EXCEPTIONS:

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

SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.
7. The Land has been classified as Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
8. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and highways.
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: General Telephone Company of the Northwest, Inc.
Recording Date: June 14, 1983
Recording No: 83-3-4377 Microfilm
10. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Easement

Recording Date: January 25, 1991
Recording No.: 91-01-0730 Microfilm
11. Any rights incidental to the ownership and development of the mineral interest excepted or reserved in the document

Entitled: Statutory Warranty Deed
Dated: April 3, 1992
Recording Date: April 7, 1992
Recording No: 92-04-0258

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

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

Note: The above lease does not specify the term length of the lease.

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

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

Amended and Restated Memorandum of Mineral Sands Mining Lease,

Recording Date: April 30, 2007
[Recording No:](#) [2007-5444](#)

Memorandum of Amendment to Mineral Sands Lease,

Recording Date: April 8, 2010
[Recording No:](#) [2010-3199](#)

Lease Addendum,

Recording Date: August 12, 2010
[Recording No:](#) [2010-7335](#)

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

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

Note: Affects leasehold interest

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

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

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

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

Recording Date: March 15, 2013
[Recording No.:](#) [2013-2402](#)

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

Entitled: Memorandum of Royalty Agreement
Dated: July 16, 2010
Recording Date: August 10, 2010
[Recording No.:](#) [2010-7255](#)
Affects: Leasehold interest

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

Entitled: Memorandum of Royalty Agreement
Dated: July 16, 2010
Recording Date: August 10, 2010
[Recording No.:](#) [2010-7256](#)
Affects: Leasehold interest

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

Entitled: Memorandum of Royalty Agreement
Dated: July 16, 2010
Recording Date: August 10, 2010
[Recording No.:](#) [2010-7257](#)
Affects: Leasehold interest

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

Entitled: Memorandum of Royalty Agreement
Dated: July 16, 2010
Recording Date: August 10, 2010
[Recording No.:](#) [2010-7258](#)
Affects: Leasehold interest

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

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

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

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

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

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

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

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

23. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

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

Name of Corporation: Weyerhaeuser NR Company

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

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

The Oregon Corporation Commission records show that as of September 22, 2023, Weyerhaeuser NR Company is an active Oregon corporation and is currently in good standing.

25. Exception is hereby taken as to any potential deficiencies or irregularities in the legal description due to the use of acreage.
(Affects portion)

ADDITIONAL REQUIREMENTS/NOTES:

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

Fiscal Year:	2022-2023
Amount:	\$272.68
Levy Code:	5401
<u>Account No.:</u>	<u>760500</u>
Map No.:	27S1415-00-00500

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

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

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

- F. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:
- a) The rights of tenants holding under unrecorded leases or tenancies
 - b) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.
 - c) Any facts which would be disclosed by an accurate survey of the Land
- G. Note: If an Owner's Title Insurance Policy is requested, the State of Oregon requires every ALTA Owner's Policy (07-01-2021) to include the OTIRO 110 Endorsement as a supplement to the definition of Insured in said Owner's Policy's Conditions to confirm coverage is the same for an Oregon Registered Domestic Partner as it is for a Spouse.
- H. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.
- I. Recording charge (per document) for a transaction:
First Page: \$86.00 Each additional page: \$5.00
eFiling Fee per document: \$5.00

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

If you are mailing us your Recording Package please send to:
Recording Department
1777 SW Chandler Ave., Suite 100
Bend, OR 97702
Email: coosrecording@ticortitle.com

EXHIBIT ONE

2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021) EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any reason not stated in the Covered Risk 13.b
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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

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

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection;
- b. any governmental forfeiture, police, regulatory, or national security power
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer, or
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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

title to water.

EXHIBIT ONE

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

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

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

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

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

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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

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

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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



Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

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

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

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

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

Security of Your Information

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

Choices With Your Information

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

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

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

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

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

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

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

Your Consent To This Privacy Notice; Notice Changes

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

Accessing and Correcting Information; Contact Us

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

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

of the place of beginning; thence West 250 feet, more or less, to the place of beginning, being the same lands described as parcel two in deed recorded in Book 72 at Page 205 including the exception which was also conveyed by deed recorded in Book 73 at Page 204, as shown by the Coos County records.

Parcel 3.

BEGINNING at a point on the East side of Railroad Avenue which is South 89° 41' East 146.6 feet from the Northwest corner of Block 36, Coos Bay Flat "B", and running thence South 89° 41' East 480 feet, more or less, along the South boundary of the Porter Mill tract to low water line of Coos Bay; thence Southerly along said low water line 120 feet, more or less to the North boundary of Flat "B", thence along said boundary North 89° 41' West 440 feet, more or less, to the Easterly line of Railroad Avenue; thence along said line North 19° 11' West 102.44 feet; thence North 23.48 feet to the place of beginning, containing one and three-tenths (1.3) acres, more or less, in the City of North Bend, according to the recorded plat on file in the office of the County Clerk of said county.

Being the same land conveyed by deed recorded in Book 73 at Page 203 of Deed Records of Coos County, Oregon; together with all additional lands, rights, and privileges conveyed by deed from the Simpson Lumber Company and Simpson Estate Company to Buehner Lumber Company, by deed recorded in Book 77 at Page 256 of the Deed Records of Coos County, Oregon.

Parcel 4.

All those tracts of land that formerly were portions of Start-on and Railroad Avenues in the City of North Bend, Coos County, Oregon, heretofore vacated by the said City Ordinance No. 387, approved by the Mayor of said City, February 12, 1918, and described as follows, to-wit:

Commencing at a point 111.43 feet North and 40 feet east of the Northeast corner of Block 66 in Porter Addition to the City of North Bend, Coos County, Oregon, according to the plat thereof on file in the office of the County Clerk of Coos County, Oregon; thence south 16° 30' east 1466.10 feet parallel to and 10 feet Westerly, measured at right angle, from the east line of Railroad Avenue; thence South 632.52 feet parallel to and 10 feet west of the east line of said Railroad Avenue; thence East 10 feet to the east line of Railroad Avenue; thence North 633.95 feet along the east line of Railroad Avenue; thence North 16° 30' west 1480.7 feet along the east line of Railroad Avenue; thence west 6.4 feet; thence south 13.5 feet to the place of beginning, said tract of land being situated in Lots 2, 3 and 4 and the tidelands abutting thereon in Section 15, Township 25 South of Range 13 West of the Willamette Meridian, together with all lands, rights and privileges conveyed by Simpson Estate Company to Buehner Lumber Company by deed recorded in Book 77 at page 317 of the deed records of Coos County, Oregon.

Parcel 5.

Any and all lands lying between the eastern and southern boundaries of a tract of land conveyed by Simpson Lumber Company to North Bend Lumber Company by deed dated November 18, 1908, and recorded in the records of Deeds of Coos County, Oregon, in Book 55 at page 368 thereof, and the tracts of land heretofore conveyed by said Simpson Lumber Company to the said Buehner Lumber Company, by deeds dated April 7th, 1916, and recorded in the Records of Deeds of Coos County, Oregon, in Book 73 at page 204 thereof, and in book 77 at page 205 thereof.

D-89

Parcel 6.

Also any and all pieces, parcels and tracts of land, and all rights, privileges, and licenses, in or upon any land or water comprised in, or forming a part of, or occupied as a mill site, or for booming grounds or otherwise claimed or occupied or used by Euehner Lumber Company in the said city of North Bend, whether herein particularly described or not, and whether acquired by deed or otherwise.

EXCEPTING, however, from the lands hereinabove described the following described parcels of land which are the same lands conveyed by Euehner Lumber Company to North Bend Mill & Lumber Company by deed recorded in Book 75 at page 461 of the deed Records of Coos County, Oregon, to-wit:

Excepted Parcel 1.

BEGINNING at a point eighty (80) feet east of the northeast corner of block fifty-two (52) of the Town of North Bend, Coos County, Oregon, according to the plat thereof of record and on file in the County Clerk's office of Coos County, Oregon; running thence South 580 feet; thence East 197.7 feet; thence South 60° East 42.4 feet; thence South 16° 47' East 392.62 feet to a point; thence East to a point of intersection with low water mark on Coos Bay; thence Northerly along low water mark of Coos Bay to a point 250 feet, more or less, due East of the place of beginning; thence West 250 feet, more or less to the place of beginning.

Excepted Parcel 2.

BEGINNING at a point eighty (80) feet East of the North East corner of Block fifty-two (52) of the Town of North Bend, Coos County, Oregon, according to the plat thereof of record and on file in the County Clerk's office of Coos County, Oregon; running thence South 580 feet; thence East 197.7 feet; thence South 60° East 42.4 feet; thence South 16° 47' East 392.62 feet; thence West 65.76 feet to a point which is the true point of beginning; thence South 106 feet; thence West 212.28 feet; thence Northwesterly to a point 274.94 feet West of the place of beginning; thence East 274.94 feet to the place of beginning.

ALSO, the following described lots in COOS COUNTY.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Twenty-nine (29), Thirty (30), Thirty-one (31), and Thirty two (32) in Block Forty-eight (48), in the Flat of North Bend, and Lots Twentythree (23), Twenty-four (24), Twenty-five (25) and Twenty-six (26), in Block Twenty-seven (27); Coos Bay Flat "B".

LANDS, BASEMENTS, PRIVILEGES AND RIGHTS OF WAY IN COOS COUNTY.

Also, all lands, rights, easements, privileges and rights of way owned or claimed, or that may be claimed or acquired by EUEHNER LUMBER COMPANY in COOS COUNTY under and by virtue of the following deeds and instruments, which are respectively recorded in the Records of Deeds of said County as follows:

In Township 23 South, Range 12 West, W.M.

Recorded in Volume 73, page 463:
Certain right of way on Bel Lake Railroad in Section Seven 7
Conveyed by Charles M. Holstrom.

In Volume 73, page 463:
Certain right of way on Bel Lake Railroad in Section Eighteen 18
Conveyed by Charles W. Calef.

In Volume 73, page 533:
Certain right of way on Bel Lake Railroad in Section Seven 7
Conveyed by William J. and Emma C. Fellows.

In Volume 73, page 534:
Certain right of way on Bel Lake Railroad in Section Seven 7
Conveyed by Emma C. and William J. Fellows.

In Volume 73, page 527:
Certain right of way on Bel Lake Railroad in Section Eighteen 18
conveyed by Simpson & Tyler.

In Volume 75, page 184:
 Certain right of way on Eel Lake Railroad in Section Eighteen 18
 Conveyed by Simpson & Byler.

In Township 24 South, Range 11 West, W.M.
 Recorded in Volume 81, page 569:
 Certain right of way on Marlow Creek Railroad in Sections Thirty-two and
 Thirty-three 32-33
 Conveyed by Alice and T.W. Gage.

In Township 25 South, Range 11 West, W.M.
 Recorded in Volume 33, page 280:
 Certain right of way across Lot four (4) in Section Twenty-six 25

. In Volume 85, page 622:
 Certain lands, rights, doorage rights, etc. reserved in deed to J. R. Nowlin
 by Bushner Lumber Company in the Southwest quarter of the Southeast quarter
 of Section Five 5

. In Volume 85, page 622:
 Certain lands, rights, doorage rights, etc. reserved in deed to J. R. Nowlin
 on Lots Eight (8), Nine (9) and Ten (10) in Section Eight 8

. In Volume 74, page 511:
 Certain right of way on Marlow Creek Railroad in Section five. 5
 Conveyed by John and Mahel Price.

In Township 25 South, Range 12 West, W.M.
 In Volume 73, page 193:
 Certain lands on Coos River at Daniels Creek in Section Thirty-five 35

. In Volume 75, page 207:
 Certain right of way on Daniels Creek
 Conveyed by Simpson Lumber Company

. In Volume 86, page 296:
 The Northwest quarter of the Northwest quarter, and Lot Eight (8) in Section
 Twenty-eight 28
 Conveyed by Home Mortgage Company.

. In Volume 86, page 296:
 The Southeast quarter of the Northeast quarter, or Lot three (3) in
 Section Twenty-nine 29
 Conveyed by Home Mortgage Company.

In Township 26 South, Range 12 West, W.M.
 In Volume 73, page 207:
 Certain right of way on Daniels Creek Railroad.
 Conveyed by Simpson Lumber Company.

In Township 26 South, Range 14 West, W.M.
 In Volume 73, page 628:
 Certain right of way across the Southeast quarter of the Southwest quarter and
 Southwest quarter of Southeast quarter of Section Thirty-five 35

TIMBER, TIMBERED LAND, AND OTHER LANDS, INCLUDING LOGGED OFF LANDS.

Also, the following described lands in DOUGLAS COUNTY, OREGON, to-wit:

In Township 22 South of Range 12 West, W.M.

- South half of Southeast quarter of Section Eight 8
- Southwest quarter of Northeast quarter of Section Nine 9
- West half of Northwest quarter of Section Nine 9
- Southeast quarter of Northwest quarter of Section Nine 9
- Southwest quarter of Section Nine 9
- Northwest quarter of Southeast quarter of Section Nine 9
- West half of Northeast quarter of Section Ten 10
- Northwest quarter of Section Ten 10
- Northeast quarter of Southwest quarter of Section Ten 10
- South half of Southwest quarter of Section Ten 10
- West half of Southeast quarter of Section Ten 10
- West half of Section Fifteen 15
- North half of Section Sixteen 16
- South half of Section Seventeen 17
- South half of Southwest quarter, or Lots One (1) and Seven (7) of
 Section Nineteen (19) 19

D-89

South half of Southeast quarter of Section Nineteen	19
Southeast quarter of Northeast quarter of Section Twenty	20
Northwest quarter of Section Twenty	20
Southwest quarter of Section Twenty	20
North half of Southeast quarter of Section Twenty	20
Southwest quarter of Southeast quarter of Section Twenty	20
South half of Southeast quarter of Section Twenty-one	21
North half of Northwest quarter of Section Twenty-two	22
Southwest quarter of Northeast quarter of Section Twenty-seven	27
West half of Section Twenty-seven	27
Northwest quarter of Southeast quarter of Section Twenty-seven	27
West half of Northeast quarter of Section Twenty-eight	28
Southeast quarter of Northeast quarter of Section Twenty-eight	28
Southeast quarter of Northwest quarter of Section Twenty-eight	28
East half of Southwest quarter of Section Twenty-eight	28
Southeast quarter of Section Twenty-eight	28
South half of Northwest quarter of Section Twenty-nine	29
Northwest quarter of Southwest quarter of Section Twenty-nine	29
West half of Northeast quarter of Section Thirty	30
Northwest quarter or Lots Two (2), Three (3), Four (4) and Five (5) of Section Thirty.	30
East half of Southwest quarter or Lots Six (6) and Nine (9) of Section Thirty	30
North half of Southeast quarter of Section Thirty	30
Southwest quarter of Southeast quarter, or Lot Ten (10) of Section Thirty . .	30
All of Section Thirty-one	31
All of Section Thirty-two	32
Northeast quarter of Northeast quarter of Section Thirty-three	33
South half of Northeast quarter of Section Thirty three	33
South half of Southwest quarter, or Lots Thirteen (13) and Fourteen (14) of Section Thirty-three	33
Southeast quarter of Section Thirty-three	33
Northeast quarter of Northwest quarter of Section Thirty-four	34
West half of West half of Section Thirty-four	34
Also, the following described lands in COOS COUNTY, OREGON, to-wit:	
In Township 23 South of Range 12 West, W.M.	
West half of Northeast quarter of Section Five	5
Northwest quarter of Section Five	5
North half of Southwest quarter of Section Five	5
Southwest quarter of Southwest quarter of Section Five	5
All of Section Six, except Lot Fourteen (14)	6
That part of Lot Fourteen (14) lying West of Road 566 in Section Six	6
Northeast quarter of Section Seven	7
Northeast quarter of Northwest quarter of Section Seven	7
South half of Northwest quarter of Section Seven	7
North half of Southeast quarter of Section Seven	7
Northeast quarter of Southwest quarter of Section Seven	7
Northwest quarter of Northeast quarter of Section Eight	8
West half of West half of Section Eight	8

In Township 23 South of Range 13 West, W.M.

- East half of Section One 1
- Northeast quarter of Southwest quarter of Section Twenty-four 24
- Southeast quarter of Southwest quarter of Section Twenty-four (Timber only) 24
- Northwest quarter of Southeast quarter of Section Twenty-four 24
- South half of Southeast quarter of Section Twenty-four 24
- Northeast quarter of Section Twenty-five 25
- North half of Northwest quarter of Section Twenty-five 25
- Southwest quarter of Northwest quarter of Section Twenty-five 25
- Southwest quarter of Section Twenty-five 25
- North half of Southeast quarter of Section Twenty-five 25
- Northeast quarter of Northeast quarter of Section Twenty-six 26
- South half of Northeast quarter of Section Twenty-six 26
- East half of Southwest quarter of Section Twenty-six 26
- Southeast quarter of Section Twenty-six 26
- West half of Northeast quarter of Section Thirty-five 35
- East half of Northwest quarter of Section Thirty-five 35
- Northeast quarter of Southeast quarter of Section Thirty-five 35
- South half of Southeast quarter of Section Thirty-five 35

In Township 24 South of Range 11 West, W.M.

- Northeast quarter of Southwest quarter of Section Ten 10
- West half of Southeast quarter of Section Ten 10
- Southeast quarter of Southeast quarter of Section Ten 10
- Southwest quarter of Northwest quarter of Section Fourteen 14
- Northwest quarter of Southwest quarter of Section Fourteen 14
- South half of South half of Section Fourteen 14
- East half of Section Fifteen 15
- Southeast quarter of Northwest quarter of Section Fifteen 15
- East half of Southwest quarter of Section Fifteen 15
- Southeast quarter of Southeast quarter of Section Twenty 20
- Northeast quarter of Section Twenty-one 21
- Southeast quarter of Northwest quarter of Section Twenty-one 21
- Southwest quarter of Section Twenty-one 21
- North half of Southeast quarter of Section Twenty-one 21
- Southeast quarter of Southeast quarter of Section Twenty-one 21
- Southwest quarter of Southeast quarter, or Lot Three (S) of Section Twenty-one; (Timber only) 21
- North half of Section Twenty-two 22
- Southwest quarter of Section Twenty-two 22
- North half of Southeast quarter of Section Twenty-two 22
- North half of North half of Section Twenty-three 23
- Southwest quarter of Northwest quarter of Section Twenty-three 23
- Northeast quarter of Southwest quarter of Section Twenty-three 23
- West half of Northwest quarter of Section Twenty-seven 27
- West half of Southwest quarter of Section Twenty-seven (Timber only) 27
- Southeast quarter of Southwest quarter of Section Twenty-seven (Timber only) 27
- Northeast quarter of Section Twenty-eight 28
- West half of Section Twenty-eight 28
- West half of Southeast quarter of Section Twenty-eight 28

D-89

East half of Southeast quarter of Section Twenty-eight (Timber only)	28
Northeast quarter of Section Twenty-nine	29
North half of Southeast quarter of Section Twenty-nine	29
Southeast quarter of Southeast quarter of Section Twenty-nine	29
East half of Southeast quarter of Southwest quarter of Section Twenty-nine (Timber only)	29
East half of Northeast quarter of Section Thirty-two	32
The Northeast quarter of the Northwest quarter of Section Thirty-two (Timber only)	32
The Northwest quarter of the Northeast quarter of Section Thirty-two (Timber only)	32
Northeast quarter of Northeast quarter of Section Thirty-three (Timber only)	33
Northwest quarter of Northeast quarter of Section Thirty-three	33
Northwest quarter of Section Thirty-three	33
North half of Northwest quarter of Section Thirty-four (Timber only)	34
+ In Township 24 South of Range 13 West, W.M.	
East half of Northeast quarter of Section Two	2
West half of Northwest quarter of Section Two	2
Southeast quarter of Northwest quarter of Section Two	2
West half of Southeast quarter of Section Two	2
(Excepting approximately ^{1/2} (5) acres in said Section Two (2) conveyed by deed from Simpson Lumber Company to Herman Habb, by deed recorded in Volume 79, at page 74, of the Records of Deeds of Coos County)	
North half of Northeast quarter of Section Ten	10
Southeast quarter of Northeast quarter of Section Ten	10
Southwest quarter of Northeast quarter of Section Eleven	11
Southeast quarter of Northwest quarter of Section Eleven	11
In Township 25 South of Range 11 West, W.M.	
South half of South half of Section Twenty-six	26
South half of Southeast quarter of Section Twenty-seven	27
South half of Southeast quarter of Section Thirty-two	32
Northeast quarter of Southwest quarter of Section Thirty-three	33
Southwest quarter of Southwest quarter of Section Thirty-three	33
East half of Section Thirty-four	34
East half of Southwest quarter of Section Thirty-four	34
All of Section Thirty-five	35
Northeast quarter of Section Thirty-six	36
North half of Southwest quarter of Section Thirty-six	36
Northwest quarter of Southeast quarter of Section Thirty-six	36
In Township 26 South of Range 11 West, W.M.	
Northwest quarter of Section One	1
South half of Section One	1
All of Section Two	2
East half of Section Three	3
East half of West half of Section Three	3
Southwest quarter of Northwest quarter of Section Three	3
Northwest quarter of Southwest quarter of Section Three	3
West half of West half of Section Four	4
North half of Northeast quarter of Section Five	5
Southeast quarter of Northeast quarter of Section Five	5

South half of Section Five	5
Southeast quarter of Northeast quarter of Section Seven	7
South half of Section Seven	7
South half of Northeast quarter of Section Eight	8
Northeast quarter of Northeast quarter of Section Eight	8
Northeast quarter of Northwest quarter of Section Eight	8
South half of Northwest quarter of Section Eight	8
South half of Section Eight	8
West half of Northeast quarter of Section Nine	9
Southeast quarter of Northeast quarter of Section Nine	9
West half of Section Nine	9
North half of Southeast quarter of Section Nine	9
Southwest quarter of Southeast quarter of Section Nine	9
North half of Northeast quarter of Section Ten	10
Southeast quarter of Northeast quarter of Section Ten	10
South half of Northwest quarter of Section Ten	10
North half of Southwest quarter of Section Ten	10
All of Section Eleven	11
All of Section Twelve	12
All of Section Thirteen	13
Northeast quarter of Section Fourteen	14
Northeast quarter of Northwest quarter of Section Fourteen	14
South half of Section Fourteen	14
South half of Northeast quarter of Section Fifteen	15
Southeast quarter of Northwest quarter of Section Fifteen	15
South half of Section Fifteen	15
Southwest quarter of Section Sixteen	16
All of Section Seventeen	17
North half of Section Eighteen	18
Southwest quarter of Section Eighteen	18
All of Section Nineteen	19
North half of Section Twenty	20
Southwest quarter of Section Twenty	20
Northwest quarter of Southeast quarter of Section Twenty	20
South half of Northwest quarter of Section Twenty-eight	28
Northwest quarter of Southwest quarter of Section Twenty-eight	28
North half of Northwest quarter of Section Twenty-nine	29
Northeast quarter of Southeast quarter of Section Twenty-nine	29
North half of Northeast quarter of Section Thirty	30
Southwest quarter of Northeast quarter of Section Thirty	30
Northwest quarter of Section Thirty	30
In Township 26 South of Range 12 West, W.M.	
All of Section Fourteen	14
All of Section Twenty-three	23
All of Section Twenty-four	24
North half of Section Twenty-six	26
Southeast quarter of Section Twenty-six	26
In Township 26 South of Range 14 West, W.M.	
Southeast quarter of Section Thirty-four	34

D-89

West half of Southwest quarter of Section Thirty-five 35

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

 East half of Section Four 4

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

 West half of Section Twenty-six 26

 Southeast quarter of Section Twenty-six 26

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

 South half of Northeast quarter of Section Three. 3

 Northeast quarter of Northwest quarter of Section Three. 3

 South half of Northwest quarter of Section Three 3

 Southwest quarter of Section Three. 3

 Southeast quarter of Northeast quarter of Section Four 4

 Southeast quarter of Section Four 4

 Northeast quarter of Section Nine 9

 East half of Northwest quarter of Section Nine 9

 Northeast quarter of Southwest quarter of Section Nine 9

 North half of Southeast quarter of Section Nine 9

 All of Section Ten 10

 Northeast quarter of Section Fifteen 15

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

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

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

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

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

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

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

Executed in the Presence of
Carrie Belle Adams: L. M. Henning.
(Corporate Seal)

BUEHNER LUMBER COMPANY,
By W. C. Ribenack President
By Arthur D. Platt Secretary.

\$1000.00 Documentary stamp 14955 cancelled B L Co. 3-22-23.

STATE OF OREGON)

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

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

Approved H. G. F.

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

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

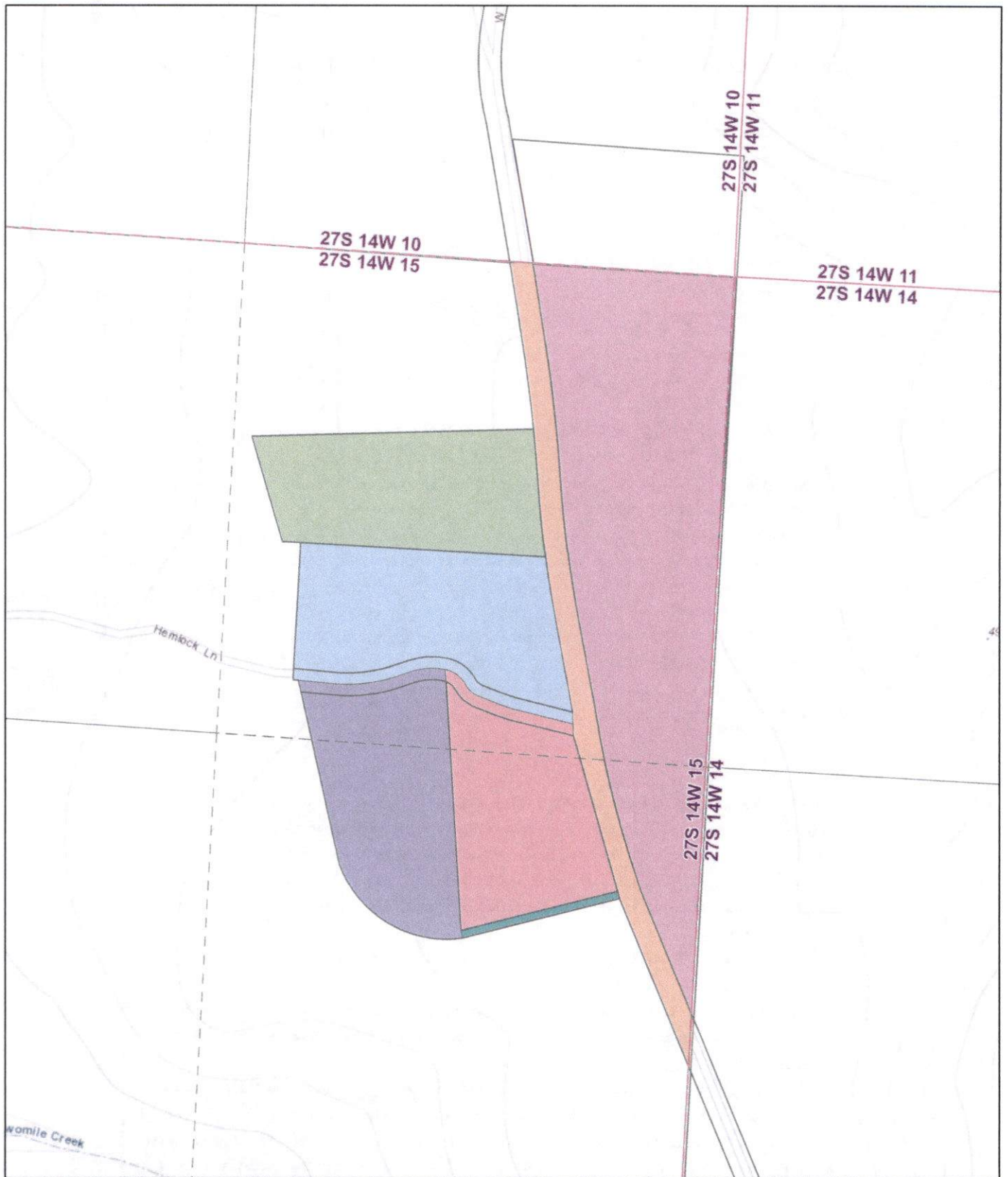
24692- KNOW ALL MEN BY THESE PRESENTS That William J. Howard and Emma Howard his wife and G. Purdy Scott (a single man) of North Bend State of Oregon, in consideration of one hundred Dollars to them paid by J. M. Brewer of State of Oregon, have bargained and sold, and by these presents do grant, bargain,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








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


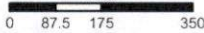
TO HAVE AND TO HOLD, the above described and granted premises unto the said J. M. Brewer his heirs and assigns forever. And William J. Howard and G. Purdy Scott grantors, above named do covenant to and with J. M. Brewer the above named grantee his heirs and assigns that they are lawfully seized in fee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


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

D-89



 Exclusion 1*	 Exclusion 6^
 Exclusion 2*	 Exclusion 7^
 Exclusion 3*	* First excluded in Deed 77-10-17441 (October 18, 1977)
 Exclusion 4*	^ First excluded in Deed 92-04-0258 (April 7, 1992)
 Exclusion 5*	


 Feet


Section 15 Exclusions	
Coos County	
	Date: October 10, 2022
Figure 1	

77 0 17441

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that ROBERT C. SCHUBERT, hereinafter known as the Grantor, does hereby sell, grant and convey unto BOHEMIA INC., an Oregon corporation, hereinafter known as the Grantee, its heirs and assigns, all of the following real property, with the tenements, hereditaments, and appurtenances, situated in the County of Coos, State of Oregon, bounded and described as follows, to-wit:

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

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

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

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

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

EXCEPTING THEREFROM THE FOLLOWING PARCELS:

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

First time exclusions are described:

1. Excludes TL 400
2. Excludes road serving TL 400
3. Excludes TL 300
4. Excludes TL 200
5. Excludes TL 100

See figure provided above.

Exclusions 6 and 7 do not occur until deed 92-04-0258 (April 7, 1992).

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

WARRANTY DEED - 1

OCT 18 1977
17441

OCT 18 1977

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

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

(3) Beginning at a point which is 862.04 feet North and 601.77 feet West of the quarter corner to Sections 14 and 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence North $14^{\circ} 46' 36.5''$ West 667.50 feet to a point on the centerline of a road right of way; thence along said road on a 200 foot radius curve right for a distance of 152.02 feet through a central angle of $43^{\circ} 33' 02''$; thence South $56^{\circ} 03'$ East 22.94 feet to the point of curvature of a 205 foot radius curve to the left; thence along said curve 74.07 feet through a central angle of $20^{\circ} 42' 11''$, thence South $76^{\circ} 45' 11''$ East 212.08 feet, more or less, to the West boundary of a county road; thence leaving said road centerline and following the Westerly boundary of the Charleston County Road in a Southeasterly direction 438 feet, more or less, to a point which is North $75^{\circ} 13' 23.5''$ East of the point of beginning; thence South $75^{\circ} 13' 23.5''$ West 416 feet, more or less, to the point of beginning.

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

77 10 17443

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

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

SUBJECT TO:

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

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TO HAVE AND TO HOLD the above described and granted premises unto the said Grantee, its heirs and assigns, forever.

The Grantor above named does covenant to and with the above named Grantee, its heirs and assigns, that he is lawfully seised in fee simple of the above granted premises; that the above granted premises are free from all encumbrances, excepting those following the legal description, if any, and that Grantor will, and his heirs and personal representatives shall, warrant and forever defend the above granted premises and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

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

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

WITNESS my hand and seal this 15th day of April 1977.

Robert C. Schuett (SEAL)

ILLINOIS } STATE OF OREGON } ss. County of Cook }

Date: 4-17 1977.

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

Before me:

Notary Public for Oregon, My Commission Expires: 3-21-79

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State of Oregon } County of Coos }

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: [Signature]

[Signature]

10.15.77

Fee: [Signature]

WARRANTY DEED - 4

17444

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

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

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

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

14 DATED THIS 9th day of September, 1987.

15
16 BOARD OF COMMISSIONERS

17 *Doc Stearns*
18 Commissioner

19 *Jack L. Beale*
20 Commissioner

21 *Karla Ann*
22 Commissioner

23
24 Approved as to form:

25 *Daniel R. Rice*
26 Office of County Counsel

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

EXHIBIT A

COUNTY OWNED PARCELS TO BE DEEDED TO BOHEMIA, INC.

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

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

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

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

BOHEMIA OWNED PARCELS TO BE DEEDED TO COOS COUNTY

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

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

Parcel II: Those portions of the S 1/2 of the NE 1/4 and the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 3, situated West of the centerline of West Beaver Hill County Road and also situated South and East of the following described line: Beginning at a point in the center of the County Road, said point being located 1062.14 feet North and 1177.34 feet East of the center of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South 67° 31' 15" West 117.90 feet; thence 109.96 feet along the arc of a 36° curve right through a central angle of 39° 13' 29"; thence North 73° 15' 15" West 32.25 feet; thence 84.74 feet along the arc of a 56° curve left through a central angle of 47° 27' 11"; thence South 59° 17' 33" West 122.86 feet; thence 76.15 feet through the arc of a 14° curve right through a central angle of 9° 49' 18"; thence South 69° 06' 49" West 493.76 feet; thence 472.39 feet along the arc of a 12° curve left through a central angle of 56° 41' 14"; thence South 12° 25' 35" West 221.22 feet; thence 158.32 feet along the arc of an 8° curve left through a central angle of 12° 39' 56"; thence South 00° 14' 21" East 26.49 feet; thence 69.19 feet along the arc of a 6° curve right through a central angle of 4° 09' 05"; thence South 03° 54' 44" West 116.93 feet; thence 106.84 feet along the arc of a 4° curve right through a central angle of 4° 16' 40"; thence South 08° 11' 24" West 11.74 feet; thence 368.28 feet along the arc of an 8° curve left through a central angle of 13° 32' 59"; thence South 05° 21' 11" East 37.19 feet; thence 192.50 feet along the arc of an 8° curve left through a central angle of 15° 23' 59"; thence South 20° 45' 16" East 41.68 feet; thence 129.98 feet along the arc of a 30° curve right through a central angle of 32° 59' 40"; thence South 18° 14' 30" West 102.10 feet; thence 47.60 feet along the arc of a 32° curve right through a central angle of 18° 13' 57"; thence South 23° 28' 27" West 36.58 feet; thence 76.03 feet along the arc of a 56° curve left through a central angle of 36° 19' 04"; thence South 05° 44' 37" East 32.80 feet; thence 7.33 feet along the arc of a 44° curve right through a central

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angle of $21^{\circ} 13' 16''$; thence South $15^{\circ} 28' 39''$ West 13.97 feet; thence 60.69 feet along the arc of a 10° curve right through a central angle of $98^{\circ} 34' 07''$; thence South $21^{\circ} 52' 46''$ West 116.46 feet; thence 34.60 feet along the arc of an 15° curve left through a central angle of $6^{\circ} 15' 55''$ to the South line of the NE $1/4$ of the SW $1/4$ of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

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

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

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

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

EXHIBIT A - 2

Page 5

ALLEN A. SWENSON
ASSESSOR

87 5 5698



EXHIBIT B

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

April 20, 1937

TO : Ted Ellingsen, Coos County Forester

FROM: Allen Swenson, Coos County Assessor

RE : Bohemia Land Exchange Proposal

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

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



EXHIBIT C-1

87 5 5699

County of Coos

FORESTRY DEPARTMENT

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

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

September 3, 1987

MEMO

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

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

These appraisals show the following values:

- | | |
|-------------------------|------------|
| 1. Total County value: | 967,986.00 |
| 2. Total Bohemia value: | 952,446.00 |

Difference	15,540.00
------------	-----------

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

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


Ted Ellingsen

EXHIBIT C-2

COOS COUNTY PARCELS VALUE

87 5 5700

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

EXHIBIT C-3

BOHEMIA PARCELS VALUE

87 5 5701

Species	Grade	Gross Value Stumpage	Less Adjustment	Net Value Stumpage	Volume MBF	Value Totals
D. Fir	2M	150	-	-	-	-
	2H	146	-	-	-	-
	3H	120	25	94	58	5452
Total D: Fir					58	5452
Spruce	2M	105	26	79	118	9322
	3H	76	26	50	536	26800
Total Spruce					654	36122
Hemlock	2M	120	-	-	-	-
	3H	102	26	76	38	2888
Total Hemlock					38	2888
Red Cedar	2H	152	-	-	-	-
	3H	126	26	100	4	400
Total Red Cedar					4	400
P. O. Cedar	2H	160	-	-	-	-
	3H	87	26	61	12	732
Total P. O. Cedar					12	732
Alder	Saw Logs	60	26	34	29	986
Total Alder					29	986
PARCEL TOTALS					795 MBF	46580

26 Acres of Land at 61.10/Acre = Rounded

5,866

TOTAL

\$ 52,446

BARGAIN AND SALE DEED

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

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

Parcel II: Those portions of the S 1/2 of the NE 1/4 and the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 3, situated West of the centerline of West Beaver Hill County Road and also situated South and East of the following described line: Beginning at a point in the center of the County Road, said point being located 1082.14 feet North and 1177.34 feet East of the center of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South 67° 31' 15" West 117.90 feet; thence 108.96 feet along the arc of a 36° curve right through a central angle of 39° 13' 29"; thence North 73° 15' 15" West 32.25 feet; thence 84.74 feet along the arc of a 56° curve left through a central angle of 47° 27' 11"; thence South 59° 17' 33" West 122.96 feet; thence 70.15 feet through the arc of a 14° curve right through a central angle of 9° 49' 16"; thence South 68° 06' 49" West 493.79 feet; thence 472.39 feet along the arc of a 12° curve left through a central angle of 56° 41' 14"; thence South 12° 25' 35" West 117.58 feet; thence 158.32 feet along the arc of an 8° curve left through a central angle of 12° 39' 56"; thence South 00° 14' 21" East 26.49 feet; thence 69.19 feet along the arc of a 6° curve right through a central angle of 4° 09' 05"; thence South 03° 54' 44" West 116.93 feet; thence 106.94 feet along the arc of a 4° curve right through a central angle of 4° 16' 40"; thence South 08° 11' 24" West 11.74 feet; thence 169.29 feet along the arc of an 8° curve left through a central angle of 13° 32' 59"; thence South 05° 21' 11" East 37.19 feet; thence 192.50 feet along the arc of an 8° curve left through a central angle of 15° 23' 59"; thence South 20° 45' 10" East 41.68 feet; thence 129.98 feet along the

arc of a 30° curve right through a central angle of 38° 59' 40"; thence South 18° 14' 30" West 102.10 feet; thence 47.60 feet along the arc of a 32° curve right through a central angle of 15° 13' 57"; thence South 33° 28' 27" West 36.50 feet; thence 70.03 feet along the arc of a 56° curve left through a central angle of 39° 13' 04"; thence South 05° 44' 37" East 32.80 feet; thence 48.23 feet along the arc of a 44° curve right through a central angle of 21° 13' 16"; thence South 15° 28' 39" West 19.97 feet; thence 60.69 feet along the arc of a 10° curve right through a central angle of 06° 04' 07"; thence South 21° 32' 46" West 118.46 feet; thence 34.80 feet along the arc of an 18° curve left through a central angle of 6° 15' 53" to the South line of the NE 1/4 of the SW 1/4 of Section 3 Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

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

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

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

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

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

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

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

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

BARGAIN AND SALE DEED - 2


87 5 7578

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

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

Bohemia, Inc.

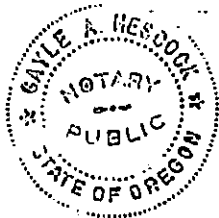
GRANTOR

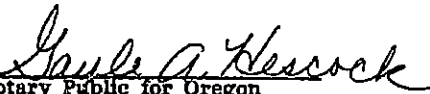


Fred J. Kupel
Vice President-Finance

STATE OF OREGON)
Lane) ss.
County of ~~0000~~)

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




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

92 04 0258

STATUTORY WARRANTY DEED

Bohemia Inc., an Oregon corporation, GRANTOR, conveys and warrants to ROSBORO LUMBER COMPANY, GRANTEE, the following-described real property located in Coos County, Oregon, free of encumbrances except as specifically set forth herein:

SEE ATTACHED EXHIBIT "A" HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

The true consideration for this conveyance is \$3,195,400.00.

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

DATED this 3rd day of April, 1992.

GRANTOR:

Bohemia Inc., an Oregon corporation:

By: Steven R. Rogel
Steven R. Rogel, President

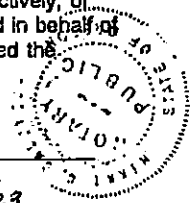
By: J. A. Parsons
J. A. Parsons, Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

Date: April 3, 1992

Personally appeared STEVEN R. ROGEL and J. A. PARSONS, who each being duly sworn did say that they are the President and Secretary, respectively, of Bohemia Inc., an Oregon corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged the foregoing instrument to be its voluntary act and deed. Before me:

Christi J. Williams
Notary Public for Oregon
My Commission Expires: 7/1/93



1. STATUTORY WARRANTY DEED

558

92 04 0258

Grantor's Name and Address:

Bohemia Inc.
P. O. Box 1819
Eugene, OR 97440-1819

Grantee's Name and Address:

Rosboro Lumber Company
P. O. Box 20
Springfield, OR 97477

After recording return to:

Rosboro Lumber Company
P. O. Box 20
Springfield, OR 97477

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

Rosboro Lumber Company
P. O. Box 20
Springfield, OR 97477

Tax Account and Lot Information:

Tax Acct. No. 873.00, 1038.00, 1166.00 Code 9.01, 9.61;
Tax Acct. No. 1036.02, Code 9.61;
Tax Acct. No. 5876.00, 5888.00, 5890.00, Code 9.04; and
Tax Acct. No. 7548.00, 7549.00, 7549.90, 7605.00, Code 54.01, 9.91

[j]melsmicwfi-ros-1.ded4-2-92

2. STATUTORY WARRANTY DEED

559

92 04 0258

EXHIBIT "A"

TRACT I:

Beginning at the Southeast corner of the SW ¼ of Section 25, Township 24 South, Range 11 West of the Willamette Meridian, Coos County, Oregon; thence North 1° 59' West 552.04 feet; thence South 70° 48' West 995.19 feet to the center of the East Fork of the Millicoma River; thence upstream 260 feet, more or less, to the South boundary of said Section 25; thence East 800.57 feet to the point of beginning, being a portion of the SE ¼ of the SW ¼ of said Section 25. EXCEPT any portion embraced in the East Fork Millicoma County Road.

SUBJECT TO:

1. As disclosed by the tax rolls, the premises herein described have been zoned or classified as forest lands. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest pursuant to the provisions of ORS chapter 321.
2. Rights of the public in and to that portion lying within streets, roads and highways.
3. Rights of the public and governmental bodies in and to any portion of the premises herein described lying below high water mark of the East Fork of the Millicoma River, including any ownership rights which may be claimed by the State of Oregon below the high water mark.
4. Easement as reserved in instrument, including the terms and provisions thereof, to G. F. Anderson, et ux, recorded January 3, 1963, Book 298, Page 381, Records of Coos County, Oregon, for water pipe line.

3. EXHIBIT "A" -- STATUTORY WARRANTY DEED

560

92 04 0258

TRACT II:

Lots 4, 6, 7, 8, and 9 of Section 30, Township 24 South, Range 10 West of the Willamette Meridian, Coos County, Oregon. ALSO: The NE ¼ of the SE ¼; the S ½ of the SE ¼ of Section 25, Township 24 South, Range 11 West of the Willamette Meridian, Coos County, Oregon. ALSO: The NW ¼ of the NE ¼ of Section 36, Township 24 South, Range 11 West of the Willamette Meridian, Coos County, Oregon.

SUBJECT TO:

1. As disclosed by the tax rolls, the premises herein described have been zoned or classified as forest lands. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest pursuant to the provisions of ORS chapter 321.
2. Easement, including the terms and provisions thereof, to Weyerhaeuser Timber Company, a Washington corporation, recorded June 9, 1972, Microfilm Reel No. 72-6-72555, Records of Coos County, Oregon, for right of way.
3. Easement Agreement, including the terms and provisions thereof, between Weyerhaeuser Company and Bohemia Inc., recorded February 16, 1983, bearing Microfilm Reel No. 83-1-6943, Records of Coos County, Oregon.

4. EXHIBIT "A" -- STATUTORY WARRANTY DEED

561

92 04 0258

TRACT III:

NE ¼ of the NE ¼ of Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon. ALSO, the W ½ of the NW ¼ of Section 34, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon. EXCEPT that part in the public road.

SUBJECT TO:

1. As disclosed by the tax rolls, the premises herein described have been zoned or classified as forest lands. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest pursuant to the provisions of ORS chapter 321.
2. Easement as reserved in Deed, including the terms and provisions thereof, from Henry Sengstacken Co. to Stout Lumber Co. recorded April 25, 1925, Book 96, Page 368, Records of Coos County, Oregon, for Ingress and egress.
3. Easement, including the terms and provisions thereof, from Henry Sengstacken Co. to Stout Lumber Co., recorded May 26, 1925, book 96, page 542, Records of Coos County, Oregon, for logging railroad.
4. Minerals in instrument, including the terms and provisions thereof, reserved by Coos County, recorded July 23, 1955, book 244, page 5, 7 and 9, Deed Records of Coos County, Oregon.
5. Easement as reserved in deed, including the terms and provisions thereof, from Coos County to Coos Head Timber Co., recorded July 23, 1955, book 244, page 5, 7 and 9, Records of Coos County, Oregon, for road.
6. Easement, including the terms and provisions thereof, from Bohemia Inc., to Rex Timber, Inc., recorded April 15, 1986, Microfilm Reel No. 86-2-5417, Records of Coos County, Oregon, for access.
7. The public record does not disclose if the premises herein described have a means of ingress and egress to and from a legally dedicated road or highway. Affects Section 33.

5. EXHIBIT "A" -- STATUTORY WARRANTY DEED

562

92 04 0258

TRACT IV:

PARCEL I. The NW ¼ of the NW ¼; the NE ¼ of the NW ¼ (Government Lot 3); the S ½ of the NW ¼ and the SW ¼ of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

ALSO: That portion of the NW ¼ of the NE ¼ and the E ½ of the NE ¼ of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, situated West of the centerline of the West Beaver Hill County Road.

EXCEPT: Those portions of the S ½ of the NE ¼ and the SE ¼ of the NW ¼, and the NE ¼ of the SW ¼ of Section 3, situated West of the centerline of West Beaver Hill County Road, and also situated South and East of the following described line: Beginning at a point in the center of the County Road, said point being located 1062.14 feet North and 1177.34 feet East of the center of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South 67° 31' 15" West 117.90 feet; thence 108.96 feet along the arc of a 36° curve right through a central angle of 39° 13' 29"; thence North 73° 15' 15" West 32.25 feet; thence 84.74 feet along the arc of a 56° curve left through a central angle of 47° 27' 11"; thence South 59° 17' 33" West 122.96 feet; thence 70.15 feet through the arc of a 14° curve right through a central angle of 9° 49' 16"; thence South 69° 06' 49" West 493.79 feet; thence 472.39 feet along the arc of a 12° curve left through a central angle of 56° 41' 14"; thence South 12° 25' 35" West 117.58 feet; thence 158.32 feet along the arc of an 8° curve left through a central angle of 12° 39' 56"; thence South 00° 14' 21" East 26.49 feet; thence 69.19 feet along the arc of a 6° curve right through a central angle of 4° 09' 05"; thence South 03° 54' 44" West 116.93 feet; thence 106.94 feet along the arc of a 4° curve right through a central angle of 4° 16' 40"; thence South 08° 11' 24" West 11.74 feet; thence 169.29 feet along the arc of an 8° curve left through a central angle of 13° 32' 59"; thence South 05° 21' 11" East 37.19 feet; thence 192.50 feet along the arc of an 8° curve left through a central angle of 15° 23' 59"; thence South 20° 45' 10" East 41.68 feet; thence 129.98 feet along the arc of a 30° curve right through a central angle of 35° 59' 40"; thence South 18° 14' 30" West 102.10 feet; thence 47.60 feet along the arc of a 32° curve right through a central angle of 15° 13' 57"; thence South 33° 28' 27" West 36.50 feet; thence 70.03 feet along the arc of a 56° curve left through a central angle of 39° 13' 04"; thence South 05° 44' 37" East 32.80 feet; thence 48.23 feet along the arc of a 44° curve right through a central angle of 21° 13' 16"; thence South 15° 28' 39" West 19.97 feet; thence 60.69 feet along the arc of a 10° curve right through a central

6. EXHIBIT "A" -- STATUTORY WARRANTY DEED

563

angle of 06° 4' 07"; thence South 21° 32' 46" West 118.48 feet; thence 34.80 feet along the arc of an 18° curve left through a central angle of 6° 15' 53" to the South line of the NE ¼ of the SW ¼ of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

PARCEL II: The SE ¼ of the NE ¼ and the SE ¼ of Section 4, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

PARCEL III: The NE ¼; the E ½ of the NW ¼; the NE ¼ of the SW ¼ and the N ½ of SE ¼ of Section 9, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

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

EXCEPT: The S ½ of the SE ¼ of the SE ¼ of the SE ¼ of Section 10, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, less any portion lying West of the Charleston Highway.

ALSO EXCEPT: That portion of the NE ¼ of the NE ¼ of Section 10 situated East of the centerline of West Beaver Hill County Road.

ALSO EXCEPT: That portion of the E ½ of the SE ¼ of Section 10 situated East of the centerline of West Beaver Hill County Road, excepting therefrom the S ½ of the SE ¼ of the SE ¼ of the SE ¼ as described in deed bearing Microfilm Reel No. 79-2-7033, Records of Coos County, Oregon.

PARCEL V: That portion of the W ½ of the W ½ of Section 11, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, situated West of the centerline of West Beaver Hill County Road.

PARCEL VI: The NE ¼ of Section 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM THE FOLLOWING PARCELS:

(1) Beginning at a point which is North 804.02 feet and West 586.47 feet of the quarter corner to Sections 14 and 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence 352.34 feet along a 550 foot radius curve to the right through a central angle of 36° 42' 18.4" the long chord of which bears North 86° 25' 27.8" West 346.34 feet; thence North 11° 30' 38.8" West 653 feet;

Same exclusions as described in deed 77-10-17441, with new language excluding TL 501 and the road (shown as Exclusion 6 and 7 on Figure 1).

7. EXHIBIT "A" -- STATUTORY WARRANTY DEED

564

thence South $88^{\circ} 53' 31''$ East 114.73 feet to the point of curvature of a 250 foot curve to the left; thence along said curve 99.95 feet through a central angle of $22^{\circ} 54' 30''$; thence North $68^{\circ} 12'$ East 40 feet to the point of curvature of a 200 foot radius curve to the right; thence along said curve 42.58 feet through a central angle of $12^{\circ} 11' 58''$; thence South $14^{\circ} 46' 36.5''$ East 727.50 feet to the point of beginning.

EXCEPTING: A 30 foot easement along the Northerly boundary extending 30 feet at right angles to the South of the above described lines.

ALSO EXCEPT: A 60 foot easement along the Southerly boundary extending 60 feet at right angles to the Northerly side of said Southerly boundary.

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

(3) Beginning at a point which is 862.04 feet North and 601.77 feet West of the quarter corner to Sections 14 and 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence North $14^{\circ} 46' 36.5''$ West 667.50 feet to a point on the centerline of a road right of way; thence along said road on a 200 foot radius curve right for a distance of 152.02 feet through a central angle of $43^{\circ} 33' 02''$; thence South $56^{\circ} 03'$ East 22.94 feet to the point of curvature of a 205 foot radius curve to the left; thence along said curve 74.07 feet through a central angle of $20^{\circ} 42' 11''$; thence South $76^{\circ} 45' 11''$ East 212.08 feet, more or less, to the West boundary of a county road; thence leaving said road centerline and following the Westerly boundary of the Charleston County Road in a Southeasterly direction 438 feet, more or less, to a point which is North $75^{\circ} 13' 23.5''$ East of the point of beginning; thence South $75^{\circ} 13' 23.5''$ West 416 feet, more or less, to the point of beginning.

(4) A tract of land lying in the NE $\frac{1}{4}$ of Section 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said property lying West of the New Seven Devils-Charleston Highway and

8. EXHIBIT "A" -- STATUTORY WARRANTY DEED

North of the centerline of that present roadway which serves the property of Iva M. Long, Eugene Elbert, Lester J. Teel, et al, in Section 16, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, as well as serving Coos County in Section 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, which road is hereinafter referred to as the "Long Road," and said tract being more particularly described as follows: Beginning at the intersection of the West boundary of the New Seven Devils-Charleston Highway with the centerline of the aforementioned Long Road; thence Northerly along the West boundary of the New Seven Devils-Charleston Highway for a distance of 400 feet; thence due West to a point, from which if a line was drawn due South to the centerline of the Long Road and was thence run Easterly along the centerline of Long Road to the point of beginning, would encompass 5 acres of land; thence from said point run due South to the centerline of Long Road; thence run Easterly along the centerline of Long Road to the point of beginning; the above tract being a 5 acre parcel bounded on the South by the centerline of the aforementioned Long Road, on the East by a line running Northerly along the West boundary of the New Seven Devils-Charleston Highway for a distance of 400 feet from the intersection of said highway boundary with the centerline of Long Road, on the North by a line run due West from the Northerly terminus of the East boundary as aforementioned, and bounded on the West by a line to be hereafter determined by survey so as to produce a tract of 5 acres.

(5) Beginning at a pipe $\frac{3}{4}$ inches in diameter and 40 inches long driven 36 inches into the ground, marking a point which is 2051.31 feet North by True Bearing and 1220.09 feet West of the quarter corner common to Section 14 and 15 in Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, and running thence South $19^{\circ} 35' 16''$ East 282.00 feet to a $\frac{3}{4}$ inch pipe post; thence North $89^{\circ} 57' 10''$ East 700.00 feet, more or less, to the Westerly right of way line of the County Road; thence North $10^{\circ} 05'$ West 335.00 feet along said right of way line to a point which is North $85^{\circ} 20' 54''$ East of the point of beginning; thence South $85^{\circ} 20' 54''$ West 740 feet to the point of beginning.

(6) That portion of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, lying East of the centerline of West Beaver Hill road.

(7) EXCEPT any portion embraced in the West Beaver Hill road.

92 04 0258

RESERVING under Grantor all minerals rights of every kind whatsoever, whether located on or under the surface, including but not limited to oil, gas, and associated hydrocarbons, together with the right to use the surface and subsurface of the land for the extraction, storage, processing, transportation, land reclamation, rights of ingress and egress, water rights, including both surface and subsurface and all other associated rights reasonably necessary to carry out the mining activities on the property. Specifically excluded from this reservation is the right to use rock materials on the property for road building materials, so long as such rock material is not needed or used in any mining activity.

SUBJECT TO:

1. As disclosed by the tax rolls, the premises herein described have been zoned or classified as forest lands. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest pursuant to the provisions of ORS chapter 321.
2. Rights of the public in and to that portion lying within streets, roads and highways.
3. Easement, including the terms and provisions thereof from Bohemia Inc., to General Telephone Company of the Northwest, Inc., recorded June 14, 1983, Microfilm Reel No. 83-3-4377, Records of Coos County, Oregon, for service wire.
4. Terms and provisions of Order No. 87-09-157L as set forth in instrument recorded September 16, 1987, bearing Microfilm Reel No. 87-5-5694, Records of Coos County, Oregon, and amended in instrument recorded October 12, 1987, bearing Microfilm Reel No. 87-5-7277, Records of Coos County, Oregon.
5. Easement, including the terms and provisions thereof, from Bohemia Inc., to Coos County, recorded October 15, 1987, Microfilm Reel No. 87-5-7579, Records of Coos County, Oregon.
6. Easement, including the terms and provisions thereof, from Bohemia Inc., an Oregon corporation, to Coos County, recorded January 25, 1991, Microfilm Reel No. 91-01-0730, Records of Coos County, Oregon, for roadway.

10. EXHIBIT "A" -- STATUTORY WARRANTY DEED

92 04 0258

7. Unrecorded Lease, including the terms and provisions thereof, and any extensions, continuations, renewals or grants of lease, from Bohemia Inc., an Oregon corporation, lessor, to Oregon Resources Corporation, an Oregon corporation, lessee, dated May 29, 1991, as evidenced by Memorandum of Lease recorded June 6, 1991, Microfilm Reel No. 91-06-0227, Records of Coos County, Oregon.

RECORDING # 92040258
I, Mary Ann Wilson,
Coos County Clerk, certify
the within instrument
was filed for record at



2 17 DN 04/07/1992
By M WILSON Deputy
pages 11 Fee \$ 83 00

11. EXHIBIT "A" -- STATUTORY WARRANTY DEED

508

When recorded, return to:
 Weyerhaeuser NR Company
 Land Title CH1-F23
 P.O. Box 9777
 Federal Way, WA 98063-9777

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

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

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

STATUTORY WARRANTY DEED

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

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

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

[Signature on following page]

Abstract CR16003

Dated: December 16th, 2015.

WEYERHAEUSER COMPANY



By: Rhonda Hunter
Sr. Vice President

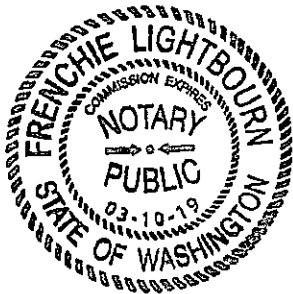
By: Corrin Crawford
Assistant Secretary

STATE OF WASHINGTON)

COUNTY OF KING)

On this 16th day of December, 2015, before me personally appeared Rhonda Hunter and Corrin Crawford to me known to be the Sr. Vice President and Assistant Secretary, respectively, of **WEYERHAEUSER COMPANY**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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



Frenchie Lightbourn
Notary Public in and for the State of Washington
My appointment expires: 3-10-19

EXHIBIT A
[Seven Devils C]

COOS COUNTY, OREGON

TOWNSHIP 26 SOUTH, RANGE 14 WEST, WILLAMETTE MERIDIAN:

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

TOWNSHIP 27 SOUTH, RANGE 14 WEST, WILLAMETTE MERIDIAN:

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

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

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

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

The NW¼NW¼;

Section 4: The SE¼NE¼ and the SE¼;

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

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

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

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

- (1) Beginning at a point which is North 804.02 feet and West 586.47 feet from the quarter corner common to Sections 14 and 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence 352.34 feet along a 550 foot radius curve to the right through a central angle of 36° 42' 18.4" the long chord of which bears North 86° 2' 27.8" West 346.34 feet;
thence North 11° 30' 38.8" West 653 feet;
thence South 88° 53' 31" East 114.73 feet to the point of curvature of a 250 foot curve to the left;
thence along said curve 99.95 feet through a central angle of 22° 54' 30";
thence North 68° 12' East 40 feet to the point of curvature of a 200 foot radius curve to the right;
thence along said curve 42.58 feet through a central angle of 12° 11' 58";
thence South 14° 46' 36.5" East 727.50 feet to the point of beginning.
EXCEPTING a 30 foot easement along the northerly boundary extending 30 feet at right angles to the south of the above described lines;
ALSO EXCEPT a 60 foot easement along the southerly boundary extending 60 feet at right angles to the northerly side of said southerly boundary.

Excludes TL 400

- (2) A parcel of land 30 feet in width, the centerline being described as follows:

Beginning at a point which is North 804.02 feet and West 586.47 feet of the quarter corner common to Sections 14 and 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon;
thence North 14° 46' 36.5" West 45 feet to the true point of beginning;
thence North 75° 13' 23.5" East 416 feet, more or less, along the centerline of a parcel 30 feet in width to a point on the west boundary of the Charleston County Highway;

Excludes the road leading to TL 400

- (3) Beginning at a point which is 862.04 feet North and 601.77 feet West of the quarter corner common to Sections 14 and 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon;

thence North 14° 46' 36.5" West 667.50 feet to a point on the centerline of a road right of way;

thence along said road on a 200 foot radius curve right for a distance of 152.02 feet through a central angle of 43° 33' 02";

thence South 56° 03' East 22.94 feet to the point of curvature of a 205 foot radius curve to the left;

thence along said curve 74.07 feet through a central angle of 20° 42' 11";

thence South 76° 45' 11" East 212.08 feet, more or less, to the west boundary of a county road;

Excludes TL 300

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

thence South 75° 13' 23.5" West 416 feet, more or less, to the point of beginning.

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

Excludes TL 200

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

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

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

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

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

- (5) Beginning at a pipe ¾ inches in diameter and 40 inches long driven 36 inches into the ground, marking a point which is 2051.31 feet North by true bearing and 1220.09 feet West of the quarter corner common to Sections 14 and 15 in Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon;

Excludes TL 100

thence South 19° 35' 16" East 282.00 feet to a ¾ inch pipe post;

thence North 89° 57' 10" East 700.00 feet, more or less, to the westerly right of way line of the county road;

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

Excludes TL 501

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

Excludes West Beaver Hill Road

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

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

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

--- End of Exhibit A ---

**Exhibit D
Tentative Plat**





Book 89, Page 238: The Northeast quarter of Section 15, Township 27 South, Range 14 West, W.M.
 77-10-17441: Parcel created by Book 89 Page 238 excluding tax lots T27S14W15TL00100, T27S14W15TL00200, T27S14W15TL00300, and T27S14W15TL00400.
 87-5-5694: Adjusted the parcel from 77-10-17441 which conveyed, that portion of the E 1/2 of the NE 1/4 of Section 15 situated East of the centerline of West Beaver Hill Road to Cous County.

Tentative Plat - For Lot Validation e.g. Seven Devils Lot 27	
Parcel Tax Lot T27S14W15TL00500 APN# 754990 Sec 10 T27S R14W W.M.	
	Date: May 01, 2024
Figure 1	

PARCEL 400
ACCT #754900
WEYERHAEUSER
NR COMPANY

NE¼ of Sec. 5, T27S, R4W, W.M. excluding tax lots
T27S14W15TL00100, T27S14W15TL00200,
T27S14W15TL00300, T27S14W15TL00400,
and the portion East of the centerline of Beaver Hill Rd.

PARCEL 1100
ACCT #758902
GIDDINGS

PARCEL 500
ACCT #760700
COOS COUNTY

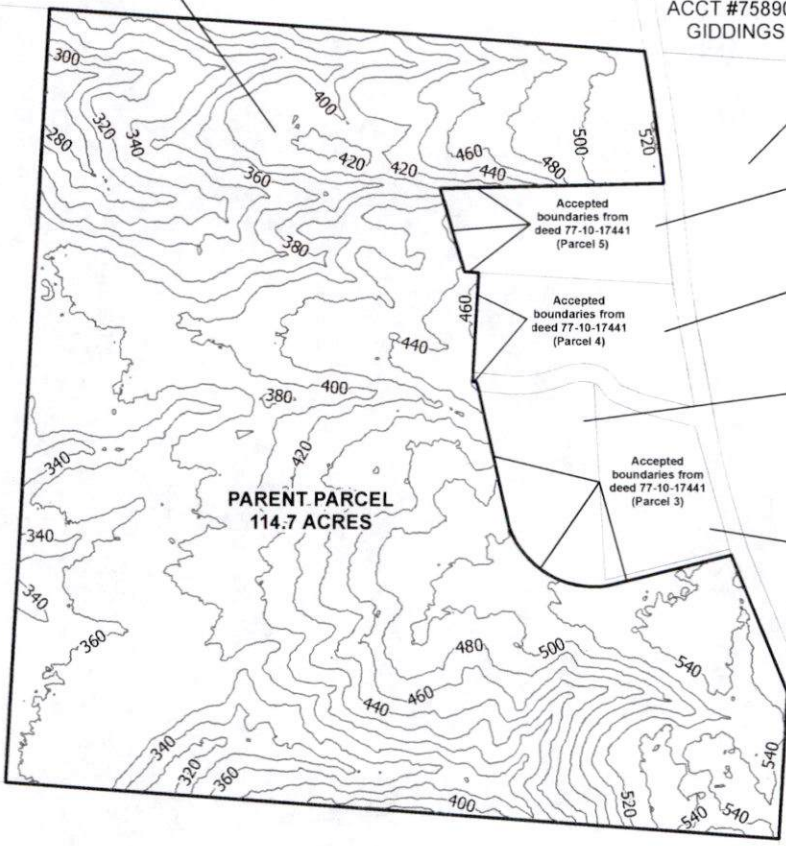
PARCEL 100
ACCT #760503
BARKER TRUST

PARCEL 200
ACCT #76054
BARKER TRUST

PARCEL 400
ACCT #760501
STERBICK

PARCEL 300
ACCT #760502
HILL

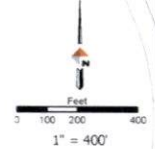
PARCEL 600
ACCT #760600
COOS COUNTY



PARCEL 500
ACCT #760700
COOS COUNTY

PARCEL 100
ACCT #753900
COOS COUNTY

W BEAVER HILL RD



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

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

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

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

Owner:
Weyerhaeuser NR (WNR)
16621 SE MC Gillivray Blvd #112
Vancouver, WA, 98684
(360) 891-3365
Applicant:
Manah Mitchell
7200 NE 41st Street, Suite 204
Vancouver, WA 98662
(360) 314-2391

Tentative Plat - For Lot Validation e.g. Seven Devils Lot 27	
Parcel Tax Lot T27S14W15TL00500 APN# 754990 Sec 10 T27S R14W W.M.	
	Date: May 01, 2024
Figure 1	