



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: P-24-004

Date Received: 4/29/24 Receipt #: 248058 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) Nathan & Heather Clausen

Mailing address: P.O. Box 429, North Bend, OR 97459

Phone: 541-297-2960

Email: lighthouseate@gmail.com

Township: 24S Range: 13W Section: 14 ¼ Section: B 1/16 Section: A Tax lots: 1200

Select Select Select Select Select Select

Tax Account Number(s): 169301

Zone: Select Zone Exclusive Farm Use (EFU)

Tax Account Number(s) _____

Rural Residential-2 (RR-2)

B. Applicant(s) Nathan Clausen

Mailing address: P.O. Box 429, North Bend, OR 97459

Phone: 541-297-2960

C. Consultant or Agent: Troy Rambo

Mailing Address P.O. Box 809, North Bend, OR 97459

Phone #: 541-751-8900

Email: mandrllc@frontier.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: On-Site (Well or Spring)

Sewage Disposal Type: On-Site Septic

School District: North Bend

Fire District: North Bend RFPD

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](#)

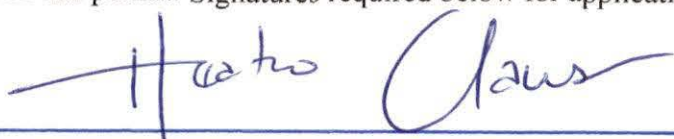
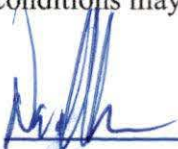
D. ATTACHED WRITTEN STATEMENT. With all land use applications, the “burden of proof” is on the applicant. It is important that you provide information that clearly describes the nature of the request and indicates how the proposal complies with all of the applicable criteria within the Coos County Zoning 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.



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: 93562 Ranch Lane, North Bend, OR 97459

Type of Access: Public Road

Name of Access: Ranch Lane

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: _____

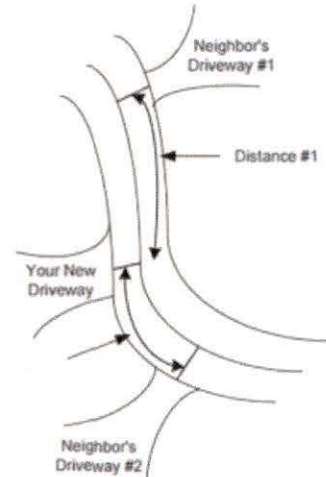
DISTANCE FROM DRIVEWAY #1 TO YOUR NEW DRIVEWAY: _____

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: On-site Well

Sewage Disposal Type: On-site septic

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 Health Division to make an appointment.

Additional Comments:

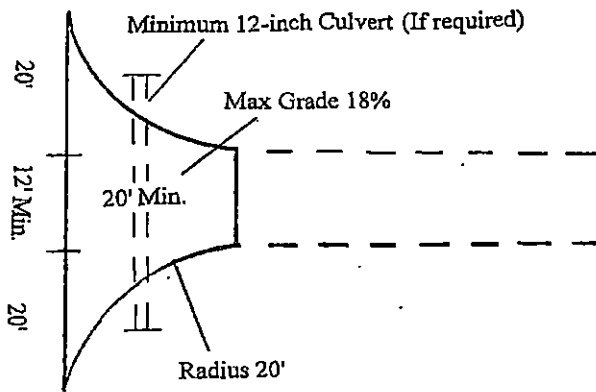
A private road which is created to provide ingress or egress in conjunction with the use of land for forestry, mining or agricultural purposes shall not be required to meet minimum road, bridge or driveway standards set forth in this ordinance, nor are such resource-related roads, bridges or driveways reviewable by the County. However, all new and re-opened forestry, mining or agricultural roads shall meet the access standards listed in this section.

Forestry, Mining or Agricultural Access Standard drawing
Sight Distance Requirements (at the approach entrance)

- Speed less than 35 mph – 100' both directions
- Speed greater than 35 mph – 150' both directions

All Weather Surfaces – minimum aggregate base as required by the Roadmaster
The access will be developed from the edge of the developed road.

Figure 7.1.450

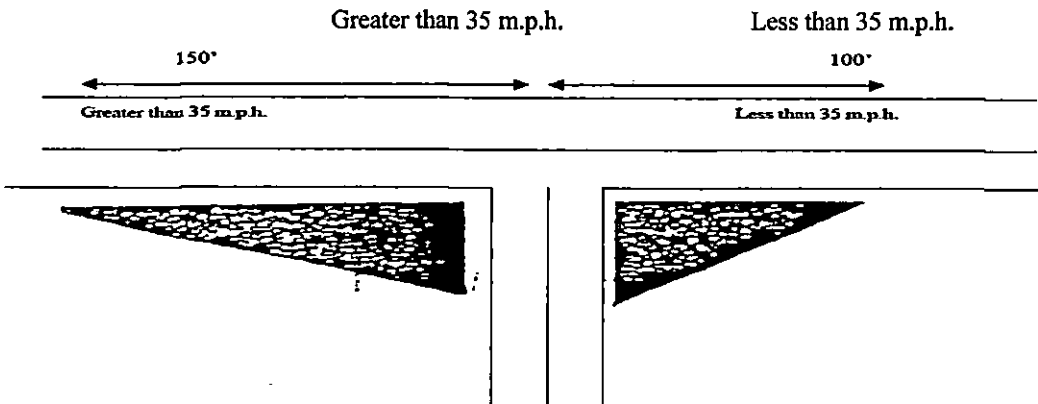


Construct appropriate ditches to prevent water runoff from discharging from the land onto a road under county jurisdiction. Pursuant to ORS 368.256 creation of a road hazard is prohibited.

VISION CLEARANCE TRIANGLE:

The following regulations shall apply to all intersections of streets and roads within all districts in order to provide adequate visibility for vehicular traffic. There shall be no visual obstructions over thirty-six (36) inches in height within the clear vision area established herein. In addition to street or road intersections, the provisions of this section shall also apply to mobile home park, recreational vehicle park, and campground accesses (entrances or exists).

The clear vision area shall extend along the right-of-way of the street for a minimum of 100 feet where the speed limit is less than 35 M.P.H.; and not less than 150 feet where the speed limit is greater than 35 m.p.h. The clear vision area shall be effective from a point in the center of the access not less than 25 feet back from the street right-of-way line.



PARKING STANDARDS

USE	STANDARD
Retail store and general commercial except as provided in subsection b. of this section.	1 space per 200 square feet of floor area, plus 1 space per employee. 1 Bicycle space
Retail store handling bulky merchandise (furniture, appliances, automobiles, machinery, etc.)	1 space per 600 square feet of floor area, plus 1 space per employee. 1 Bicycle space
Bank, general office, (except medical and dental).	1 space per 600 square feet of floor area, plus 1 space per employee. 1 Bicycle space
Medical or dental clinic or office.	1 ½ space per examination room plus 1 space per employee. 1 Bicycle space
Eating or drinking establishment.	1 space per 200 square feet of floor area, plus 1 space for every 4 seats. 1 Bicycle space
Bowling Alley	5 spaces per alley plus 1 space per 2 employees. 1 Bicycle space
Dance hall, skating rink, lodge hall.	1 space per 100 square feet of floor area plus 1 space per 2 employees. 1 Bicycle space
Stadium, arena, theater, race track	1 space per 4 seats or every 8 feet of bench length or equivalent capacity if no seating is provided. 1 Bicycle space
Storage warehouse, manufacturing establishment, or trucking freight terminal	1 space per employee. 1 Bicycle space
Wholesale establishment.	1 space per employee plus 1 space per 700 square feet of patron serving area. 1 Bicycle space
Welfare or correctional institution	1 space per 5 beds for patients or inmates, plus 1 space per employee. 1 Bicycle space
Convalescent hospital, nursing home, sanitarium, rest home, home for the aged.	1 space per 5 beds for patients or residents, plus 1 space per employee. 1 Bicycle space
Church, mortuary, sports arena, theater.	1 space for 4 seats or every 8 feet of bench length in the main auditorium. 1 Bicycle space
Library, reading room.	1 space per 400 square feet of floor area plus 1 space per employee. 1 Bicycle space
Preschool nursery, kindergarten.	2 spaces per teacher; plus off-street loading and unloading facility. 1 Bicycle space per 20 students
Elementary or junior high school.	1 space per classroom plus 1 space per administrative employee or 1 space per 4 seats or every 8 feet of bench length in the auditorium or assembly room whichever is greater. 1 Bicycle space per 10 students
High school	1 space per classroom plus 1 space per administrative employee plus 1 space for each 6 students or 1 space per 4 seats or 8 feet of bench length in the main Auditorium, whichever is greater. 1 Bicycle space per 20 students

Other auditorium, meeting room.	1 space per 4 seats or every 8 feet of bench length. 1 Bicycle space
Single-family dwelling.	2 spaces per dwelling unit.
Two-family or multi-family dwellings.	1 ½ spaces per dwelling unit. 1 bicycle space per unit for buildings with 4 or more units.
Motel, hotel, rooming or boarding house.	1 space per guest accommodation plus 1 space per employee.
Mobile home or RV park.	1 ½ spaces per mobile home or RV site.

Parking lot standards – Use the table above along with the area available to calculate the number of spaces required and determine the type of parking lot that needs to be created. The table below explains the spacing and dimensions to be used.

Minimum Horizontal Parking Widths for Standard Automobiles					
	One-way Parallel	30 deg	45 deg	60 deg	90 deg
Figures	A	B	C	D	E
Single row of Parking					
Parking Aisle	9'	20'	22'	23'	20'
Driving Aisle	12'	16'	17'	20'	24'
Minimum width of module (row and aisle)	21'	36'	39'	43'	44'
Figures #'s	F	G	H	I	J
Two Rows of Parking					
Parking Aisle	18'	40'	44'	46'	40'
Driving Aisle	12'	16'	17'	20'	24'
Minimum width of module (row and aisle)	30'	56'	61'	66'	64'

For figures please see Coos County Zoning and Land Development Ordinance (CCZLDO) § 7.5.175.

Please note: If you are developing in any wetlands or floodplain please contact Department of State Lands to ensure you are not required to obtain a state permit.

Coos County Planning
Land Division Supplemental Application

VI. Additional Information Required –

1. Lien holder(s) name: **Banner Bank**
2. List of Easements and type: **N/A**
3. Covenants or Deed Restrictions that apply: **N/A**
4. Legal Access and maintenance agreements: **Ranch Lane**
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? **Yes**
Flood Plain
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. **No**
10. Is this property with the Beaches and Dunes? If so, this feature shall be identified and a noted that additional criteria may apply. **No**

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 REQUIREMENTS (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.



1495 NW Garden Valley Blvd., Roseburg, OR 97471
PHONE (541) 672-6651 FAX (541) 672-5793

STATUS OF RECORD TITLE

Troy Rambo
Mulkins & Rambo, LLC
PO Box 809
North Bend, OR 97459
Your Reference No.

April 4, 2024
Title Number: 627041AM
Title Officer: Teddi Underhill
Fee: \$200.00

We have searched the status of record title as to the following described property:

See attached Exhibit 'A'

Vestee:

Nathan Clausen and Heather Clausen, as tenants by the entirety

and dated as of **March 21, 2024** at 7:30 a.m.

Said property is subject to the following on record matters: Tax Information:

Taxes assessed under Code No. 1317 Account No. 169301 Map No. 24-13W-14BA-01200

NOTE: The 2023-2024 Taxes: \$4,023.19, are Paid

1. Road Maintenance Agreement, including the terms and provisions thereof,
Recorded: August 10, 1981
Instrument No.: 81-3-3054
2. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.
3. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$350,000.00
Trustor/Grantor: Nathan Clausen and Heather Clausen, as tenants by the entirety
Trustee: BradL. Williams, an Oregon attorney
Beneficiary: Banner Bank
Dated: September 15, 2022
Recorded: September 19, 2022
Instrument No.: 2022-08626

NOTE: If the above Deed of Trust is to remain on the subject property it should be re-recorded to reflect the legal description set forth in this report.

This Deed of Trust secures an equity line of credit and/or revolving loan. The Company requires satisfactory written statement from the existing lender confirming: (a) the payoff amount, (b) that the line of credit has been closed, and no further draws/advances will be permitted and/or the right to future advances has been terminated, and (c) agreeing to deliver a full satisfaction/release upon payment of the outstanding balance, (d) satisfactory documentation from the borrower to close the account.

An agreement to modify the terms and provisions of said Deed of Trust as therein provided:

Recorded: February 15, 2024

Instrument No.: 2024-00957

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: As of the date hereof, there are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties:

Nathan Clausen

Heather Clausen

NOTE: We find no activity in the past 24 months regarding transfer of title to subject property.

NOTE: The following is the last deed of record affecting said Land,

Document: Boundary Adjustment Deed

Grantor: James Theodore and Reta Jean Holder

Grantee: Nathan and Heather Clausen, as tenants by the entirety

Recorded: June 2, 2014

Instrument No.: 2014-04068

THIS IS NOT A TITLE REPORT, A COMMITMENT TO ISSUE TITLE INSURANCE OR A GUARANTEE OF ANY KIND. No liability is assumed with this report. The fee charged for this service does not include supplemental reports or other services. Further dissemination of the information in this report in a form purporting to insure title to the herein described land is prohibited by law.

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT 'A'

File No. 627041AM

Beginning at a point the most Easterly Northeast corner of that tract conveyed to J. Kaye Howard, et ux by deed recorded March 10, 1936 in Book 125, Page 183, Deed Records of Coos County, Oregon said point being South 54° 30 1/2' East 1506.6 feet, South 62° 09' East 19.64 feet and South 60° 32' East 100.2 feet from an iron pipe at the Northwest corner of Section 14, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North 60° 32' West 100.2 feet; thence North 62° 09' West 19.64 feet to the Southerly boundary line of a 30 foot roadway; thence along the Southerly boundary line of said roadway South 87° 38' East 76.50 feet, thence North 71° 15' East 69.73 feet; thence North 77° 34' East 102.69 feet; thence North 69° 40' East 100 feet; thence South 17° 24' East 214.02 feet; thence South 62° 24' 20" West 345.44 feet to the Westerly boundary line of a drainage ditch; thence North 6° 27' East along the Westerly boundary line of said ditch 225.99 feet to the point of beginning.

ALSO: That parcel as conveyed in Property Line Adjustment Deed, recorded March 5, 2014, as Microfilm Reel No. 2014-01635, and re-recorded May 29, 2014 as Microfilm Reel No. 2014-0393 and re-recorded June 2, 2014 as Microfilm Reel No. 2014-04068, Records of Coos County, Oregon.

81 3 3054

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into this 9 day of July 1981,
by and between ALLEN W. FIELDS, STEPHEN M. & KAY L. ERICKSON, WESLEY R.
& PHYLLIS M. BRYANT, LAWRENCE C. & LILLIAN B. WALLACE, LORRAINE OCANA,
BUD J. & E. WELTZHEIMER, CLINTON & GLENDA HACKER, G. KENT & PATRICIA A.
SCOVILLE, and FRANK W. & SHIRLEY M. KOCH, which above named individuals
includes their heirs, executors, administrators, agents or assigns.

W I T N E S S E T H:

WHEREAS, the above named parties and their successors, and assigns
desire to enter into a Road Maintenance Agreement for the following roadway
known as Ranch Road in Township 24 South, Range 13 West, Section 14, in Coos
County, Oregon.

WHEREAS, this agreement shall extend until such time as the maintenance
responsibility of the above mentioned road is assumed by a Municipal County,
or State authority, now therefore, it is hereby agreed as follows:

1. The above named parties, their heirs, successors, and assigns,
hereby agree to create a covenant running with the above mentioned road, and
it is the parties intent that this burden can run to successors, and assigns
of all the above named parties, and that each of the above named parties use
the above mentioned road for access to the respective parties property.

2. That the above named parties, and each of them agree to share the
obligation of maintenance and repairs to the above mentioned road on a per
capita basis, that is to say each to pay an equal share of any such repairs
and maintenance to the above mentioned road.

3. That the above named parties agree that this Maintenance Agreement
shall be in full force and effect until such time as the maintenance respon-
sibility of the above mentioned road is assumed by a Municipal, County, or
State authority.

4. In the case of a suit or action instituted to enforce any of the
provisions of this Agreement, all the above named parties hereby agree that
any sums payable on account of reasonable Attorney Fees shall be paid to the
prevailing party, as the Court may adjudge reasonable in any trial or appel-
lant court for enforcement of any of the provisions hereof.

1. Road Maintenance Agreement

81 3 3055

5. That a complete accounting shall be given to each of the above named parties showing the total cost and itemized list of all maintenance and repairs which may be expended on the above mentioned road.

6. Each of the parties, their heirs and assigns, grants to each other an easement for ingress and egress across the said roadway mentioned above to each property owner abutting said roadway known as Ranch road.

2. Road Maintenance Agreement

81 3 3056

WILLAMETTE VALLEY TITLE
294 Central 78129
Coos Bay, Oregon 97420

81 3 3054 9737
AUG 10 2 34 PM '81

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 T. G. Wilson deputy

Return to [Signature]

Fee: 10.50

Allen W. Fields 1689
ALLEN W. FIELDS

Stephen M. Erickson 1160
STEPHEN M. ERICKSON

Kay L. Erickson
KAY L. ERICKSON

Wesley R. Bryant 23
WESLEY R. BRYANT

Phyllis M. Bryant
PHYLLIS M. BRYANT

Lawrence C. Wallace 524
LAWRENCE C. WALLACE

L. B. Wallace
L. B. WALLACE

Lorraine Ogana 7817
LORRAINE OGANA

BUD J. WELTZHEIMER

Bud J. Weltzheimer 848
B. WELTZHEIMER

Clinton Hacker
CLINTON HACKER

Glenda Hacker 4547
GLENDA HACKER

G. Kent Scoville 3299
G. KENT SCOVILLE

Patricia A. Scoville
PATRICIA A. SCOVILLE

Frank W. Koch 1105
FRANK W. KOCH

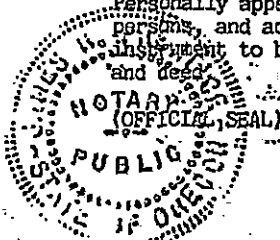
Shirley W. Koch
SHIRLEY W. KOCH

State of OREGON,

County of Coos

July 9, 1981

Personally appeared the above named
persons, and acknowledged the foregoing
instrument to be their voluntary act
and deed.



Before me: James R. Hunt

Notary Public for Oregon
My commission expires: 5-1-83

Ticor Title
360622040794

RECORDATION REQUESTED BY:

Banner Bank
North Bend Branch
1611 Virginia Avenue
North Bend, OR 97459

WHEN RECORDED MAIL TO:

Banner Bank
Spokane Loan Operations
110 S. Ferrall Street
Spokane, WA 99202

SEND TAX NOTICES TO:

Nathan Clausen
Heather Clausen
93562 Ranch Lane
North Bend, OR 97459

Coos County, Oregon **2022-08626**
\$126.00 Pgs=9 09/19/2022 01:30 PM
eRecorded by: TICOR TITLE COOS BAY
Diris D. Murphy, Coos County Clerk

FOR RECORDER'S USE ONLY

LINE OF CREDIT INSTRUMENT

LINE OF CREDIT DEED OF TRUST. (A) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (B) The maximum principal amount to be advanced pursuant to the Note is \$350,000. (C) The term of the Note commences on the date of this Deed of Trust and ends on September 15, 2027.

THIS DEED OF TRUST is dated September 15, 2022, among Nathan Clausen and Heather Clausen, as tenants by the entirety ("Grantor"); Banner Bank, whose address is North Bend Branch, 1611 Virginia Avenue, North Bend, OR 97459 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Brad L. Williams, an Oregon attorney, whose address is 203 N Washington Street, Suite 200, Spokane, WA 99201 (referred to below as "Trustee").

Conveyance and Grant. For valuable consideration, represented in the Note dated September 15, 2022, in the original principal amount of \$350,000.00, from Borrower to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Coos County, State of Oregon:

Beginning at a point the most Easterly Northeast corner of that tract conveyed to J. Kaye Howard; et ux by deed recorded March 10, 1936 in Book 125, Page 183, Deed Records of Coos County, Oregon said point being South 54° 30 1/2' East 1506.6 feet, South 62° 09' East 19.64 feet and South 60° 32' East 100.2 feet from an iron pipe at the Northwest corner of Section 14, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North 60° 32' West 100.2 feet; thence North 62° 09' West 19.64 feet to the Southerly boundary line of a 30 foot roadway; thence along the Southerly boundary line of said roadway South 87° 38' East 76.50 feet, thence North 71° 15' East 69.73 feet; thence North 77° 34' East 102.69 feet; thence North 69° 40' East 100 feet; thence South 17° 24' East 214.02 feet; thence South 62° 24' 20" West 345.44 feet to the Westerly boundary line of a drainage ditch; thence North 6° 27' East along the Westerly boundary line of said ditch 225.99 feet to the point of beginning.

ALSO: That parcel as conveyed in Property Line Adjustment Deed, recorded March 5, 2014, as Microfilm Reel No. 2014-01635, and re-recorded June 2, 2014 as Microfilm Reel No. 2014-04068, Records of Coos County, Oregon.

The Real Property or its address is commonly known as 93562 Ranch Lane, North Bend, OR 97459. The Real Property tax identification number is Levy Code 1317 Account No 19301 Map No 24S1314BA01200.

Cross-Collateralization. In addition to the Note, this Deed of Trust secures the following described additional indebtedness: all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become

**DEED OF TRUST
(Continued)**

Page 2

barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. Specifically, without limitation, this Agreement secures all obligations of Grantor arising under any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between Grantor and Lender.

Any Real Property as described in any Mortgage, Deed of Trust, or other related security documentation which is in or becomes located in a special flood hazard area as defined by 12 CFR 339.2 (as amended or replaced) is excluded from the preceding Cross-Collateralization section.

Revolving Line of Credit. This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Grantor's Representations and Warranties. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

Grantor's Waivers. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

Payment and Performance. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

Possession and Maintenance of the Property. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property; (b) use, operate or manage the Property; and (c) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. 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.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of, or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Due on Sale - Consent By Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

Taxes and Liens. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Property Damage Insurance. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value;

**DEED OF TRUST
(Continued)**

and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

Lender's Expenditures. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (1) be payable on demand; (2) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Note; or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

Warranty; Defense of Title. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

Condemnation. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Imposition of Taxes, Fees and Charges By Governmental Authorities. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

Security Agreement; Financing Statements. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

Further Assurances; Attorney-in-Fact. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

Full Performance. If Borrower and Grantor pay all the indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

Events of Default. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond

**DEED OF TRUST
(Continued)**

for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Rights and Remedies on Default. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the

**DEED OF TRUST
(Continued)**

Page 7

Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

Powers and Obligations of Trustee. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Coos County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Notices. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addressee shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Coos County, State of Oregon.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a

**DEED OF TRUST
(Continued)**

Page 8

waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all indebtedness secured by this Deed of Trust.

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

Definitions. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Banner Bank, and its successors and assigns.

Borrower. The word "Borrower" means Clean Rivers Erosion Control, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Line of Credit Instrument among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Nathan Clausen and Heather Clausen.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Banner Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated September 15, 2022, in the original principal amount of **\$350,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is September 15, 2027.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements,

DEED OF TRUST
(Continued)

environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Brad L. Williams, an Oregon attorney, whose address is 203 N Washington Street, Suite 200, Spokane, WA 99201 and any substitute or successor trustees.

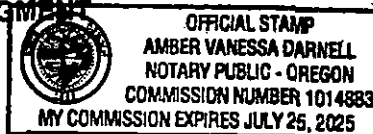
EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Nathan Clausen
Nathan Clausen
x Heather Clausen
Heather Clausen

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Coos) SS



On this day before me, the undersigned Notary Public, personally appeared Nathan Clausen and Heather Clausen, to me known to be the individuals described in and who executed the Deed of Trust, and acknowledged that they signed the Deed of Trust as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of September, 2022
By: Amber Darnell Residing at Coos County
Notary Public in and for the State of Oregon My commission expires July 25, 2025

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____

RECORDATION REQUESTED BY:

Banner Bank
North Bend Branch
1611 Virginia Avenue
North Bend, OR 97459

WHEN RECORDED MAIL TO:

Banner Bank
Spokane Loan Operations
110 S. Ferrall Street
Spokane, WA 99202

Coos County, Oregon **2024-00957**
\$101.00 Pgs=4 02/15/2024 01:24 PM
eRecorded by: TICOR TITLE COOS BAY
Julie A. Brecke, Coos County Clerk

SEND TAX NOTICES TO:

Nathan Clausen
Heather Clausen
93562 Ranch Lane
North Bend, OR 97459

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 13, 2024, is made and executed between Nathan Clausen and Heather Clausen, as tenants by the entirety ("Grantor") and Banner Bank, whose address is North Bend Branch, 1611 Virginia Avenue, North Bend, OR 97459 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 15, 2022 (the "Deed of Trust") which has been recorded in Coos County, State of Oregon, as follows:

Recorded on September 19, 2022 in Coos County, State of Oregon under Auditor's File No. 2022-08626.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Coos County, State of Oregon:

Beginning at a point the most Easterly Northeast corner of that tract conveyed to J. Kaye Howard, et ux by deed recorded March 10, 1936 in Book 125, Page 183, Deed Records of Coos County, Oregon said point being South 54° 30 1/2' East 1506.6 feet, South 62° 09' East 19.64 feet and South 60° 32' East 100.2 feet from an iron pipe at the Northwest corner of Section 14, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North 60° 32' West 100.2 feet; thence North 62° 09' West 19.64 feet to the Southerly boundary line of a 30 foot roadway; thence along the Southerly boundary line of said roadway South 87° 38' East 76.50 feet, thence North 71° 15' East 69.73 feet; thence North 77° 34' East 102.69 feet; thence North 69° 40' East 100 feet; thence South 17° 24' East 214.02 feet; thence South 62° 24' 20" West 345.44 feet to the Westerly boundary line of a drainage ditch; thence North 6° 27' East along the Westerly boundary line of said ditch 225.99 feet to the point of beginning.

ALSO: That parcel as conveyed in Property Line Adjustment Deed, recorded March 5, 2014, as Microfilm Reel No. 2014-01635, and re-recorded June 2, 2014 as Microfilm Reel No. 2014-04068, Records of Coos County, Oregon.

The Real Property or its address is commonly known as 93562 Ranch Lane, North Bend, OR 97459. The Real Property tax identification number is Levy Code: 1317 Account No.: 169301 Map No.: 24S1314BA01200.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Extend Maturity Date to January 15, 2029. Increase Principal to \$450,000.00


CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's

**MODIFICATION OF DEED OF TRUST
(Continued)**


right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 13, 2024.

GRANTOR:

x 

Nathan Clausen

x 

Heather Clausen

LENDER:

BANNER BANK

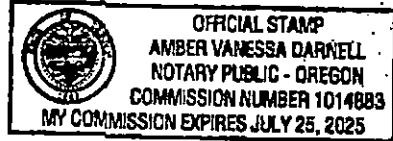
x 

Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Coos)

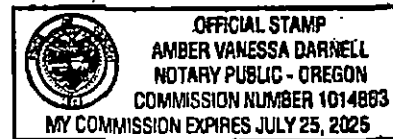


On this day before me, the undersigned Notary Public, personally appeared Nathan Clausen, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of February, 2024.
By Amber Darnell Residing at Coos County
Notary Public in and for the State of Oregon My commission expires July 25, 2025

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Coos)



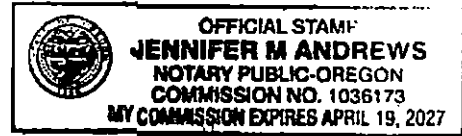
On this day before me, the undersigned Notary Public, personally appeared Heather Clausen, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of February, 2024.
By Amber Darnell Residing at Coos County
Notary Public in and for the State of Oregon My commission expires July 25, 2025

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Coos)



On this 14th day of Feb, 20 24, before me, the undersigned Notary Public, personally appeared Amber Damell and known to me to be the Lender, authorized agent for Banner Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Banner Bank, duly authorized by Banner Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Banner Bank.

By Jennifer Andrews
Notary Public in and for the State of OR

Residing at 1611 Virginia Ave
My commission expires 4/19/27

MAP WAS PREPARED FOR
MENT PURPOSE ONLY

NE1/4 NW1/4 SEC.14 T24S R13W W.M.
COOS COUNTY

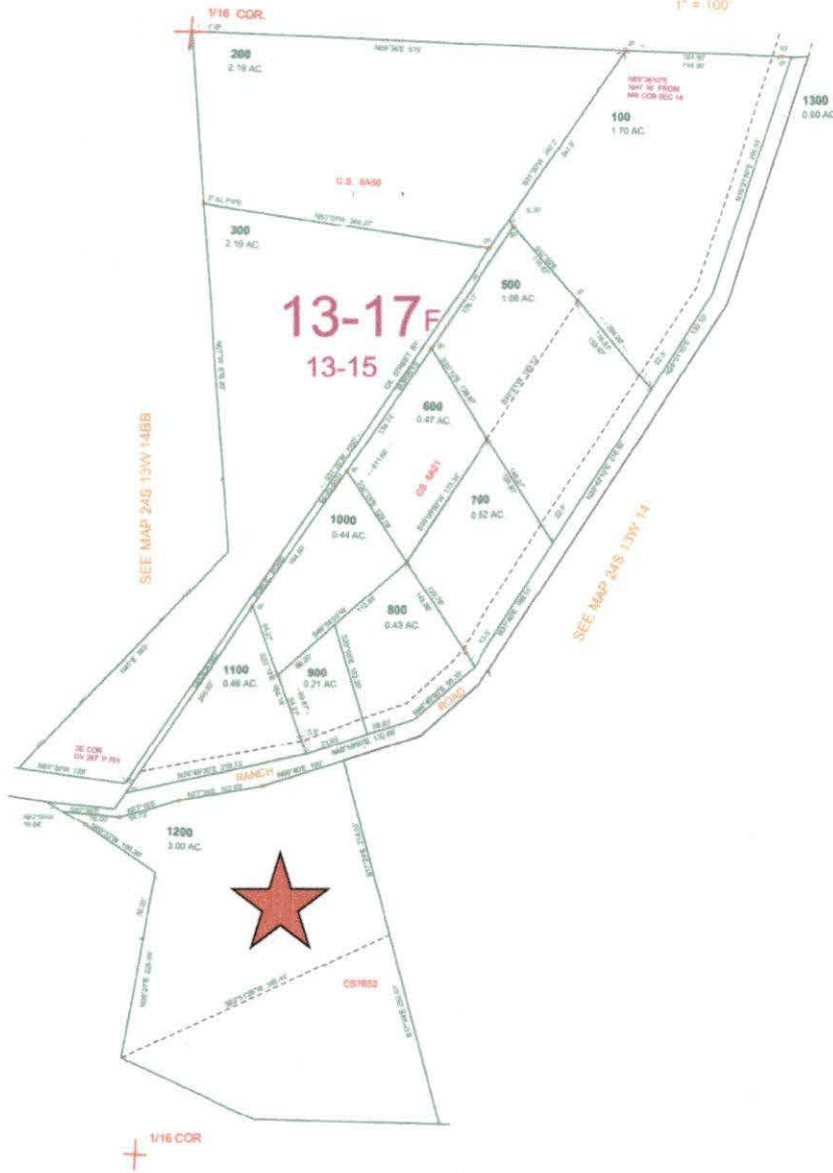
24S 13W 14E

CANCELLED NO.

400



1" = 100'



06-04-2014

24S 13W 14E



93562 Ranch Lane
North Bend, OR 97459

THIS MAP IS FURNISHED AS AN
ACCOMMODATION STRICTLY FOR THE
PURPOSES OF GENERALLY LOCATING
THE LAND. IT DOES NOT REPRESENT A
SURVEY OF THE LAND OR IMPLY ANY
REPRESENTATIONS AS TO THE SIZE,
AREA OR ANY OTHER FACTS RELATED TO
THE LAND SHOWN THEREOF

RECORDING REQUESTED BY:



Terril L. Turf, Coos County Clerk

GRANTOR:
Nathan Clausen and Heather Clausen

GRANTEE:
Nathan Clausen and Heather Clausen
598 Chappel Parkway
North Bend, OR 97459

SEND TAX STATEMENTS TO:
Nathan Clausen and Heather Clausen
93562 Ranch Lane
North Bend, OR 97459

AFTER RECORDING RETURN TO:
Nathan Clausen and Heather Clausen
93562 Ranch Lane
North Bend, OR 97459

Escrow No: 360613009834-TTCOO06

93562 Ranch Lane
North Bend, OR 97459

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

9834

BARGAIN AND SALE DEED – STATUTORY FORM
(INDIVIDUAL or CORPORATION)

Nathan Clausen and Heather Clausen, Grantor, conveys to

Nathan Clausen and Heather Clausen, as tenants by the entirety, Grantee, the following described real property, situated in the County of Coos, State of Oregon,

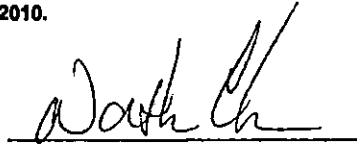
Beginning at a point the most Easterly Northeast corner of that tract conveyed to J. Kaye Howard, et ux by deed recorded March 10, 1936 in Book 125, Page 183, Deed Records of Coos County, Oregon said point being South 54°30' 1/2" E east 1506.6 feet, South 62°09' East 19.64 feet and South 60°32' East 100.2 feet from an iron pipe at the Northwest corner of Section 14, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North 60°32' West 100.2 feet; thence North 62°09' West 19.64 feet to the Southerly boundary line of said roadway, thence South 87°38' East 76.50 feet, thence North 71°15' East 69.73 feet; thence North 77°34' East 102.69 feet; thence North 69°40' East 100 feet; thence South 17°24' East 214.02 feet; thence South 62°51' 20" West 345.44 feet to the Westerly boundary line of a drainage ditch; thence North 6°27' East long the Westerly boundary line of said ditch 225.99 feet to the point of beginning.

The true consideration for this conveyance is \$0.00. (See ORS 93.030).

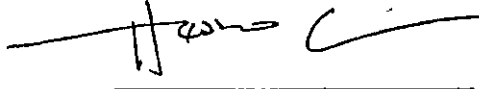
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2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

30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated: December 23, 2013



Nathan Clausen



Heather Clausen

State of OREGON

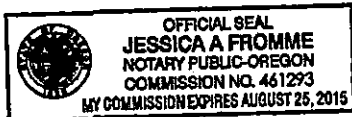
COUNTY of Cook

This instrument was acknowledged before me on Dec 27th, 2013

by Nathan Clausen and Heather Clausen.


Notary Public - State of Oregon

My commission expires: 08-25-15



After recording return to:
Nathan and Heather Clausen
PO Box 429
North Bend, OR 97459

COOS COUNTY, OREGON **2014-01635**
\$76.00 03/05/2014 08:44:54 AM
Pg=7



Terril L. Turl, Coos County Clerk

Send tax statements to:
Nathan and Heather Clausen
PO Box 429
North Bend, OR 97459

**PROPERTY LINE ADJUSTMENT DEED
(ORS 92.190(4))**

Grantor(s): James and Reta Holder, of address 93592 Ranch Lane, North Bend, OR 97459

Grantee(s): Nathan and Heather Clausen, of address 93562 Ranch Lane, North Bend, OR 97459

Consideration: Other property and value constitutes the consideration for this property line adjustment deed.

Adjusted Line Description: See appended Exhibit

Transferred Property: See appended Exhibit

Grantor's Adjusted Parcel: See appended Exhibit

Grantee's Adjusted Parcel: See appended Exhibit

Grantor hereby conveys Transferred Property to Grantee for Consideration.

Coos County Surveyors Map Filing Number 7852

ORS 93.040(1) STATEMENT: ORS 93.040 Warning. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS

INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 (Definitions for ORS 30.930 to 30.947), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

So Granted by Grantor(s) James and Reta Holder, and so Accepted by Grantee(s) Nathan and Heather Clausen:

<u>James F Holder</u> Signature of James Holder	<u>2-17-14</u> Date Signed
<u>Reta Holder</u> Signature of Reta Holder Reta Holder <i>not</i>	<u>2/17/14</u> Date Signed
<u>Nathan Clausen</u> Signature of Nathan Clausen	<u>2/18/14</u> Date Signed
<u>Heather Clausen</u> Signature of Heather Clausen	<u>2/4/2014</u> Date Signed

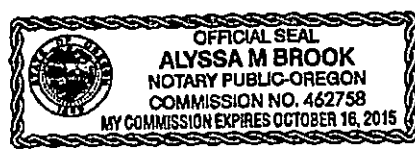
STATE OF OREGON)
)
County of Coos)

)

ss.

not DA This Property Line Adjustment Deed was acknowledged before me by ~~James and Reta~~ ^{2/14/14} Holder and ~~Nathan~~ and Heather Clausen on the date signed above.

Alyssa Brook
Signature of Oregon Notary Public



All-purpose Acknowledgment

STATE OF Oregon, COUNTY OF Cov. 3

On February 17, 2014 before me, the undersigned, a Notary Public
in and for said State, personally appeared

James and Keta Holder

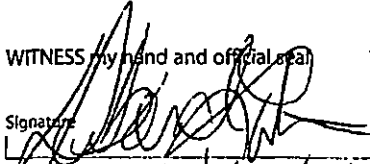
personally known to me ~~OR~~ proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

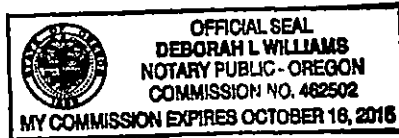
WITNESS my hand and official seal

Signature

Name (type or printed)

My commission expires:


Deborah L. Williams
October 16, 2015



(Seal)

State of Oregon

County of Coos

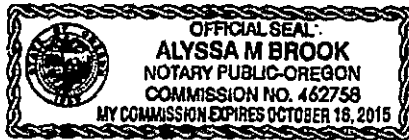
This instrument was acknowledged before me on the 18 of 2014

By Nathan Clausen

Alyssa Brook
Notary Signature

Title FSR

My commission expires: October 16, 2015



Exhibit

1. Adjusted Line Description:

Beginning at a point which is located South 54°30'30" East, 1506.60 feet; South 87°38'00" East, 76.50 feet; North 71°15'00" East, 69.73 feet; North 77°34'00" East, 102.69 feet; North 69°40'00" East, 100.00 feet and South 17°24'00" East, 214.02 feet from the Northwest Corner of Section 14, Township 24 South, Range 13 West of the Willamette Meridian; Thence South 17°24'00" East 252.87 feet to a 5/8" x 30" iron rod with an orange plastic cap marked "Campbell, LS 8300".

2. The Land Being Adjusted:

Real property referred to as Tax Lot 300, Tax Assessors Map 24-13-14, described in Coos County Deed Instrument #2010-10797, being located in North Half of the Northwest Quarter (NW 1/4) of Section 14, Township 24 South, Range 13 West of the Willamette Meridian, Coos County Oregon.

3. Transferred Property:

James and Reta Holder, grantor(s), convey to Nathan and Heather Clausen, grantee(s), all that real property west of the aforementioned "Adjusted Line" to which they have title, per Coos County Deed Instrument #2010-10797

4. Grantor's Adjusted Parcel:

The Resultant Legal Description for the Newly Created Eastern Parcel:

Beginning at an orange plastic cap marked "Campbell, LS 83800" which is located South 54°30'30" East, 1506.60 feet; South 87°38'00" East, 76.50 feet; North 71°15'00" East, 69.73 feet; North 77°34'00" East, 102.69 feet; and North 69°40'00" East, 100.00 feet from the Northwest Corner of Section 14, Township 24 South, Range 13 West of the Willamette Meridian; Thence along the south right-of-way boundary of Ranch Lane North 69°40'00" East, 107.85 feet to a point; Thence North 32°40'00" East, 154.42 feet to a point; Thence leaving said roadway on a course of South 22°20'00" East, 169.34 feet to a point; Thence South 23°56'00" East, 377.89 feet to a point; Thence South 30°51'00" East, along the center of a drainage ditch, 94.03 feet to a point; Thence South 35°29'00" East, along the center of said drainage ditch, 26.64 feet to a point; Thence South 88°30'00" West, 326.30 feet to an orange plastic cap marked "Campbell, LS 83800"; thence North 17°24'00" West, 466.89 feet to the point of beginning.

Containing 3.25 Acres +

5. Grantee's Adjusted Parcel:

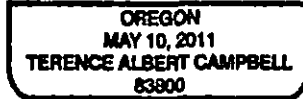
The Resultant Legal Description for the Newly Created Western Parcel:

Beginning at point which is located South 54°30'30" East, 1506.60 feet from the Northwest Corner of Section 14, Township 24 South, Range 13 West of the Willamette Meridian; Thence along the south right-of-way boundary of Ranch Lane South 87°38'00" East, 76.50 feet; to a point; Thence North 71°15'00" East, 69.73 feet to a point; Thence North 77°34'00" East, 102.69 feet to a point; thence North 69°40'00" East, 100.00 feet to an orange plastic cap marked "Campbell, LS 83800; Thence South 17°24'00" East, 466.89 feet to an orange plastic cap marked "Campbell, LS 8300; Thence South 88°30'00" West 273.70 feet to an orange plastic cap marked "Campbell, LS 8300; Thence North 56°07'26" West, 149.49 feet to an orange plastic cap marked "Campbell, LS 83800; Thence North 06°27'00" East, 236.28 feet to a point; Thence North 60°32'00" West 100.20 feet to a point; Thence North 62°37'48" West, 19.96 feet to the point of beginning.

Containing 3.00 Acres ±



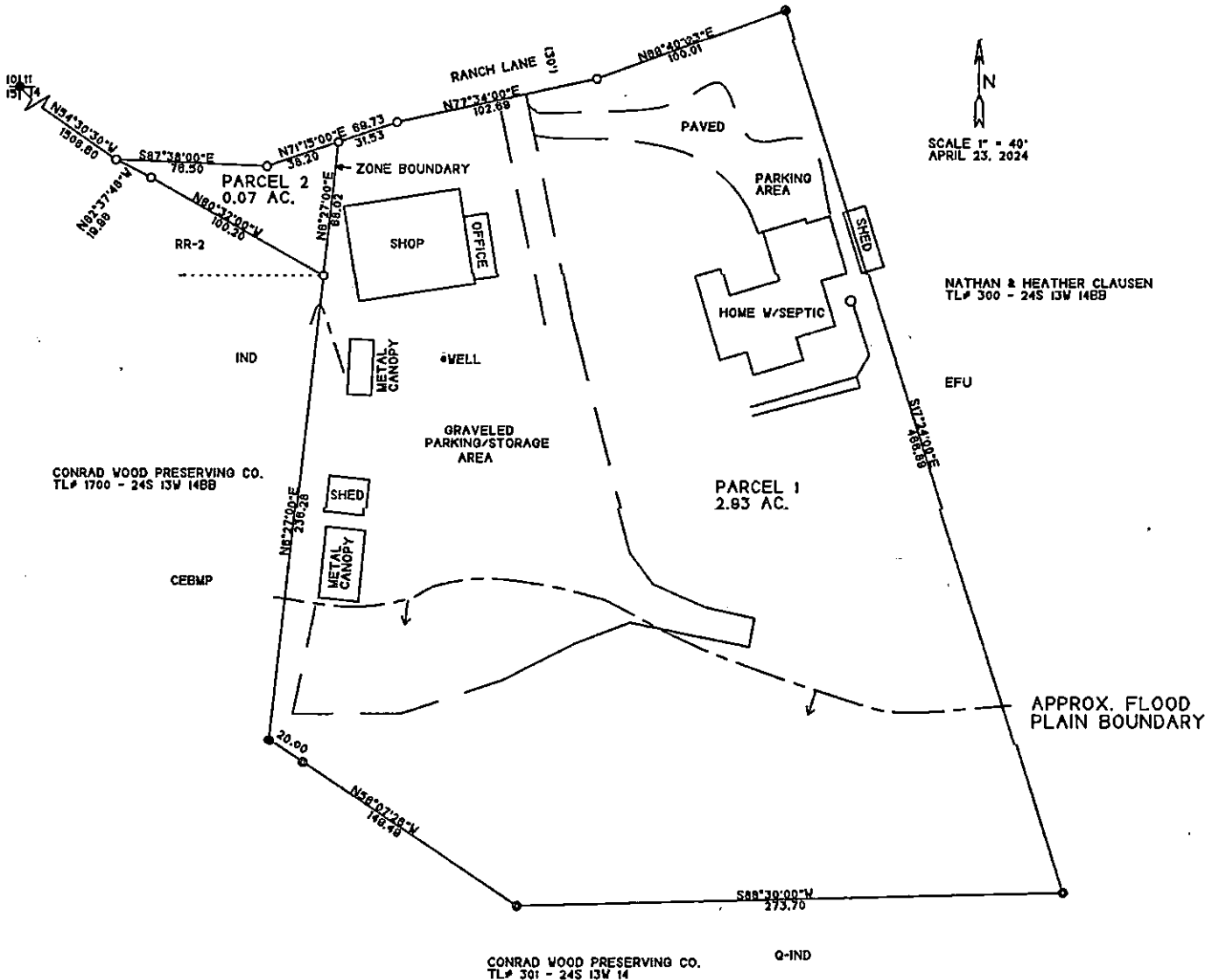
Terence Albert Campbell



RENEWS .

12/31/2015

TENTATIVE PARTITION
 LOCATED IN THE NW1/4 OF SECTION 14.
 T.24S.. R.13W.. W.M.. COOS COUNTY, OREGON
 (T.L. 1200 - 24S 13W 14BAS - ACCT.# 169301 - 3.00 ACRES)



PREPARED FOR:
 NATHAN & HEATHER CLAUSEN
 93562 RANCH LANE
 NORTH BEND, OR 97459

PREPARED BY:
 MULKINS & RAMBO, LLC
 P.O. BOX 809
 NORTH BEND, OR 97459

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Troy J. Rambo
 OREGON
 24741098
 TROY J. RAMBO
 2865
 RENEWAL 12-31-2024

SCALE 1" = 40'
 APRIL 23, 2024

NATHAN & HEATHER CLAUSEN
 TL# 300 - 24S 13W 14BB

LEGEND

- ⊙ RECORD 5/8" REBAR PER CS# 7852
- PROPOSED CORNER

NOTE: ALL BEARINGS AND DISTANCES ARE FROM CS# 7852

NOTES

- ZONE - EFU & RR-2
- WATER - PARCEL 1 - EXISTING WELL
 PARCEL 2 - NO PLANNED SYSTEM
- SEWAGE DISPOSAL - PARCEL 1 - EXISTING SYSTEM FOR HOUSE
 PARCEL 2 - NO PLANNED SYSTEM
- SETBACKS - 35 FT. FROM CENTERLINE OR 5 FT. FROM THE RIGHT OF WAY, WHICHEVER IS GREATER
- ACCESS - RANCH LANE
- TOPOGRAPHY - VARIABLE SLOPES
- POWER, PHONE - ONSITE

PROPERTY SUBJECT TO

- MR# 81-3-3054 - ROAD MAINTENANCE AGREEMENT - RANCH LANE
- INST.# 2022-08626 - TRUST DEED
- INST.# 2024-00957 - MODIFICATION OF TRUST DEED