



# COOS COUNTY CONDITIONAL USE LAND USE APPLCIATION

**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](mailto:PLANNING@CO.COOS.OR.US) PHONE: 541-396-7770**

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)*

Date Received: \_\_\_\_\_ Receipt #: \_\_\_\_\_ Amount: \_\_\_\_\_ Received by: \_\_\_\_\_

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

**Applications shall be submitted by the property owner or a purchaser under a recorded land sale contract. "Property owner" means the owner of record, including a contract purchaser.**

**The application shall include the signature of all owners of the property.**

**A legal representative may sign on behalf of an owner upon providing evidence of formal legal authority to sign.**

## LAND INFORMATION

### A. Property Owner(s)

Mailing address:

Phone:

Email:

Township: 32 Range: \_\_\_\_\_ Section: \_\_\_\_\_ ¼ Section: \_\_\_\_\_ 1/16 Section: \_\_\_\_\_ Tax lots: \_\_\_\_\_

32

Tax Account Number(s):

Zone: Select Zone

Tax Account Number(s)

### B. Special Districts and Services

Water

Sewage Disposal

School

Fire District

### C. Type of Application (s) please consult with staff to determine prior to submittal

Administrative Conditional Use for

Hearings Body Conditional Use for

Historical, Cultural and Archaeological Resources, Natural Areas of Wilderness

Beaches and Dunes

Non-Estuarine Shoreland Boundary

Significant Wildlife Habitat

Natural Hazards

Flood

Landslide

Liquefaction

Erosion

Wildfires

Airport Surfaces Overlay

Variance to which standard

Include the supplemental application with all criteria addressed. If you require assistance with the criteria please contact a land use attorney or professional consultant. Property information may be obtained from a tax statement or can be found on the County Assessor's web page 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. **PROPOSAL AND CRITERIA:** A written statement of intent, attached to this application, with necessary supporting evidence which fully and factually describes the following:

1. Project summary and details including time limes.
2. 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. This shall be addressed on the supplemental criteria page (see staff for criteria).

II. **PLOT PLAN OR SKETCH PLAN:** A detailed drawing delineating the following:

- Owner's name, address, and phone number, map and Tax lot number
- North Arrow and Scale - using standard engineering scale.
- Accurate shape and dimensions of parcel, development site, including the lengths of the all property lines.
- Any adjacent public or private roads, all easements and/or driveway locations. Include road names. Driveway location and parking areas, including the distance from at least one property line to the intersection of the driveway and the road (apron area);
- All natural features, which may include, but are not limited to water features, wetlands, ravines, slope and distances from features to structures.
- Existing and proposed structures, water sources, sewage disposal system and distances from these items to each other and the property boundaries.

III. **DEED:** A copy of the current deed, including the legal description, of the subject property.

IV. **CERTIFICATION:** 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 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. If the property owner would like staff to contact a legal representative or consultant please provide the contact information using a consent form.

For signature, please see page 11 and 12.

**PROPERTY OWNER SIGNATURES REQUIRED FOR PROCESSING**

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**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: \_\_\_\_\_

Type of Access: \_\_\_\_\_ Name of Access: \_\_\_\_\_

Is this property in the Urban Growth Boundary? \_\_\_\_\_

Is a new road created as part of this request? \_\_\_\_\_

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-

## 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: Choose a Service-Type.

Sewage Disposal Type: Choose a Type.

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: \_\_\_\_\_

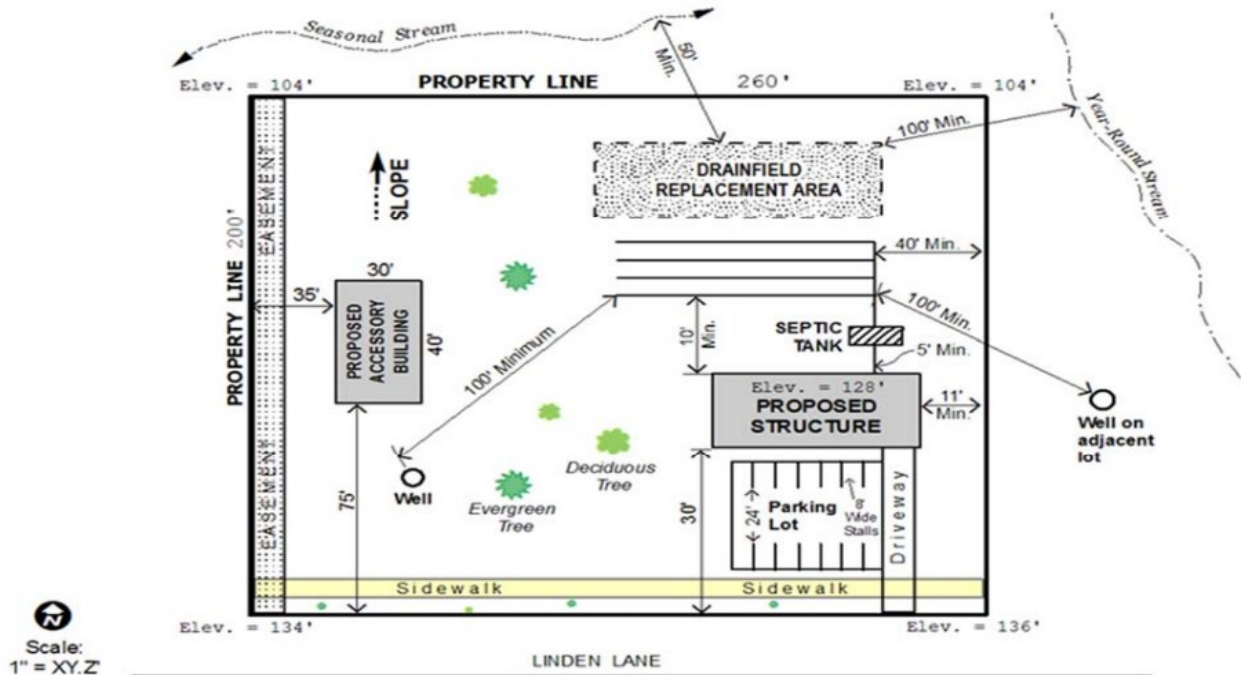
Staff Signature: \_\_\_\_\_

- 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:

Plot Plan  
The grid for the plot plan is found on the next page

**SAMPLE PLOT PLAN**



**ITEMS THAT MUST BE ON THE PLOT PLAN:**

At a minimum, the site plan should provide information on the following items:

- Existing and proposed lot lines, lot or parcel numbers, and acreage/square footage of lots.
- Dimensions of all illustrated features (i.e. all structures, septic systems, driveways, roads, etc.)
- Significant natural features (slopes greater than 20%, geologic hazards, wetlands, drainage ways, rivers, streams, and the general location of existing trees, etc.).
- Existing easements (access, storm drainage, utility, etc.).
- Existing and proposed (structures, outbuildings, septic, etc.) on site and on adjoining properties.
- Existing and proposed road locations including widths, curbs, and sidewalks.
- Existing and proposed driveway approach locations on site, existing driveway approaches on adjoining properties on the same side of the street, and existing driveway approaches across the street from the site.
- Contiguous properties under the same ownership.
- General predevelopment topographical information (minimum 10' contour intervals).
- Location of utilities.
- If redevelopment is viable in the future, a redevelopment plan should be included.
- Preliminary site utility plan.
- Please add any additional Road or parking items from the parking form.

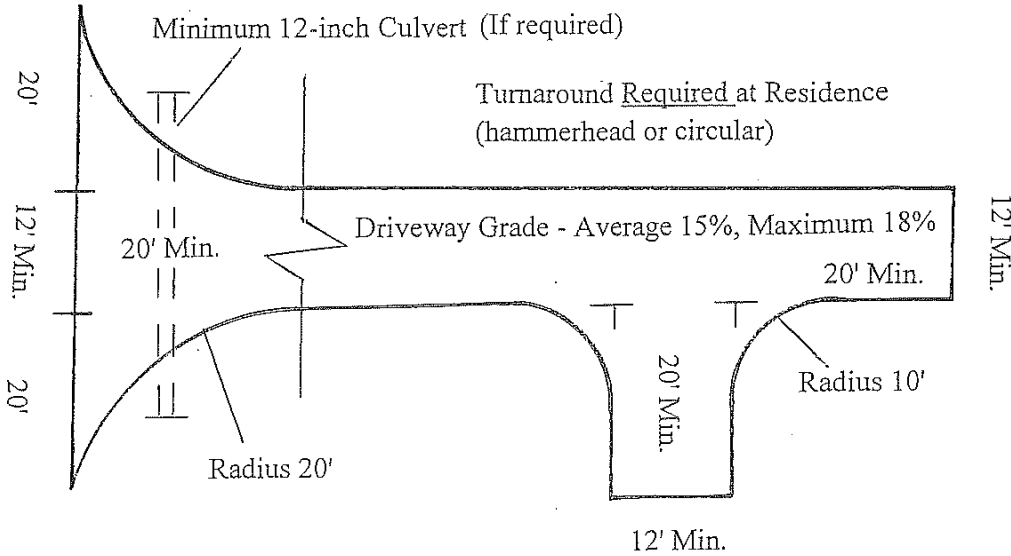
**ADDITIONAL DRIVEWAY, ROAD, PARKING STANDARDS**  
**DRIVEWAY STANDARDS DRAWING – SINGLE RESIDENCE**

Sight Distance Requirements (at the approach entrance)

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

All Weather Surface – minimum 4 – inches aggregate base or as required by Roadmaster.

Figure 7.1.425



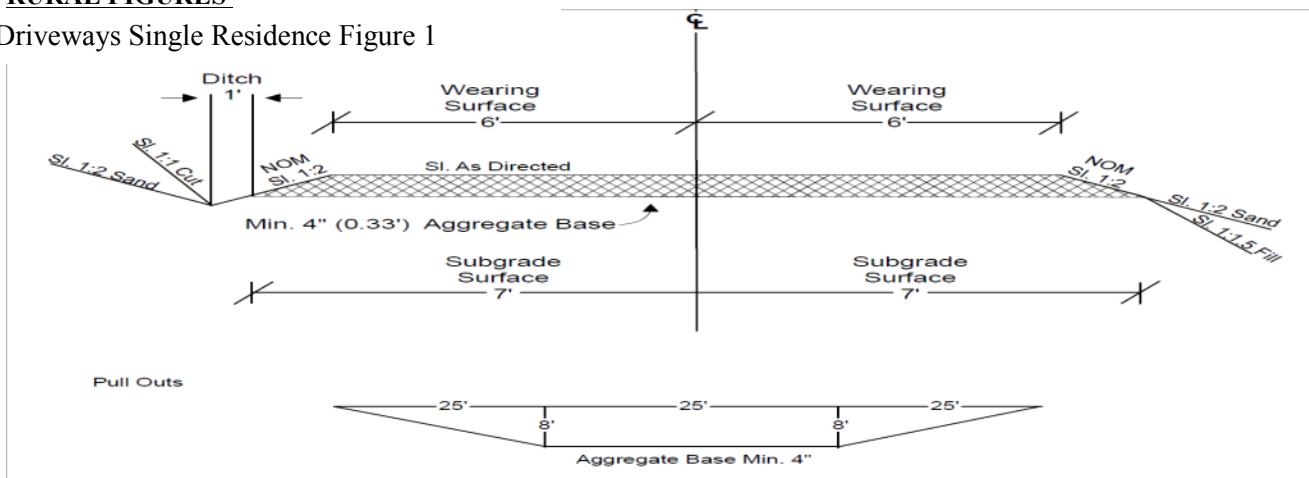
Construct appropriate ditches to prevent water runoff from discharging from the land onto a public road under county jurisdiction. Pursuant to ORS 368.256 the creation of a road hazard prohibited.

If driveway is over 1,000 ft., a pullout is required every 600 ft.

If a driveway cannot meet the maximum 18% grade then a legal agreement may be signed and recorded at the County Clerk's office releasing the County from any liability from such driveway development. This document must be referenced on the property deed to allow future purchasers know that the driveway does meet standard. A sign shall be placed at the bottom of the driveway to warn any users of the driveway that it is not built to standard. Proof must be filed with the Planning and Road Department that the documents have been filed and a sign has been placed. The form located on the following page must be completed, signed and recorded prior to any land use authorizations.

**RURAL FIGURES**

Driveways Single Residence Figure 1



FORESTRY, MINING OR AGRICULTURAL ACCESS:

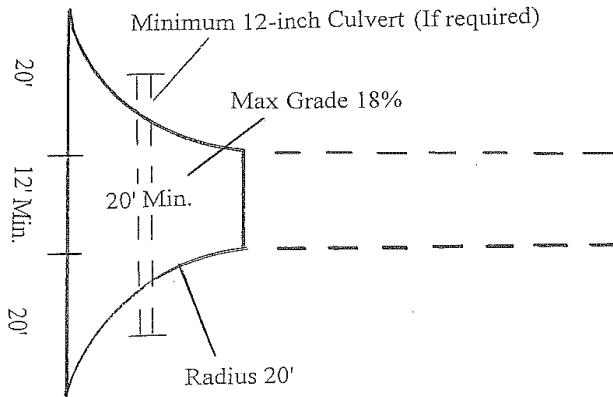
A private road which is created to provide ingress or egress in conjunction with the use of land for forestry, mining or agricultural purposes shall not be required to meet minimum road, bridge or driveway standards set forth in this ordinance, nor are such resource-related roads, bridges or driveways 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

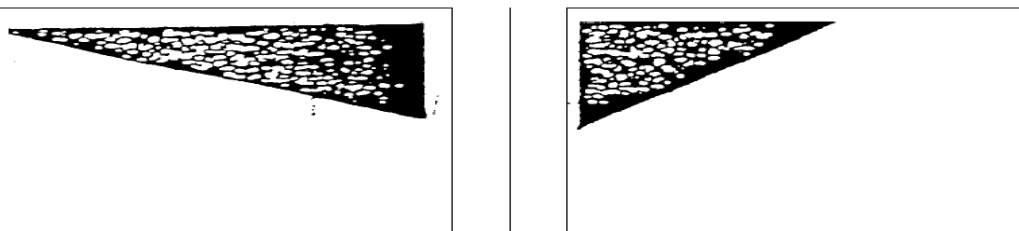
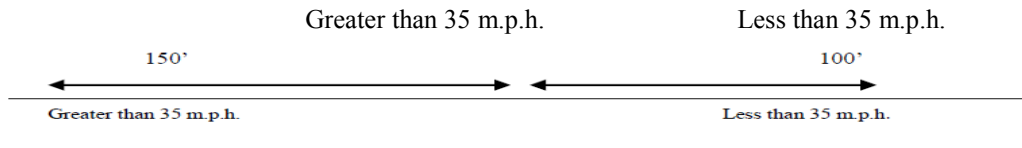


Construct appropriate ditches to prevent water runoff from discharging from the land onto a road under county jurisdiction. Pursuant to ORS 368.256 creation of a road hazard is prohibited.

**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
<b>Figures</b>	A	B	C	D	E
<b>Single row of Parking</b>					
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'
<b>Figures #'s</b>					
	F	G	H	I	J
<b>Two Rows of Parking</b>					
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.**

# NARRATIVE:

Upon submitting the Lawfully Created Unit of Land Determination and PLA applications it was requested to submit a Discrete Parcel Determination. Upon review it was deemed necessary to submit a Validation unit of Land application. We request canceling the Lawfully Created Unit of Land Determination and PLA applications and applying the balance towards this Validation Unit of Land Determination fee.

It is our intent to comply with the applicable criteria (within the CCZLDO) to divide a tract consisting of three legal lots (indicated on the included site plans), into two legal parcels making it lawful to sell. Final acreage for division is subject to surveyor verification. Each of the three lawfully created lots existed before land use laws were established in 1949 and continue to exist. This process would have been possible in 1992 at the time of the conveyance of deed 92-06-1148. The tract division requirements(single division), minimum acreage requirements(greater than 80), and access requirements(included as attachments) all conform to county code.

The parcels are forest resource land and no development is proposed. The purpose of this application is to establish the lawful conveyance of 92-06-1148.

A detailed lot of record evaluation is included just below the proposed single lot partition maps.

Even though two lots were created by the partition Weyerhaeuser does not own Tax Lot 701 and this lot is NOT being validated. The remaining acreage in the western portion of Weyerhaeuser's Tax Lot 700 (That portion of Tax Lot 700 in Sections 17 and 18) is being validated by a proposed single lot partition.

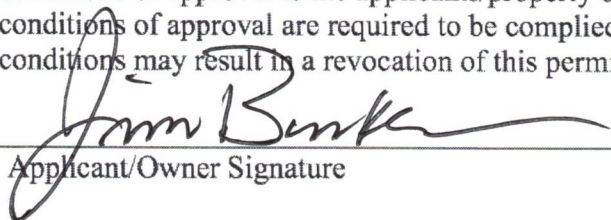
V. ATTACHED WRITTEN STATEMENT. With all land use applications, the "burden of proof" is on the applicant. It is important that you provide information that clearly describes the nature of the request and indicates how the proposal complies with all of the applicable criteria within the Coos County Zoning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

- A.  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.
- B.  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
- C.  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.

  
Applicant/Owner Signature

\_\_\_\_\_  
Applicant/Owner Signature

SIGNING AUTHORITY

WEYERHAEUSER COMPANY

CERTIFICATE OF AUTHORITY AND INCUMBENCY

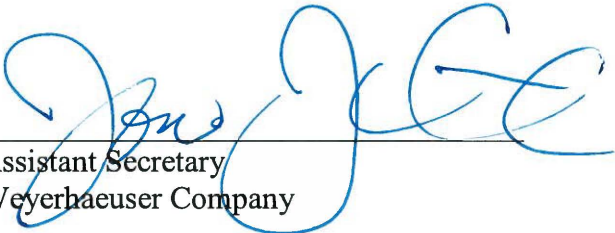
I, Jose J. Quintana, Assistant Secretary of Weyerhaeuser Company (the "Company"), a corporation organized under the laws of the State of Washington, do hereby certify that:

(1) I am the duly appointed and qualified Assistant Secretary of the Company and as such Assistant Secretary I have access to the corporate and stock books and the corporate seal of the Company and its subsidiaries; and

(2) I have reviewed the Bylaws and Delegations of Authority Policy of Weyerhaeuser Company and its subsidiaries and confirm that Scott M. Dahlquist, Senior Director of Land Asset Management, Craig Crawford, Senior Land Asset Manager, James Bunker, Senior Land Asset Manager and Don Calcote, Land Asset Manager, have been duly delegated the authority on behalf of the Company to execute and deliver land use applications for properties located in the states of Oregon and Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 10<sup>th</sup> day of September, 2019.



  
Assistant Secretary  
Weyerhaeuser Company

Coos County Planning  
Land Division Supplemental Application

VI. Additional Information Required –

1. Lien holder(s) name: **Weyerhaeuser Co.**
  
2. List of Easements and type: **Access to Weyerhaeuser owned land included**
  
- N/A 3. Covenants or Deed Restrictions that apply:
  
4. Legal Access and maintenance agreements: **Access easements included**
  
- N/A 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.
  
- N/A 6. Does the property current have water, sewer or on-site septic, Development?
  
- N/A 7. Is the applicant requesting the Planning Director to waive the water requirements  yes  no, and if yes please explain why.
  
- N/A 8. Are there natural hazards that apply to this property?
  
- N/A 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.
  
- N/A 10. Is this property with the Beaches and Dunes? If so, this feature shall be identified and a noted that additional criteria may apply.

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;
- N/A No New Easements Required 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

- N/A 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

- N/A  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.

N/A

- 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.

N/A Not A Subdivision

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:

N/A Not A Subdivision

- 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.

N/A Only one partition proposed for next three years

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:

This will be a condition of approval.	<ul style="list-style-type: none"> <li>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.</li> <li>b. The preliminary plan shall be approved if the Approving Authority finds the following: <ul style="list-style-type: none"> <li>i. The information required by this Article has been provided;</li> <li>ii. The design and development standards of Chapter 6 have been met;</li> <li>iii. Applicable transportation standards in chapter VII have been or will be complied with;</li> </ul> </li> </ul>
Complies with 80 acre minimum	<ul style="list-style-type: none"> <li>iv. Minimum parcel/lot sizes and requirements have been complied with for the zoning district.</li> </ul>
N/A Only One Division	<ul style="list-style-type: none"> <li>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.</li> </ul>
N/A This division is to make a forest parcel lawful in order to sell. No development is proposed. No public services are needed in this remote area.	<ul style="list-style-type: none"> <li>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: <ul style="list-style-type: none"> <li>i. Protection of the public from the potentially deleterious effects of the proposed development; or</li> <li>ii. Fulfillment of the need for public service demands created by the proposed development.</li> </ul> </li> </ul>
N/A This property has existing access roads for logging purposes. Utilities are not required.	<ul style="list-style-type: none"> <li>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: <ul style="list-style-type: none"> <li>i. roadway and plat design modifications;</li> <li>ii. utility design modifications;</li> <li>iii. conditions deemed necessary to provide safeguards against documented geologic hazards; and/or</li> <li>iv. Other conditions deemed necessary to implement the objectives of the Comprehensive Plan.</li> </ul> </li> </ul>

PRELIM SHOWIN  
WEYERHAEUSER AS  
OWNER OF SUBJECT  
LOT



**First American Title Insurance Company**  
**National Commercial Services**  
**3455 Peachtree Road NE, Suite 675**  
**Atlanta, Georgia 30326**

Escrow Officer: **Pablo Iglesias**  
Phone: **(404)720-3040**  
Fax:  
E-mail **PIglesias@firstam.com**

File No: **NCS-1088043CO2-ATL**

Title Officer: **Kerri Lockwood**  
Phone: **(404)720-3038**  
Fax:  
E-mail **klockwood@firstam.com**

File No: **NCS-1088043CO2-ATL**

### PRELIMINARY TITLE REPORT

Property Address: Portion of Tax Lot 400 T31-11-18 by PLA [2021-08796](#) OR

ALTA Owners Standard Coverage	Liability	\$	72,000.00	Premium	\$	366.00
ALTA Owners Extended Coverage	Liability	\$		Premium	\$	
ALTA Lenders Standard Coverage	Liability	\$		Premium	\$	
ALTA Lenders Extended Coverage	Liability	\$		Premium	\$	
ALTA Leasehold Standard Coverage	Liability	\$		Premium	\$	
ALTA Leasehold Extended Coverage	Liability	\$		Premium	\$	
Endorsements	Liability	\$		Premium	\$	
Govt Service Charge				Cost	\$	
Other					\$	

Proposed Insured: HTFF OR-T, LLC, a Delaware limited liability company

We are prepared to issue Title Insurance Policy or Policies in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit "A" attached hereto.

and as of March 8, 2022 at 7:30 a.m., [title to the Fee Simple estate is vested in:](#)

**Weyerhaeuser Company, a Washington company**

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

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

**The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.**

**In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:**

- A. Survey or alternative acceptable to the company
- B. Affidavit regarding possession
- C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
  - i. Satisfactory evidence that no construction liens will be filed; or
  - ii. Adequate security to protect against actual or potential construction liens;
  - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon

Tax Information:

Taxes assessed under Code No. 3101 Account No. 1422904 Map No. 31-11W-18-00400

NOTE: The 2021-2022 Taxes: \$981.97, are Paid (Covers Additional Property)

6. INTENTIONALLY DELETED.
7. The assessment roll and the tax roll disclose that the premises herein described were specially assessed as Forest Land. If the Land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last five (5) or lesser number of years in which the land was subject to the special land use assessment.
8. Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high water line of South Fork Coquille River, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property

now or at any time lying beneath the waters of South Fork Coquille River.

All matters arising from any shifting in the course of South Fork Coquille River including but not limited to accretion, reliction and avulsion.

9. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
10. Right of Way and Road Use Agreement, including the terms and provisions thereof,  
Recorded: November 14, 1962  
Book: 297, Page: 220  
Instrument No.: [43707](#)  
By and Between: Howard J. Coldiron and Coos Bay Timber Co.  
  
First Supplement, including the terms and provisions thereof,  
Recorded: March 15, 1963  
Book: 299, Page: 643  
Instrument No.: [45930](#)
11. Easement Exchange, including the terms and provisions thereof,  
Recorded: April 12, 2007  
Instrument No.: [2007-4634](#)  
Between: Menasha Forest Products Corporation, a Delaware Corporation  
And: Plum Creek Timberlands, L.P., a Delaware limited partnership  
  
Re-recorded: April 14, 2009  
Instrument No.: [2009-3344](#)
12. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Coos County  
Recorded: July 28, 2010  
Instrument No.: [2010-6823](#)
13. INTENTIONALLY DELETED
14. The Company will require a copy of the Operating Agreement (including any approvals of withdrawal of member(s) or acceptance of new member(s)) and the Articles of Organization of HTFF OR-T, LLC, a Delaware limited liability company for its examination prior to closing. Any conveyance or encumbrance of the Limited Liability Company's property must be executed by all of the members unless otherwise provided for in the Operating Agreement.  
  
The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
15. The Company will require verification the Operating Agreement of HTFF OR-T, LLC, a Delaware limited liability company is in full force and effect, includes all amendments and that it has not been revoked or terminated.

-END OF EXCEPTIONS-

**INFORMATIONAL NOTES**

NOTE: This report does not include a search for financing statements filed in the office of the Secretary of State in this or any other State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a financing statement is filed in the office of the County Clerk (Recorder) covering timber on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system.

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:

HTFF OR-T, LLC, a Delaware limited liability company

NOTE: We find the following deed affecting said Land recorded within 24 months of the date of this report:

Document:	Property Line Adjustment Deed
Grantor:	Weyerhaeuser Company, a Washington corporation, successor by merger to Plum Creek Timberlands, L.P.
Grantee:	Ruby E. Lively, as Trustee of The Ruby E. Lively Living Trust
Recorded:	September 5, 2021
Instrument No.:	<a href="#">2021-08796</a>

NOTE: THIS IS A TITLE ONLY ORDER, and as such this office will not be performing any escrow functions such as document preparation, wiring or payoff information, signings, closing protection letters and/or sub-escrows. For questions pertaining to your escrow, Please contact: First American Title Company

Address: National Commercial Services, Six Concourse Pkwy, Ste 2000, Atlanta, GA 30326

Phone No.: (770) 390-6515

Reference: NCS-1088043COO

(If full escrow functions are needed on this transaction by this office, please contact us immediately.)  
(To release recordings for title only files, please contact our recording desk at (541)672-6651 or email [roseburgrecorder@amerititle.com](mailto:roseburgrecorder@amerititle.com))

NOTE: This Report No. 4 was updated to reflect the following changes:

1. Add Buyer
2. Add Sales Amount
3. Remove Exception No. 13
4. Bring Current

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: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTE: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.

THIS PRELIMINARY TITLE REPORT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE  
WE KNOW YOU HAVE A CHOICE!**



## **First American Title Insurance Company of Oregon**

### **SCHEDULE OF EXCLUSIONS FROM COVERAGE**

#### **1. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

#### **2. American Land Title Association OWNER POLICY - 2006 EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## Exhibit "A"

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

THE FOLLOWING DESCRIBED PROPERTY LYING IN TOWNSHIP 31 SOUTH, RANGE 11 WEST, OF THE WILLAMETTE MERIDIAN OF COOS COUNTY, OREGON:

SECTIONS 18 & 19:

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING WITHIN SECTIONS 18 AND 19, TOWNSHIP 31 SOUTH, RANGE 11 WEST, WILLAMETTE MERIDIAN, COOS COUNTY, OREGON:

A TRACT OF LAND IN SECTIONS 18 AND 19, TOWNSHIP 31 SOUTH, RANGE 11 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON AND IN SECTION 13, TOWNSHIP 31 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES 367.5 FEET SOUTH OF THE SECTION CORNER COMMON TO SECTIONS 13 AND 24, TOWNSHIP 31 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON AND SECTIONS 18 AND 19, TOWNSHIP 31 SOUTH, RANGE 11 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE ALONG THE NORTH RIVERS EDGE OF THE SOUTH FORK OF THE COQUILLE RIVER AS FOLLOWS: SOUTH 62° 30' EAST 76.9 FEET; THENCE NORTH 77° 15' EAST 213.9 FEET; THENCE NORTH 48° 00' EAST 94 FEET; THENCE NORTH 88° 00' EAST 163.7 FEET; THENCE SOUTH 75° 00' EAST 45 FEET; THENCE NORTH 89° 30' EAST 135.3 FEET; THENCE NORTH 36° 25' EAST 634.7 FEET; THENCE NORTH 27° 05' WEST 169 FEET; THENCE NORTH 30° 35' WEST 660 FEET; THENCE NORTH 05° 35' WEST 162 FEET; THENCE NORTH 09° 25' EAST 114 FEET; THENCE NORTH 31° 25' EAST 305.8 FEET; THENCE NORTH 05° 35' WEST 664 FEET TO THE SOUTH BOUNDARY OF THE COOS BAY TIMBER CO.'S RAILROAD RIGHT OF WAY; THENCE ALONG AND ADJOINING AND FOLLOWING THE RAILROAD RIGHT OF WAY AS FOLLOWS: FOLLOWING THE ARC OF A 14° 14' CURVE RIGHT FOR 137.6 FEET; THENCE SOUTH 74° 58' WEST 37 FEET; THENCE FOLLOWING THE ARC OF A 13° 12' CURVE LEFT FOR 387.2 FEET; THENCE SOUTH 24° 51' WEST 306 FEET; THENCE FOLLOWING THE ARC OF A 12° 42' CURVE RIGHT FOR 349 FEET; THENCE SOUTH 69° 11' WEST 554 FEET TO THE EAST BOUNDARY OF THE W. L. MCDONALD DONATION LAND CLAIM; THENCE SOUTH ALONG THE EAST BOUNDARY OF THE W. L. MCDONALD DONATION LAND CLAIM 305.72 FEET; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE W. L. MCDONALD DONATION LAND CLAIM 777.24 FEET TO THE NORTH RIVERS EDGE OF THE SOUTH FORK OF THE COQUILLE RIVER; THENCE ALONG NORTH RIVERS EDGE AS FOLLOWS: SOUTH 40° 45' EAST 117 FEET; THENCE SOUTH 64° 45' EAST 100 FEET; THENCE SOUTH 60° 45' EAST 129 FEET; THENCE SOUTH 80° 45' EAST 119 FEET; THENCE NORTH 88° 50' EAST 139.9 FEET TO THE NORTHWEST CORNER OF THE EDGAR SMALLEY PROPERTY; THENCE NORTH 35° 38' EAST 113 FEET; THENCE SOUTH 61° 22' EAST 25 FEET; THENCE SOUTH 50° 05' EAST 277 FEET TO THE NORTH LINE OF SECTION 24; THENCE EAST ALONG THE NORTH LINE OF SECTION 24, A DISTANCE OF 435.5 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 2; THENCE SOUTH 367.5 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING: THAT PORTION OF REAL PROPERTY CONVEYED TO HALEY & HALEY, INC., BY INSTRUMENT, RECORDED FEBRUARY 1, 1974, BEARING MICROFILM REEL NO. 74-2-95912, RECORDS OF COOS COUNTY, OREGON.

ALSO EXCEPTING THEREFROM: THAT PORTION CONVEYED TO RUBY E. LIVELY, TRUSTEE OF THE RUBY E. LIVELY LIVING TRUST IN PROPERTY LINE ADJUSTMENT DEED, RECORDED JULY 8, 2016, RECORDER'S NO. 2016-06477, AND BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN COOS COUNTY DEED RECORDS, RECORDER'S NO. 2001-13724, BEING ADJUSTED TO THAT PARCEL OF LAND DESCRIBED IN COOS COUNTY DEED RECORDS, RECORDER'S NO. [2015-08181](#). LOCATED IN THE

SOUTHWEST QUARTER OF SECTION 18 AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 11 WEST, WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8 INCH IRON ROD AT THE SOUTHWEST CORNER OF THE LIVELY PARCEL DESCRIBED IN DEED, RECORDER'S NO. [2015-08181](#), ON THE NORTHERN RIGHT OF WAY BOUNDARY OF THE POWERS SOUTH COUNTY ROAD, WHICH BEARS SOUTH 68° 58' 27" EAST 380.72 FEET FROM THE NORTHEAST CORNER OF SECTION 19; THENCE ALONG SAID RIGHT OF WAY BOUNDARY NORTH 89° 21' 51" WEST 106.36 FEET TO A 5/8 INCH IRON ROD; THENCE LEAVING SAID RIGHT OF WAY BOUNDARY NORTH 22° 11' 50" EAST 456.96 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 51° 22' 38" EAST 296.02 FEET TO A 5/8 INCH IRON ROD AT A POINT OF INTERSECTION WITH THE ORIGINAL NORTH BOUNDARY LINE OF THE LIVELY PARCEL DESCRIBED IN DEED, RECORDER'S NO. [2015-08181](#); THENCE ALONG SAID ORIGINAL BOUNDARY LINE NORTH 82° 46' 56" WEST 234.83 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 13° 30' 04" WEST 276.65 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PROPERTY CONVEYED BY PROPERTY LINE ADJUSTMENT DEED, RECORDED AUGUST 5, 2021, BEARING INSTRUMENT NO. [2021-08796](#), RECORDS OF COOS COUNTY, OREGON.

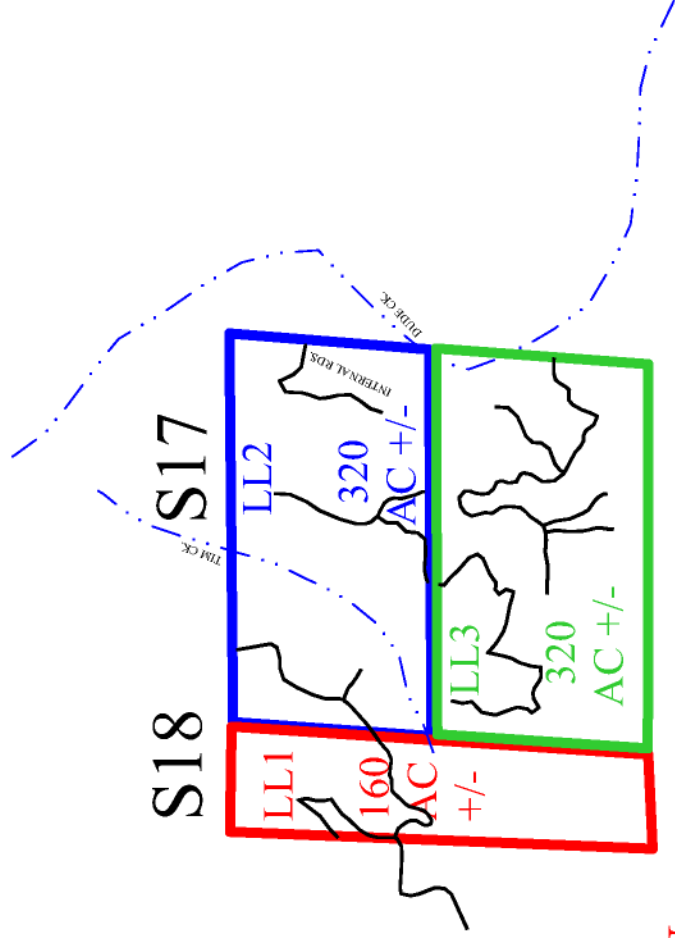
"FOR INFORMATIONAL PURPOSES ONLY, THE FOLLOWING IS INCLUDED"

31-11W-18-00400 (PORTION)



**SITE PLAN  
32S 12W S17,18  
3 LEGAL LOTS**

**MAP #1  
LL1/LL2/LL3  
COMBINED INTO TRACT  
BEFORE DIVISION  
ACREAGE SUBJECT TO  
SURVEYOR VERIFICATION**



NORTH

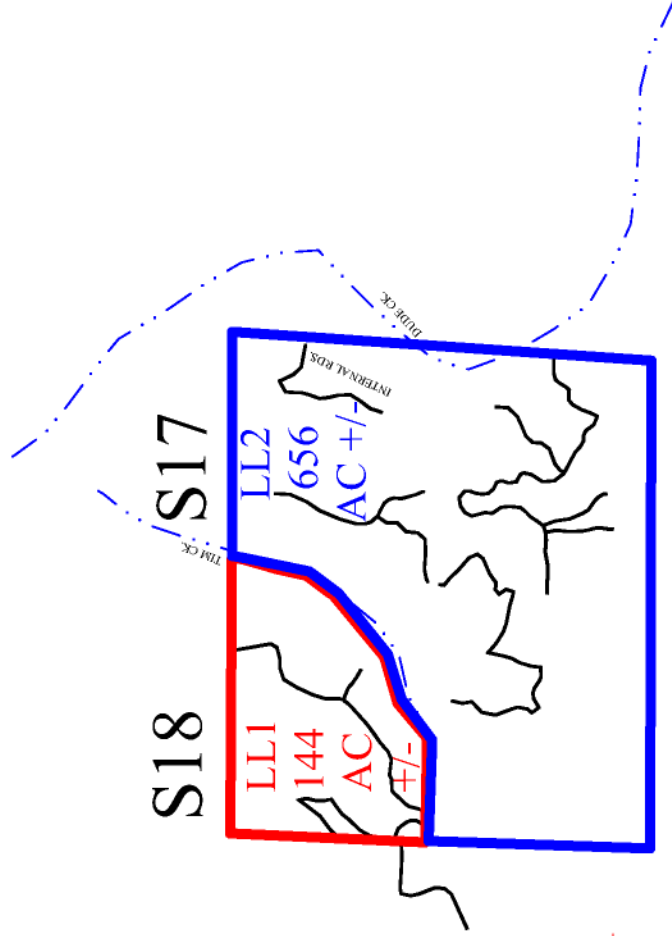


SCALE 1" = 1200'  
PRINT 8X11

**SITE PLAN  
32S 12W S17,18  
2 LEGAL LOTS**

**MAP #2  
LL1/LL2**

**ADJUSTMENT TO TRACT  
ACREAGE SUBJECT TO  
SURVEYOR VERIFICATION**



NORTH



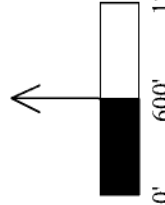
SCALE 1" = 1200'  
PRINT 8X11

**SITE PLAN  
32S 12W S17, 18  
2 LEGAL LOTS**

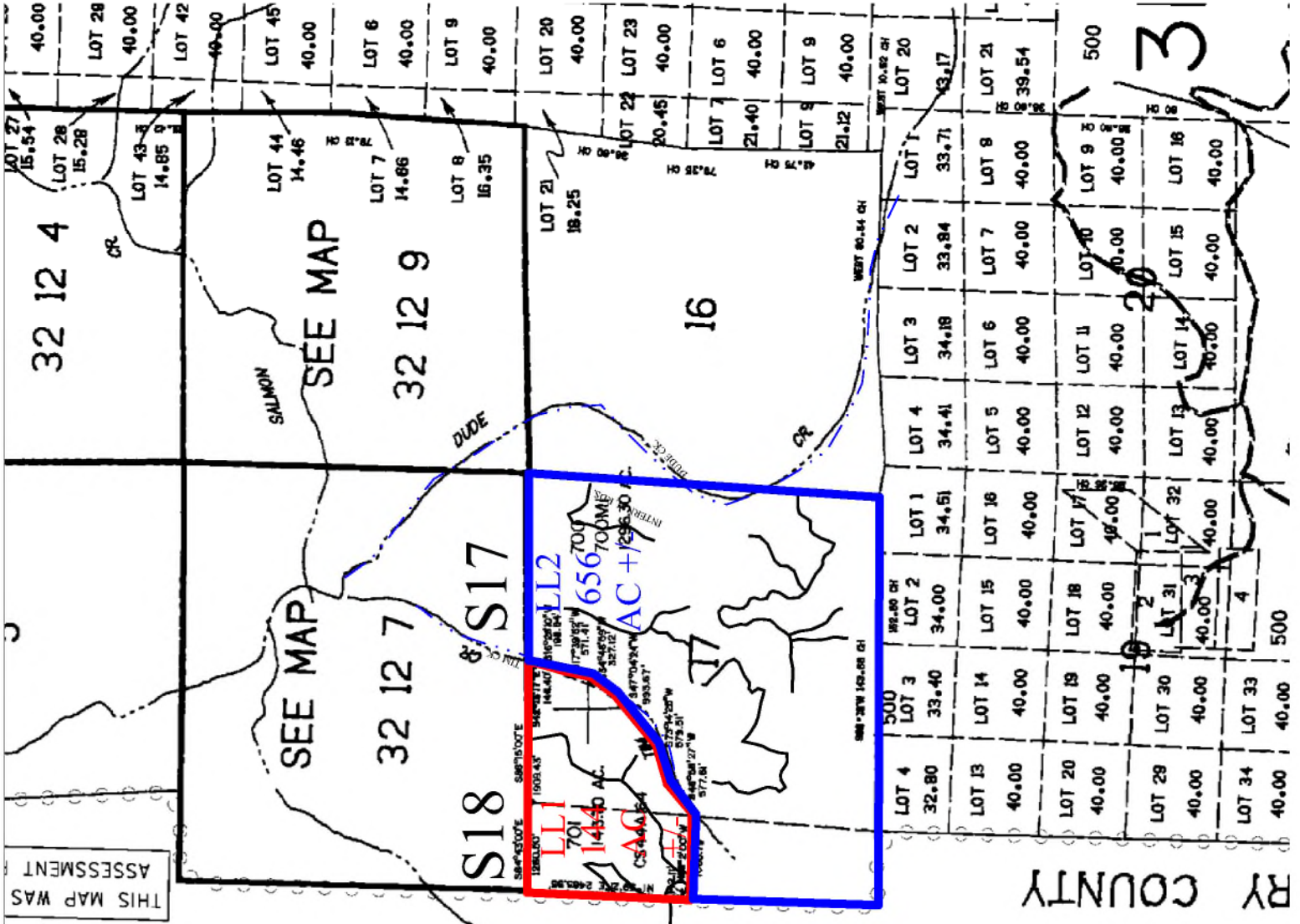
**MAP #2  
LL1/LL2**

**ADJUSTMENT TO TRACT  
ACREAGE SUBJECT TO  
SURVEYOR VERIFICATION**

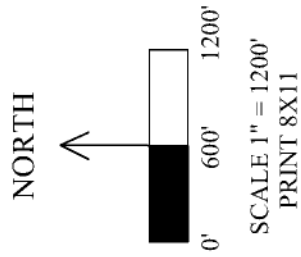
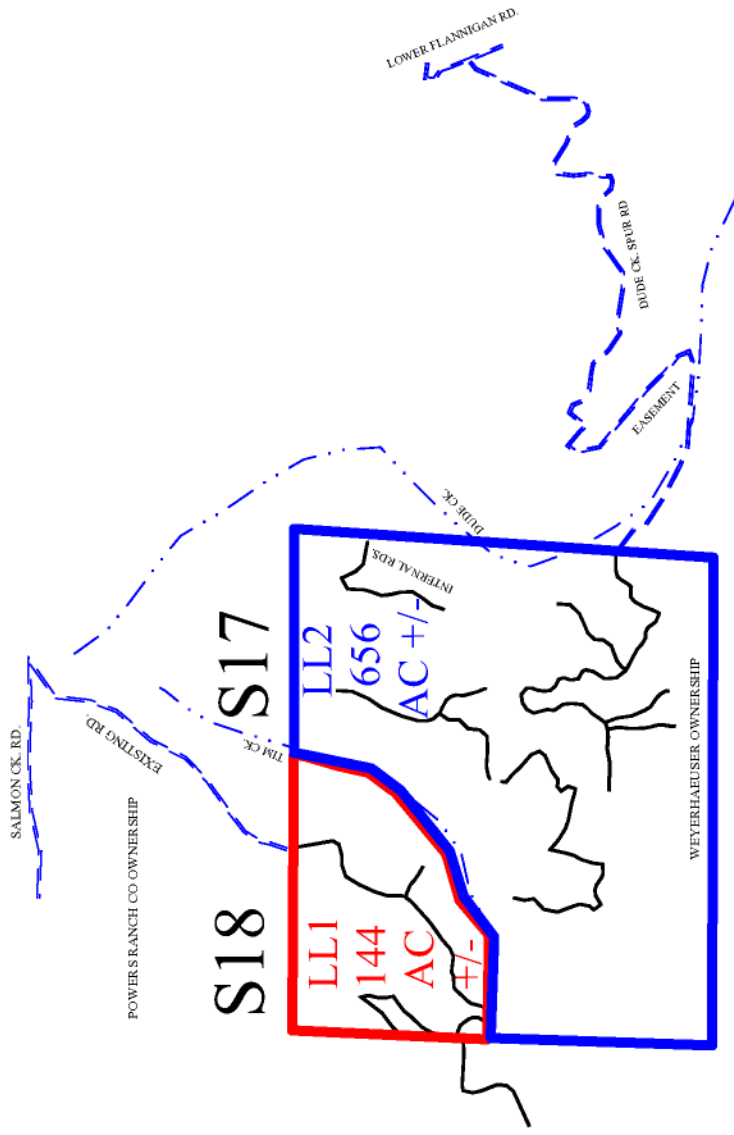
NORTH



SCALE 1" = 1200'  
PRINT 8X11



**SITE PLAN**  
**32S 12W S17,18**  
**2 LEGAL LOTS**  
**EASEMENT FROM**  
**FOREST SERVICE RD.**  
**#9988 TO WEYERHAEUSER**  
**PROPERTY**



## Narrative Lot of Records In Tax Lot 700

Lot #1 was Created By Deed D15/472, State of Oregon to Guerrin, Signed 9/2/1887 and Recorded 9/28/1887. Since it was created it was unlawfully divided by Deed 92-06-1148 signed on 1/20/1992 and recorded in 1992. The division could have been allowed if the owners had applied for the division with the County. This Validation application is being submitted to correct the unlawful division.

Lot #2 was Created By Deed D15/507, State of Oregon to Guerrin, Signed 10/3/1887 and Recorded 10/5/1887. Since it was created it has not been vacated nor further divided.

Lot #3 was Created By Deed 229/175 Coos County to Evans, Signed 8/11/1953 and Recorded 8/18/1953. In 1953 there were no acreage minimums or zoning when Lot #3 was lawfully created in accordance with LUBA "Landwatch Lane County vs Lane County, LUBA 2020-085". After Lot #3 was lawfully created it was unlawfully divided by Deed 92-06-1148 GP to Powers Signed 1/20/1992 and Recorded 6/26/1992. The division could have been allowed at the time as both resulting lots were greater than 80 acres, IF the owners had applied for the division with the County. This Validation application is being submitted to correct the unlawful division.

Lot #4 was Created By Deed 229/175 Coos County to Evans, Signed 8/11/1953 and Recorded 8/18/1953. In 1953 there were no acreage minimums or zoning when Lot #3 was lawfully created in accordance with LUBA "Landwatch Lane County vs Lane County, LUBA 2020-085". After Lot #3 was lawfully created it was unlawfully divided by Deed 92-06-1148 GP to Powers Signed 1/20/1992 and Recorded 6/26/1992. The division could have been allowed at the time as both resulting lots were greater than 80 acres, IF the owners had applied for the division with the County. This Validation application is being submitted to correct the unlawful division.

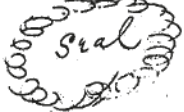
The 1992 division could have been approved if the owners had applied for the division. If a partition had been completed the tract composed of Lots #1, #2 and #3 could have been divided into two parcels:

- north Tax Lot 701 = 144 +/- ac currently owned by Power and NOT being validated
- South portion of Lots #1 and #2 and #3 remaining after 701 removed = 656 +/- ac owned by Weyerhaeuser. This single resulting lot IS being validated.



Therefore, granted by the United States unto the said Edward M. Hoffman  
the tract of Land above described: To Have and to hold the said tract of  
Land, with the appurtenances thereof, unto the said Edward M. Hoffman and  
to his heirs and assigns forever; subject to any vested and accrued -  
water rights for mining, agricultural, manufacturing, or other purposes,  
and rights to ditches and reservoirs used in connection with such water  
rights, as may be recognized and acknowledged by the local customs, laws,  
and decisions of Courts, and also subject to the right of the proprietor of  
a vein or lode to extract and remove his ore therefrom, should the same  
be found to penetrate or intersect the premises hereby granted, as  
provided by Law.

In Testimony Whereof, Grover Cleveland, President of the United States  
of America, have caused this letter to be made Patent, and the seal of the General  
Land Office to be hereunto affixed. Given under my hand, at the City of  
Washington, the twentieth day of June, in the Year of our Lord one  
thousand eight hundred and eighty-five, and of the Independence of the  
United States the one hundred and ninth.



By the President: Grover Cleveland,  
R. M. McLean, Secretary.

Recorded, Vol 5 Page 110. S. W. Clark, Recorder of the General Land Office.

Recorded, at 8<sup>30</sup> A.M. October 22<sup>nd</sup> 1887.  
J. J. Lamb, Clerk. By R. H. Poor deputy.

State of Oregon.

In Consideration of Eight hundred Dollars, paid to the Board of  
Commissioners for the sale of school, university and other State  
Lands, The State of Oregon does hereby grant, bargain, sell and  
convey unto Charlotte N. Guerin, his heirs and assigns, the  
following described Agr. Coll Lands situate in Coos County,  
Oregon, to-wit: The north half of Section Twentieth Township  
thirty-two South, range twelve west of the Will. Mer. Containing

D-15

320 Acres. To Have and To Hold the said premises, with their appurtenances, unto the said Charlotte & Guerin his heirs and assigns forever. Witness the seal of the state, Affixed this 3<sup>rd</sup> day of October 1887.



State Record of Deeds, Book O, page 834.

Sylvester Penney, Governor.  
 Geo. W. McBride, Secretary.  
 G. W. Webb, Treasurer.

Recorded Oct 25<sup>th</sup> 1887. at 8<sup>30</sup> A.M.  
 J. J. Lamb, Clerk. By R. H. Low Deputy.

This Indenture Witnesseth, that Jonas Geller and Mintie G. Geller his wife for the consideration of the sum of one thousand Dollars, to them paid, have bargained and sold, and by these presents do bargain, sell and convey unto J. H. Bogue the following described premises: to-wit: East half of North West quarter and North half of South West quarter of Section No. ten in Township No. twenty nine South of Range thirteen West and containing one hundred and sixty acres of land situated in Coos County State of Oregon.

To Have and To Hold the said premises, with their appurtenances unto the said J. H. Bogue his heirs and assigns forever. And the said Jonas and Mintie Geller do hereby covenant to and with the said J. H. Bogue his heirs and assigns that they are the owners in fee simple of said premises, and that they will defend the same from all lawful claims.

In Witness Whereof we have hereunto set our hands and seals this 24<sup>th</sup> day of Oct. A. D. 1887.

Done in the presence of

Chas Collier

J. H. Mosler

State of Oregon } ss.

County of Coos }

On this, the 24<sup>th</sup> day of Oct. A. D. 1887 personally came before me, a Notary Public in and for said County, the within named Jonas Geller and Mintie G. Geller his wife

Jonas Geller Seal  
 Mintie G. Geller Seal

State of Oregon.

In consideration of Four Hundred Dollars paid to the Board of Commissioners for the Sale of School, University and other State Lands, the State of Oregon does hereby grant, bargain, sell and convey unto A Harry Guerin his heirs and assigns, the following described School lands Situate in Croas County, Oregon, to wit: The East Half of Section Sixteen Township Thirty-two South, Range Twelve West of the Will. Mer. Containing 820 Acres. To have and to hold the said premises, with their appurtenances, unto the said A Harry Guerin his heirs and assigns forever.

Witness the Seal of the State, affixed this 2<sup>d</sup> day of September 1887

Seal

Sylvester Pennoyer Governor.  
Geo. W. Mc Bride Secretary  
G. W. Webb Treasurer.

State Record of Deeds, Book O, Page 780.

Recorded September 28<sup>th</sup> 1887.

J. J. Lamb, County Clerk

State of Oregon.

In consideration of Eight Hundred Dollars, paid to the Board of Commissioners for the sale of School, University and other State Lands, the State of Oregon does hereby grant, bargain, sell and convey unto W<sup>m</sup> S. Guerin his heirs and assigns, the following described Agr. College lands Situate in Croas County, Oregon, to wit: The South Half of Section Seventeen, Township Thirty-two South, Range Twelve West of the Will. Mer. containing 320 acres.

To have and to hold the said premises, with their appurtenances, unto the said W<sup>m</sup> S. Guerin his heirs and assigns forever.

Witness the Seal of the State, affixed this 2<sup>d</sup> day of September 1887.

Seal

Sylvester Pennoyer Governor.  
Geo. W. Mc Bride Secretary.  
G. W. Webb Treasurer.

State Record of Deeds, Book O, page 781.

Recorded September 28<sup>th</sup> 1887.

J. J. Lamb, County Clerk

South 1/2 Section 17  
Lot of Record #2  
Created



DEED 229/175 CREATED LOTS #3 AND #4 AND CONVEYED LOTS #1 AND #2 WHOLE

79772

NO. ....  
VCL 229 PAGE 175

THIS INDENTURE, Made this 11th day of August, 1953, by and between COOS COUNTY, a political subdivision of the State of Oregon, party of the first part, and Evans Products Company part y of the second part,

WITNESSETH: That, Whereas, by a deed executed by the Sheriff of Coos County pursuant and in obedience to a decree of the Circuit Court of the State of Oregon, for Coos County, which suit was a suit for foreclosure of liens for delinquent taxes, there was conveyed to Coos County the real property hereinafter described; and

WHEREAS, the part y of the second part heretofore entered into an agreement for the purchase of the real property hereinafter described and has fully complied with all the terms and conditions of said contract and has fully paid the purchase price of \$ 21,600.00 as called for by said contract.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That Coos County, a political subdivision of the State of Oregon, pursuant to the authority in it vested and in consideration of the sum of \$ 21,600.00 paid to it by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said part y of the second part and to their <sup>successors</sup> ~~heirs and assigns~~ forever, all its right, title, interest and claim in and to the following described real property, situated in the County of Coos and the State of Oregon, to-wit:

All of Section 16, All of Section 17 and East half of the East half of Section 18, Township 32 South, Range 12 West of the Willamette Meridian, excepting and reserving from said property unto the county for road purposes a 60 foot in width right-of-way through said premises, the exact course thereof to be hereafter designated. Also excepting and reserving therefrom all mineral and mineral oil rights.

TO HAVE AND TO HOLD the said premises, with the appurtenances unto the said party of the second part, their <sup>successors</sup> ~~heirs and assigns~~ forever, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed by its County Judge and Commissioners this 11th day of August, 1953, by authority of an order of said County Court heretofore entered of record.

Approved as to Form:

.....  
District Attorney

COOS COUNTY, a body politic and corporate of the State of Oregon.

By James W. Harrison  
County Judge

By Paul C. Kruse  
County Commissioner

By A. E. Spive  
County Commissioner

STATE OF OREGON,

ss.

County of Coos.

BE IT REMEMBERED, that on this 12th day of August, 19 53, before me, the undersigned County Clerk in and for said county and state, personally appeared the within named James W. Harrison the duly elected, qualified and acting County Judge of Coos County, Oregon, and Fred A. Kruse, the duly elected, qualified and acting County Commissioner of Coos County, Oregon and F. C. True, the duly elected, qualified and acting County Commissioner of Coos County, Oregon, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily, for and in behalf of Coos County, a body politic and corporate of the State of Oregon.

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

Georgianna Vaughan, County Clerk

By W. Val. Meyer, Deputy

79972

DEED

Under Contract of Sale

Coos County

TO

Evans Products Co.

STATE OF OREGON:

I certify that the within instrument

was received for record on the

day of AUG 18, 1953

A. D. 19 at 10:10 o'clock

on page 185 and recorded in book 839

Records of said County.

WITNESS my hand and seal of

County aforesaid.

GEORGIANNA VAUGHAN

County Clerk

Recorder of Conveyances

By W. Val. Meyer Deputy

1.50 8/12

Evans Products Co.

Caro Bay Oregon



WHEN RECORDED MAIL TO:

92 06 1148

Powers Ranch Co.  
1924 Kimberly Drive  
Eugene, OR 97405

Deed 92-06-1148 divided off Tax Lot 701 and conveyed it to Powers without Coos County approval. If the owners had applied for the division prior to the conveyance it could have been approved since both resulting parcels were over 80 acres.

MAIL TAX STATEMENTS TO:

Same as above.

BARGAIN AND SALE DEED

GEORGIA-PACIFIC CORPORATION, a Georgia corporation, "Grantor", conveys to POWERS RANCH CO., "Grantee", the real property described in Exhibit A attached hereto.

The true consideration for this conveyance is the Salmon Creek Road Settlement Agreement, dated December 12, 1992.

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

Dated this 20th day of January, 1992.

RECORDING # 92061148

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



11:14 AM 06/26/1992  
By J. WILSON Deputy

# pages 4 Fee \$ 48.00

GEORGIA-PACIFIC CORPORATION

By: [Signature] Vice President WFE  
Its: Vice President WFE

By: [Signature]  
Its: Assistant Secretary



2270

92 06 1148

STATE OF OREGON        )  
                              ) ss.  
County of Multnomah )

On this 20th day of January, 1992, before me the undersigned, a Notary Public in and for said County and State, personally appeared Dewey Mobley and William Craig, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



*Ginger L. Spencer*  
Notary Public - Oregon  
My commission expires 3/25/94

Page 2 - BARGAIN AND SALE DEED

2271

EXHIBIT A

92 06 1148

DESCRIPTION FOR GEORGIA-PACIFIC  
(Re: Powers Ranch Boundary Adjustment)

1/3/92

## Boundary Adjustment Description

## PARCEL 1

A parcel of land located in a portion of the West Half (W 1/2) of Section 17 and a portion of the East Half (E 1/2) of Section 18, both of Township 32 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; said parcel being a portion of those tracts described in Micro Film Reel #81-4-2493 (page 68), Deed Records of Coos County, more specifically described as follows:

Beginning at a brass capped iron pipe at the section corner common to Sections Seven (7), Eight (8), Seventeen (17) and Eighteen (18) of said Township 32 South, Range 12 West; thence South  $88^{\circ} 15'$  East, 1909.43 feet along the section line common to said Section Eight (8) and Seventeen (17) to a  $5/8"$  iron rod; thence South  $42^{\circ} 13' 17"$  East 146.40 feet to a  $5/8"$  iron rod; thence South  $16^{\circ} 28' 10"$  West, 198.84 feet to a  $5/8"$  iron rod; thence South  $17^{\circ} 39' 52"$  West, 571.41 feet to a  $5/8"$  iron rod; thence South  $34^{\circ} 46' 59"$  West, 327.12 feet to a  $5/8"$  iron rod; thence South  $47^{\circ} 04' 24"$  West, 993.67 feet to a  $5/8"$  iron rod; thence South  $73^{\circ} 14' 25"$  West, 579.51 feet to a  $5/8"$  iron rod; thence South  $46^{\circ} 58' 27"$  West, 577.61 feet to a  $1 1/2"$  iron pipe, referenced as shown on the attached exhibit; thence North  $88^{\circ} 02'$  West, 1085.79 feet to a  $5/8"$  iron rod in the centerline of an existing road; thence continuing North  $88^{\circ} 02'$  West, 142.11 feet to a  $5/8"$  iron rod, closing on the East line of the West Half (W 1/2) of said East Half (E 1/2) of Section Eighteen (18); thence North  $1^{\circ} 59' 21"$  East, 2483.95 feet, more or less, along said East line to its intersection with the North line of said Section Eighteen (18); thence South  $84^{\circ} 43'$  East, 1260.5 feet, more or less, along said North line to the point of beginning.

The above described parcel is intended to abut along the common boundary with that parcel described on page 6 of Micro Film Reel #89-05-2012 (Tax Account #14639.00) and page 7 of said Micro Film Reel (Tax Account #14640.00), Coos County Deed Records; it's also intended to abut along the common boundary with that parcel described in Book of Records 157, page 223, Deed Records of Curry County, said State of Oregon. It is further intended as a boundary adjustment from said parcel described on page 68 of Micro Film Reel #81-4-2493 (Tax Account #14688.00) to said parcels described in Micro Film Reel #89-05-2012.

The adjusted area contains 143.7 acres, more or less, and is based on Georgia-Pacific record notes and that survey by Stuntzner Engineering & Forestry, dated January 1992, recorded as CS Map 44A64, Surveyor's Record of said Coos County.

Survey Of Division Removing Tax Lot 701 from Section 17 and Section 18 ownership.

BOUNDARY ADJUSTMENT SURVEY

LOCATED IN SECTION 17 AND 18 ,T.32 S.,R.12 W.,W.M.,COOS COUNTY,OR.

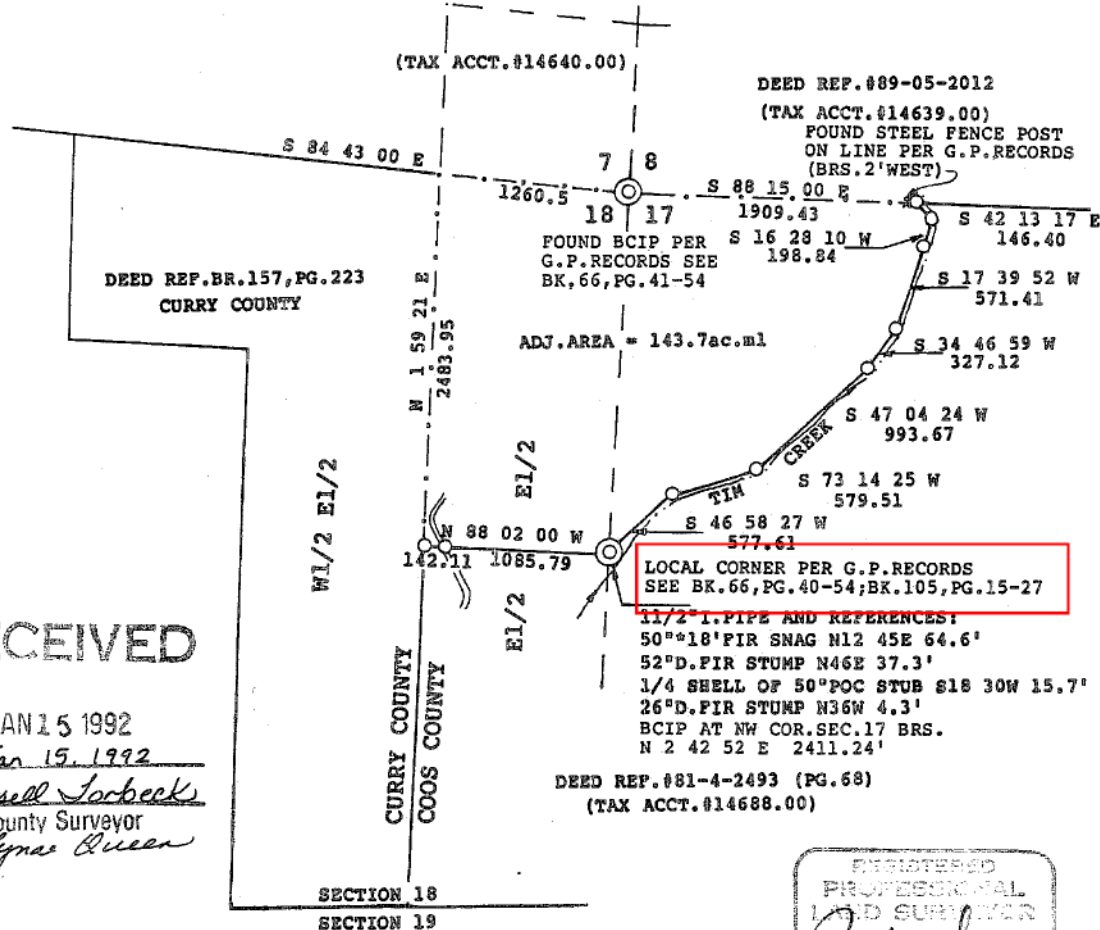
BOUNDARY ADJ.FROM:GEORGIA PACIFIC (MF#81-4-2493)  
TO:POWERS RANCH CO.(MF#89-05-2012)



SCALE 1"=1000'

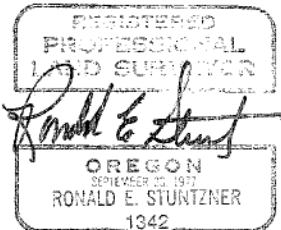
LINE SHOWN THUS - - - - - IS PREVIOUS PROPERTY BOUNDARY  
O=1.RODS SET ALONG NEW PROPERTY BOUNDARY

SURVEY FOR:GEORGIA PACIFIC CORP.  
P.O.BOX 1528  
COOS BAY,OREGON



RECEIVED

JAN 15 1992  
Filed Jan 15, 1992  
*Russell Torbeck*  
County Surveyor  
By *Agnas Queen*



BASIS OF BEARING:MAG.COMPASS (W/19 DECLINATION) PER  
G.P.SURVEY NOTES BY L.LaFLAMME,  
DATED 5-2-86 AND 4-10-90.

NARRATIVE:THE PURPOSE OF THIS SURVEY WAS TO MONUMENT THE ADJUSTED  
PROPERTY BOUNDARY AS SHOWN,THE SURVEY WAS BASED ON FIELD  
NOTES AND MONUMENTATION PER GEORGIA PACIFIC RECORDS  
(NOT OF COUNTY RECORD AT THIS DATE).A CLOSED TRAVERSE  
WAS ESTABLISHED WITH OPEN TIES TO ALL MONUMENTATION.  
A BOUNDARY ADJUSTMENT DESCRIPTION WAS PREPARED AS A  
RESULT OF THIS SURVEY.ASSISTING IN THIS SURVEY WERE  
JOHN MICHAEL HOSHALL AND TOM HOSHALL.  
DEED REFERENCES WERE AS NOTED HEREON.

LEGEND:

- ⊙ MONUMENTS FOUND AS NOTED
- MONUMENTS SET:5/8"\*30" I.RODS W/  
I.D.CAP MKD."STUNTZNER ENGR."

REFERENCE SURVEYS:G.P.PRIVATE SURVEY RECORDS,  
PER BK.66.PG.40-54 AND BK.105,PG.15-27.

*Stuntzner Engineering & Forestry*

TELEPHONE 267-2872

705 SO. 4TH. P.O. BOX 118 - COOS BAY, OREGON 97420

**ATTACHMENT:**  
**ACCESS EASEMENT**

86-1-3695

Certified Correct as to consideration, description and conditions

*Bernard J. Attenbark*  
*Forester 11/21/85*

DUDE CREEK SPUR #5560.110  
Road Name and Number

EASEMENT

THIS EASEMENT, dated the 21<sup>st</sup> day of February, 1986, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor," to REX TIMBER INC., a Corporation of the State of OREGON, hereinafter called "Grantee,"

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands owned by the United States in the County of COOS, State of OREGON, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of the grant of reciprocal easements received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as "Grantee"), subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises," over and across the following described lands in the County of COOS, State of OREGON:

Township 32 South, Range 12 West, Willamette Meridian  
Section 15, Lots 6,7,and 8.

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on Exhibit A attached hereto.

INDEXED  
Land Journal VB  
Document File \_\_\_\_\_  
Tickler File \_\_\_\_\_  
Tax Records \_\_\_\_\_

Said "premises" shall be 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed acceptable by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

- A. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rule or regulation shall reduce the rights herein expressly granted.
- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- C. Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled. Grantee alone may extend such rights and privileges for use of the premises to others.
- D. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals and the exact portion of the right-of-way to be chemically treated.

The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the roads without cost for all purposes deemed necessary or desirable by Grantor in connection with the protection and administration of Grantor's lands or resources, now or hereafter owned or controlled, provided that such right of use shall not include use of the road by the public or for heavy hauling except to remove timber cut on the premises in construction or maintenance of the road.
2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.

3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

Provided that so long as the EDEN RIDGE-SOUTH FORK COQUILLE Road Right-of-Way Construction and Use Agreement dated July 31, 1968, remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to construction, reconstruction and maintenance of the road.

The Chief, Forest Service may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided the easement, or segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof, is being preserved for prospective future use.

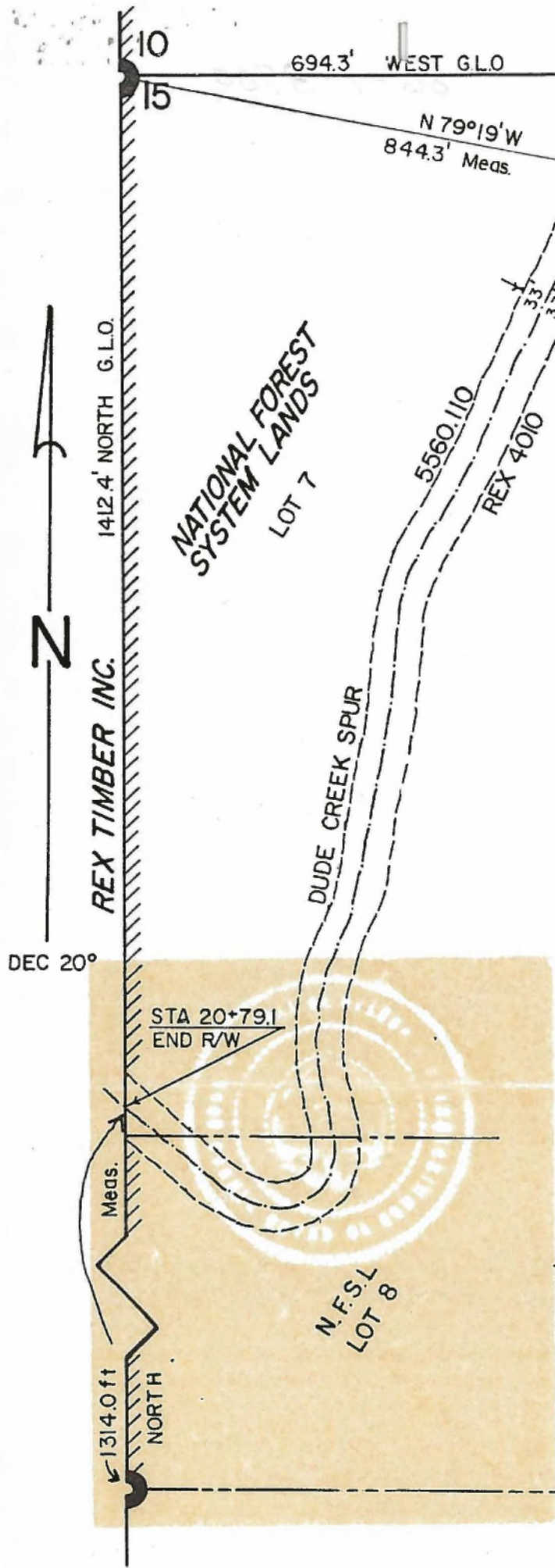
IN WITNESS WHEREOF, the Grantor, by its Director of Lands, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the Delegation of Authority to the Chief, Forest Service, 7 CFR 2.60, and the Delegation of Authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the day and year first above written.

UNITED STATES OF AMERICA

By Carlin B. Jackson  
Carlin B. Jackson  
Director of Lands  
Pacific Northwest Region  
Forest Service  
Department Of Agriculture








86-1-3699



**EXHIBIT A**  
**2730 RIGHT OF WAY GRANT**  
**DUDE CREEK SPUR 5560.110**  
**REX TIMBER INC. RD. NO. 4010**  
 LOTS 6,7,8, Sec.15, T32S, R12 W, W.M.  
 SISKIYOU NATIONAL FOREST  
 COOS COUNTY, OREGON

R/W WIDTH = 33ft on each side of centerline  
 R/W AREA = 3.07 ACRES

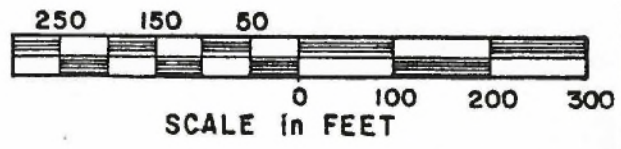
**LEGEND**

-  NATIONAL FOREST ROAD
-  N.F. BOUNDARY
-  PROJECTED LINE
-  CORNER FOUND AND TIED
-  R/W GRANTED THIS EASEMENT

Note: Basis for survey G.L.O Bearings and Rex road traverse and corner ties. Survey made with staff compass and 200 foot steel tape.

**APPROVED FOR R/W PURPOSES**

Surveyed by Gerold Ice Date 4-8-85  
 Platted by N Smith Date 10-31-85  
 Reviewed by R E O'Leary Date 11-21-85  
 for Forest Engineer  
 Approved by R M Council Date 11-21-85  
 Forest Supervisor



**ATTACHMENT:**  
**ACCESS EASEMENT**

90 3 0462

*Coast Shore Easement*

C-44  
USFS to  
GP

Johnson Mtn. Rd #3363001  
Flannigan Rd #5560000  
Lower Flannigan Rd #5560100  
Sandrock Mtn. Rd. #3353014

EASEMENT

THIS EASEMENT, dated this 27<sup>th</sup> day of February, 1990, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor," to Georgia-Pacific Corporation, a Corporation of the State of Georgia, hereinafter called "Grantee,"

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Coos, State of Oregon, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of the grant of a reciprocal easement received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as "Grantee"), subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises," over and across the following described lands in the County of Coos, State of Oregon:

Rd #3353014  
T. 32 S., R. 11 W., Willamette Meridian ✓  
sec 7, Lots 1 and 2. *Full*

Rd #3363001  
T. 32 S., R. 12 W., Willamette Meridian  
sec. 2, Lots 4, 5 and 12. *Full* ✓  
sec. 3, Lots 19 and 36.

Rd #5560000 *Full* ✓ INDEXED  
T. 32 S., R. 12 W., Willamette Meridian  
sec. 2, Lots 5 and 12. Land Journal  
sec. 3, Lots 1, 17, 18, 19, 20, 21, 33, 34, Document File  
36, 38, 39, 47 and 48. Tricker File  
sec. 10, Lots 3, 4, 10, 11, 12, 19, 20 and 23. Records  
sec. 15, Lot 6. KMS

Certified Correct as to consideration, description and conditions  
*Annals of Alameda*  
2/14/90

State of Oregon  
County of Coos  
90-3-0462

I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at  
*3:47 pm Mar 7, 1990*

By *D. Taylor* Deputy  
#pages 12 STATE OF OREGON Feb 5-60-2-20

Return to: Georgia Pacific Corp.  
Attn: Edie  
P.O. Box 610  
Coquille, OR 97423

Rd #5560100T. 32 S., R. 12 W., Willamette Meridian

✓sec. 10, Lots 6, 9, 20 and 23.

✓sec. 15, Lot 6.

Full

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on Exhibit A attached hereto.

Said "premises" shall be 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

Grantor also grants and conveys an easement across those certain easements acquired from:

1. Gerald and Patricia Mowe on December 1, 1989, across Lot 9, section 13, T. 31 S., R. 12 W., W.M., recorded as Document 89-12-0178 of the Deed Records, Coos County Oregon. Said easement is 50 feet wide on each side of the centerline.
2. Howard Jesse and Florence Goldiron on December 4, 1989 across:
  - T. 31 S., R. 11 W., W.M.
  - ✓sec. 19, SW1/4SW1/4
  - ✓sec. 30, NW1/4NW1/4
  - T. 31 S., R. 12 W., W.M.
  - ✓sec. 13, Lot 8.
  - ✓sec. 24, E1/2

Recorded as Document 89-12-0181 of the Deed Records, Coos County, Oregon. Said easement is 33 feet in width on each side of centerline.

3. George and Alice Clark on December 12, 1955 across the SW1/4NW1/4, section 30, T. 31 S., R. 11 W., W.M., recorded in Book 256, Page 640 of the Deed Records, Coos County, Oregon. Said easement is 33 feet on each side of centerline.

4. Albert H. and Ruth Powers on June 28, 1956, across the E1/2, section 25 and E1/2 and SW1/4, section 36, T. 31 S., R. 12 W., W.M., recorded in Book 252 page 692 of the Deed Records, Coos County, Oregon. Said easement is variable in width.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted: Provided, however, that any timber or other materials hauled by the Grantee from lands now owned by third parties in the agreement area as shown on Exhibit B attached hereto shall be treated as though hauled by someone else. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee's right to use the road shall include, but shall not be limited to, use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

Subject to compliance with legal dimensions and weights of motor vehicles imposed by State law on comparable public roads or highways: Provided, That gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures, and Provided further, That cleated equipment shall not be used on paved roads.

- B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that

no present or future administrative rules or regulations shall reduce the rights herein expressly granted.

- C. Grantee shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantor's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in the Eden Ridge-South Fork Coquille Road Right-of-Way Construction and Use Agreement dated July 31, 1968, until such time as the amounts paid by such means or by credits received from Grantor shall total the amount set forth in said agreement.

Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.

- D. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of length specified by the timber owner and decked along the road for disposal by the owner of such timber.
- E. The cost of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantor permits use of the road by others for hauling of timber or other materials, other party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantee, Grantee shall have the right to charge purchaser of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantor shall prohibit noncommercial use unless provision is made by Grantor or by the noncommercial users to bear proportionate maintenance costs.

- F. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing

performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinabove stated as payable to Grantee for use of the road: Provided, the amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.

- G. If it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road, the Grantee shall have the right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises. The amount of the insurance that may be required shall be established by the Grantor based on the amount customarily carried by commercial haulers in this area.
- H. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals and the exact portion of the right-of-way to be chemically treated.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, that all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
2. The right alone to extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantee or its successors: Provided, that such additional use also shall be controlled by Grantor so as not unreasonably to interfere with

use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.

3. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.
4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

Provided that so long as the Eden Ridge-South Fork Coquille Road Right-of-Way Construction and Use Agreement dated July 31, 1968, remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to construction, reconstruction, and maintenance of the road and the allocation and payment of costs thereof.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided the easement, or segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, The Grantor, by its Director of Lands, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the Delegation of Authority to the Chief, Forest Service, 7 CFR 2.42, and the Delegation of Authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the day and year first above written.

UNITED STATES OF AMERICA

By Carlin B. Jackson  
Carlin B. Jackson  
Director of Lands  
Pacific Northwest Region  
Forest Service  
Department of Agriculture

ACKNOWLEDGMENTState of OregonCounty of Multnomah

On the 27<sup>th</sup> day of February, 1990, before me, a Notary Public within and for said State, personally appeared Carlin B. Jackson, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he executed said instrument as Director Of Lands, Pacific Northwest Region, Forest Service, Department of Agriculture, and that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

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



Carol J. Walker  
 Notary Public for the State of Oregon  
 Residing at Tualatin  
 My Commission Expires 6/15/91

EXHIBIT A SHEET 1 OF 4  
 2730 RIGHT OF WAY GRANTS  
 U. S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE, SISKIYOU N. F.  
 PACIFIC NORTHWEST REGION  
 GEORGIA-PACIFIC, CORPORATION  
 T.32 S., R.12W., SECS. 2, 3, 10, & 15, W.M.

ROAD NOS.	
3363001	6.72 Acres
5560000	41.20
5560100	8.64
<b>Total</b>	<b>56.56 Acres</b>

R/W WIDTH IS 33'0N EACH SIDE OF CENTERLINE  
 COOS COUNTY, OREGON  
**LEGEND**

- MONUMENTED CORNER
- ◆ TIED TO CORNER
- ROAD, R/W GRANTED
- IMPROVED ROAD, OTHER
- FOREST BOUNDARY
- SECTION LINES
- LOT LINES
- POSTED PROPERTY LINES
- 12 LOT NUMBERS
- N.F.S.L. NATIONAL FOREST SYSTEM LANDS
- G-P GEORGIA-PACIFIC, CORPORATION



PREPARED/REVIEWED BY Ray A. Thompson DATE 5-1-82  
 Forest Land Surveyor  
 APPROVED BY Richard L. Sear DATE 5/23/82  
 Forest Engineer

Basis of bearing is from subdivision plat by Verlie C. Moore, RLS 501, and is recorded at Coos County Courthouse. Tie to S1/4 Sec. 36 is from a deed description. Tie to NW Sec. Co: Section 10 was provided by Georgia-Pacific Corp. Tie to E1/4 Sec. 3 was scaled from map. Road 3363001 route extends from the true properly line.

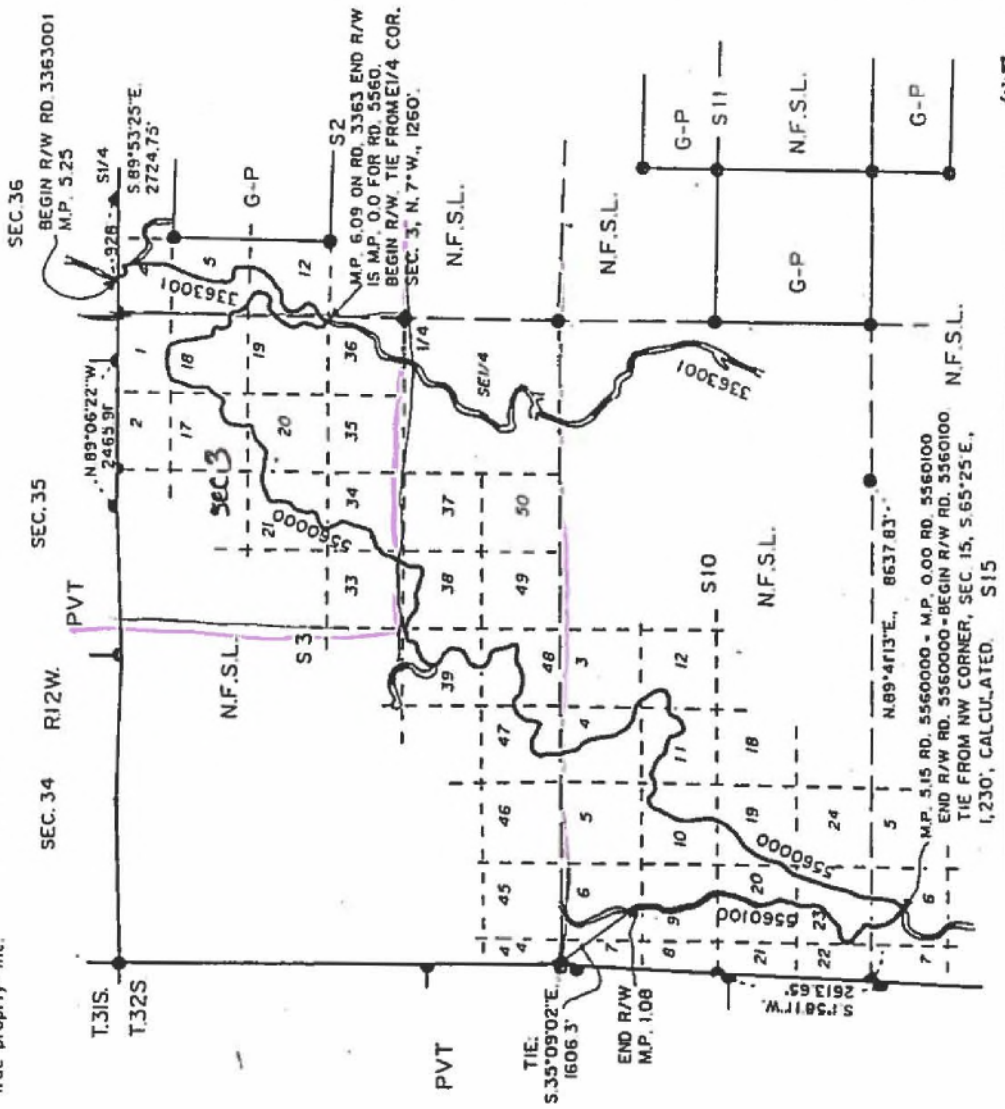
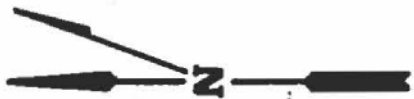


EXHIBIT A SHEET 2 OF 4  
 2730 RIGHT OF WAY GRANTS  
 U. S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE, SISKIYOU N. F.  
 PACIFIC NORTHWEST REGION  
 GEORGIA - PACIFIC, CORPORATION  
 T.31S., R.11W., SECS. 19 & 30, W.M.  
 T.31S., R.12W., SECS. 13, 24, 25, 36, W.M..  
 COOS COUNTY, OREGON  
 JOHNSON MTN. RD. NO. 3363001

R/W WIDTH IS VARIABLE  
 R/W ACRES IS 51.0 Acres

LEGEND

- MONUMENTED CORNER
- ◆ TIED TO CORNER
- ROAD, R/W GRANTED
- IMPROVED ROAD
- POSTED FOREST BOUNDARY
- SECTION LINES
- QUARTER SECTION LINES
- SIXTEENTH SEC. LINES
- LOT LINES
- 1/2 LOT NUMBERS
- NF.S.L. NATIONAL FOREST SYSTEM LANDS



DEC. 19°E.

SCALE



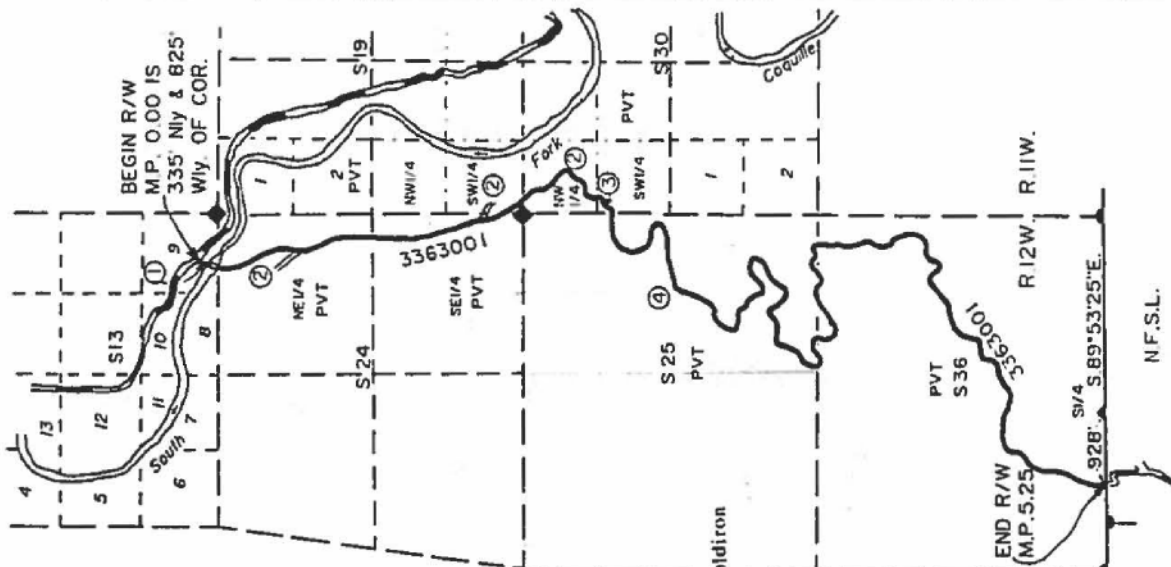
NOTE: This plot was drafted from a Forest Service primary base map. For corner ties, road lengths and widths, and descriptions, refer to the deeds listed below. Road 3363001 route being Granted extends from the south edge of the county road and terminates at the true property line. Basis of bearing was taken from the the Forest Service primary base map.

EASEMENTS ON JOHNSON MTN. RD. NO. 3363001:

- ① Lot 9, Sec. 13, T.31S., R.12W., W.M. - Gerald & Patricia Mowc  
SEE: Deed Records 89-12-017R
- ② Lot 8, Sec.13, T.31S., R.12W., W.M.  
E1/2, Sec.24, T.31S., R.12W., W.M.  
SW1/4SW1/4, Sec.19, T.31S., R.11W., W.M.  
NW1/4NW1/4, Sec.30, T.31S., R.11W., W.M. - Howard & Florence Coldiron  
Sec Deed Records 89-12-0181
- ③ SW1/4NW1/4, Sec.30, T.31S., R.11W., W.M. - George & Alyce Clark  
SEE: Book 256,  
Page 640 of Deeds.
- ④ Sections 25 & 36, T.31S., R.12W., W.M. - Albert H. & Ruth Powers  
SEE: Book 252,  
Page 692 of Deeds.

PREPARED/ REVIEWED BY Alan D. Williams DATE 5-3-87  
 Forest Land Surveyor

APPROVED BY Richard V. Selt DATE 5/23/87  
 Forest Engineer



2730 RIGHT OF WAY GRANTS  
 U. S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE

PACIFIC NORTHWEST REGION

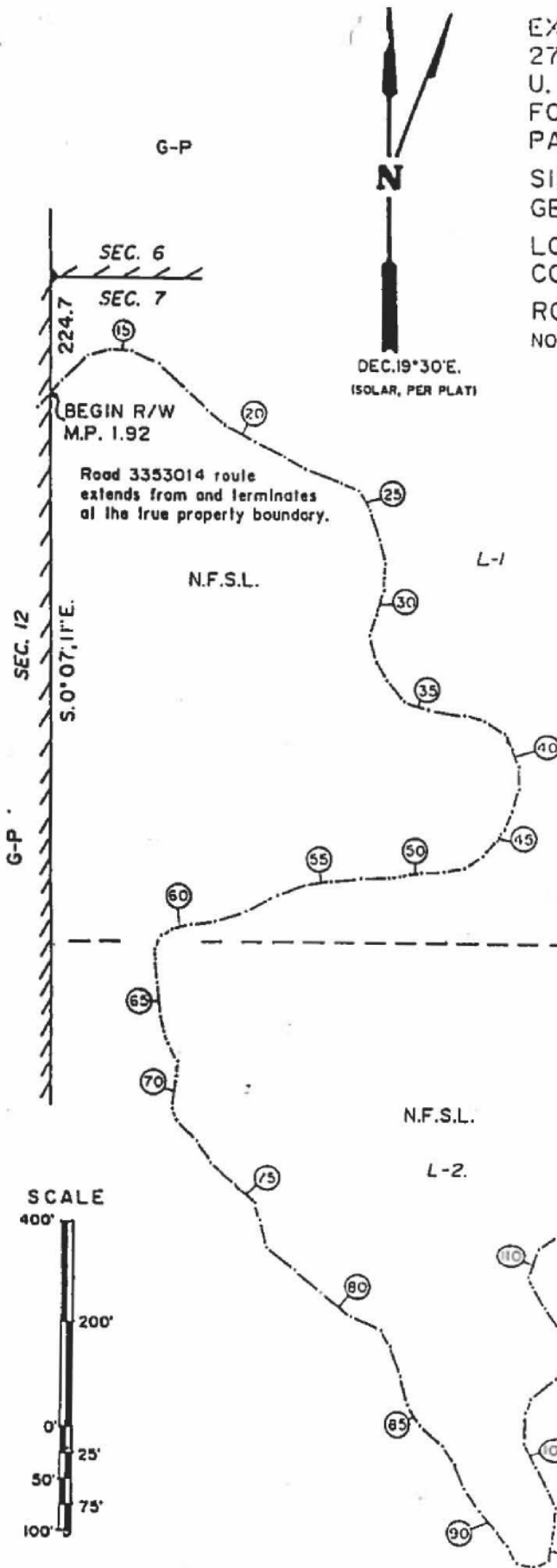
SISKIYOU NATIONAL FOREST  
 GEORGIA-PACIFIC, CORPORATION

LOTS 1 & 2, SEC. 7, T.32 S., R.11 W., W.M.  
 COOS COUNTY, OREGON

ROAD NO. 3353014 7.69 Acres

NOTE: R/W width is 33' on each side of road centerline.

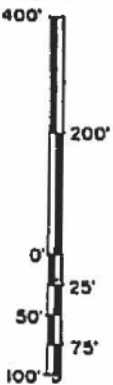
Basis of bearing is from a survey plat by Verle C. Moore, RLS501, and is recorded in Coos County Courthouse: Tie to monumented corners were made using a staff compass and 100' steel tape.



LEGEND

- N.F.S.L. NATIONAL FOREST SYSTEM LAND
- G-P GEORGIA-PACIFIC CORP. LAND
- ◆ TIED TO CORNERS, MONUMENTED
- ▨ POSTED PROPERTY LINES
- ▬ SECTION LINES
- - - LOT & 1/16 LINES
- LOT NUMBERS
- L-2 COURSE INDICATOR
- ROAD CENTERLINE, FIELD DESIGN

SCALE



SURVEYED BY C. WARREN DATE 4/89

PREPARED/  
 REVIEWED BY Ray C. Quinn DATE 5/19/89  
 Forest/Land Surveyor

APPROVED BY Richard L. Saxe DATE 5/23/89  
 Forest Engineer

EXHIBIT A SHEET 4 OF 4  
 2730 RIGHT OF WAY GRANTS  
 U. S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE  
 PACIFIC NORTHWEST REGION  
 SISKIYOU NATIONAL FOREST  
 GEORGIA-PACIFIC, CORPORATION  
 LOTS 1 & 2, SEC. 7, T.32 S., R.11, W.M.  
 COOS COUNTY, OREGON

	<u>COURSE</u>	<u>BEARING</u>	<u>DIST.</u>	<u>COURSE</u>	<u>BEARING</u>	<u>DIST.</u>	<u>COURSE</u>	<u>BEARING</u>	<u>DIST.</u>
BEGIN R/O/W	12	N.42°00' E.	37.9	50	S.82°30' W.	22.7	87	S.35°15' E.	44.9
	13	N.46°10' E.	70.7	51	S.78°55' W.	19.3	88	S.20°50' E.	49.8
	14	N.74°05' E.	44.1	52	S.78°55' W.	22.4	89	S.36°45' E.	52.8
	15	S.86°00' E.	44.2	53	S.87°00' W.	54.5	90	S.40°15' E.	54.0
	16	S.65°10' E.	57.8	54	S.85°00' W.	59.2	91	S.39°15' E.	35.0
	17	S.46°45' E.	77.0	55	S.80°00' W.	52.6	92	S.27°45' E.	37.4
	18	S.45°15' E.	55.1	56	S.68°55' W.	55.7	93	S.77°05' E.	32.5
	19	S.49°45' E.	45.2	57	S.62°50' W.	69.6	94	N.61°40' E.	31.8
	20	S.61°10' E.	67.8	58	S.70°25' W.	64.3	95	N.11°20' E.	32.7
	21	S.62°10' E.	63.5	59	S.83°30' W.	49.7	96	N.09°50' E.	33.3
	22	S.60°40' E.	46.2	60	S.75°25' W.	38.1	97	N.03°50' E.	35.4
	23	S.68°40' E.	75.4	61	S.60°50' W.	22.8	98	N.21°40' W.	37.8
	24	S.63°10' E.	38.1	62	S.23°15' W.	32.6	99	N.30°45' W.	50.9
	25	S.32°45' E.	44.7	63	S.01°50' E.	19.9	100	N.25°45' W.	49.9
	26	S.15°50' E.	59.3	64	S.04°50' E.	45.8	101	N.01°10' W.	58.7
	27	S.13°20' E.	50.7	65	S.05°50' E.	60.4	102	N.22°15' E.	29.2
	28	S.05°40' W.	26.9	66	S.11°50' E.	29.6	103	N.50°40' E.	63.9
	29	S.00°10' W.	23.9	67	S.20°20' E.	25.2	104	N.35°15' E.	35.8
	30	S.16°40' W.	51.4	68	S.27°45' E.	39.9	105	N.02°50' E.	30.9
	31	S.17°15' W.	43.2	69	S.05°10' W.	29.0	106	N.23°10' W.	35.7
	32	S.14°20' E.	55.5	70	S.06°10' W.	64.7	107	N.35°45' W.	52.1
	33	S.28°45' E.	41.5	71	S.20°20' E.	23.9	108	N.30°45' W.	47.6
	34	S.40°15' E.	55.8	72	S.42°45' E.	57.2	109	N.22°10' W.	22.3
	35	S.72°35' E.	49.2	73	S.31°15' E.	53.3	110	N.17°15' E.	59.0
	36	S.80°05' E.	70.4	74	S.49°45' E.	66.1	111	N.55°40' E.	50.9
	37	S.76°35' E.	41.9	75	S.47°15' E.	55.1	112	N.77°05' E.	48.6
	38	S.58°40' E.	47.5	76	S.11°20' E.	36.0	113	N.68°05' E.	39.9
	39	S.25°45' E.	35.3	77	S.13°20' E.	56.9	114	N.81°30' E.	32.3
	40	S.16°50' E.	37.6	78	S.51°50' E.	70.2	115	S.72°05' E.	53.2
	41	S.00°50' E.	46.4	79	S.50°45' E.	69.2	116	S.28°15' E.	55.6
	42	S.15°10' W.	47.7	80	S.50°15' E.	75.1	117	S.35°15' E.	56.8
	43	S.24°45' W.	38.6	81	S.66°40' E.	63.3	118	S.51°40' E.	43.0
	44	S.25°15' W.	10.3	82	S.36°15' E.	37.1	119	S.89°30' E.	31.4
	45	S.25°45' W.	15.1	83	S.17°50' E.	60.1	120	N.75°05' E.	51.9
	46	S.43°15' W.	42.6	84	S.16°50' E.	57.8	121	N.64°35' E.	45.0
	47	S.58°50' W.	47.6	85	S.33°45' E.	48.7	122	N.52°10' E.	3.5
	48	S.79°30' W.	38.6	86	S.49°15' E.	56.9			
	49	S.86°30' W.	44.5						END R/O/W

90 3 0473

EXHIBIT B

THIRD PARTY LANDS

<u>T. 31. S., R. 12 W., Willamette Meridian</u>	1920 acres
sec. 25, NE1/4 and S1/2.	
sec. 26, SE1/4.	
sec. 35, All.	
sec. 36, All.	
<u>T. 32 S., R. 11 W., Willamette Meridian</u>	160 acres
sec. 7, S1/2S1/2.	