

# Seven Devils Lot 15

Coos County, Oregon

A Land Use Application For:  
**Type II Validation of a Unit of Land Not Lawfully Created**

*After the fact Discrete Parcel \$1,890.00*

May 2024

Applicant:

**Weyerhaeuser NR**

5000 Franklin Blvd

Eugene, OR 97403

Contact: Will Stroud

Phone: (541) 988-4704

Applicant's Representative:

**DOWL**

7200 NE 41st Street, Suite 204

Vancouver, WA 98662

Contact: Peter Anderson

Phone: (541) 762-2078



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- A. Land Division Application Form
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## I. Introduction

### General Information

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

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

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

**Tax Lot ID Numbers:** T27S-R14W-S03-TL00400  
APN: 754990

**Zoning:** Forest (F)

**Comprehensive Plan:** Forest Lands

## II. Project Summary

### Existing Conditions

The project site consists of an 16.6-acre part of tax lot T27S-R14W-S03-TL00400, whose total acreage is totaling approximately 1,334 acres of vacant Forest (F) land. The project site is located on West Beaver Hills Road, approximately one mile south of the West Beaver Hills Road and Seven Devils Road intersection in Coos County, Oregon.

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

The project site is a vacant lot with a history of timber production. As such, vegetation on the site primarily consists of mature timber strands. There are no dwelling approvals on the project site nor is the intent of this application qualify for a dwelling approval.

Surrounding uses are identified in Table 1 below.

**Table 1: Surrounding Uses**

	Zoning	Use
<b>North</b>	F	Vacant Forest Land
<b>South</b>	F	Vacant Forest Land
<b>East</b>	F	Vacant Forest Land
<b>West</b>	F	Vacant Forest Land

Figure 1: Vicinity Map

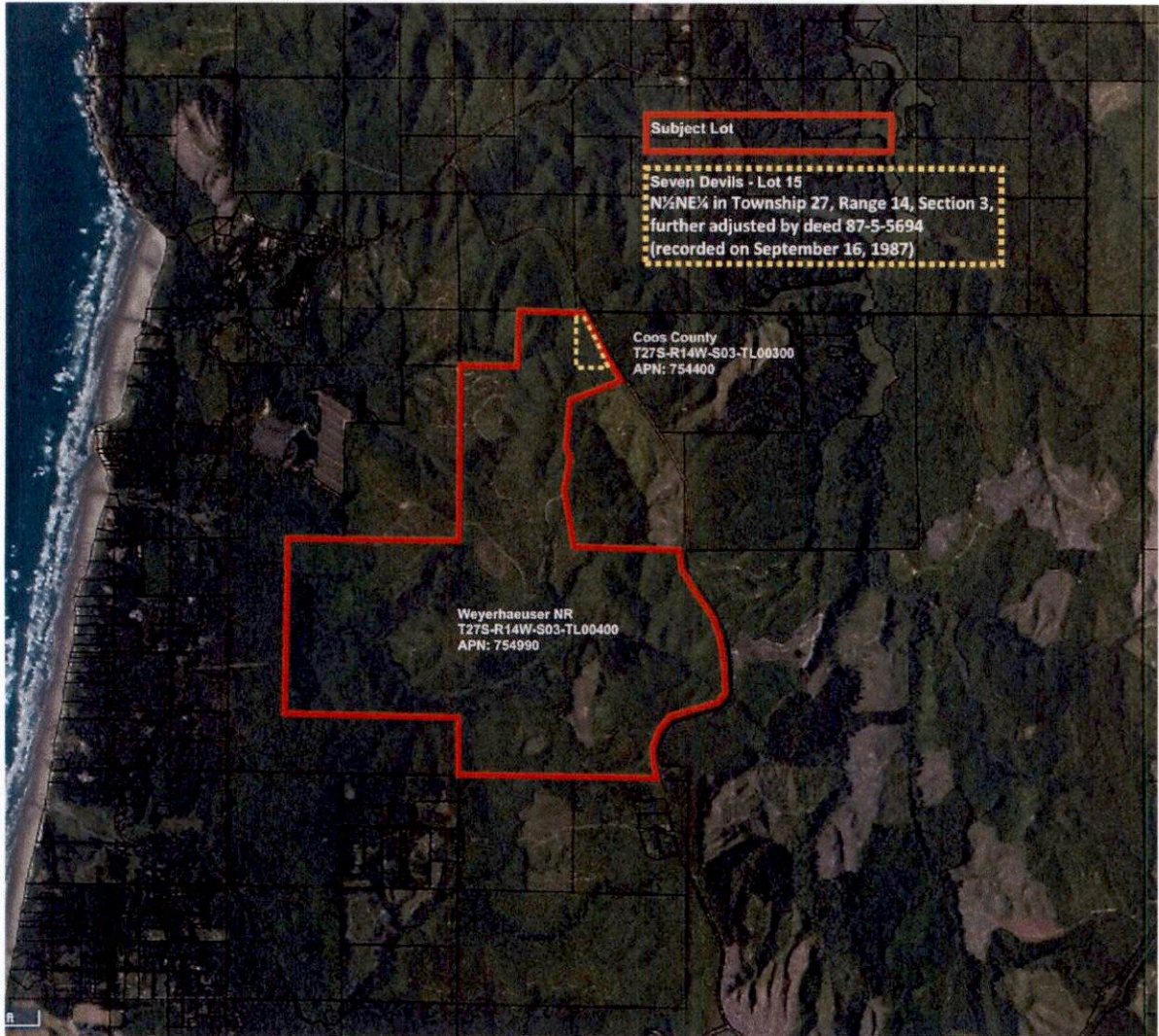
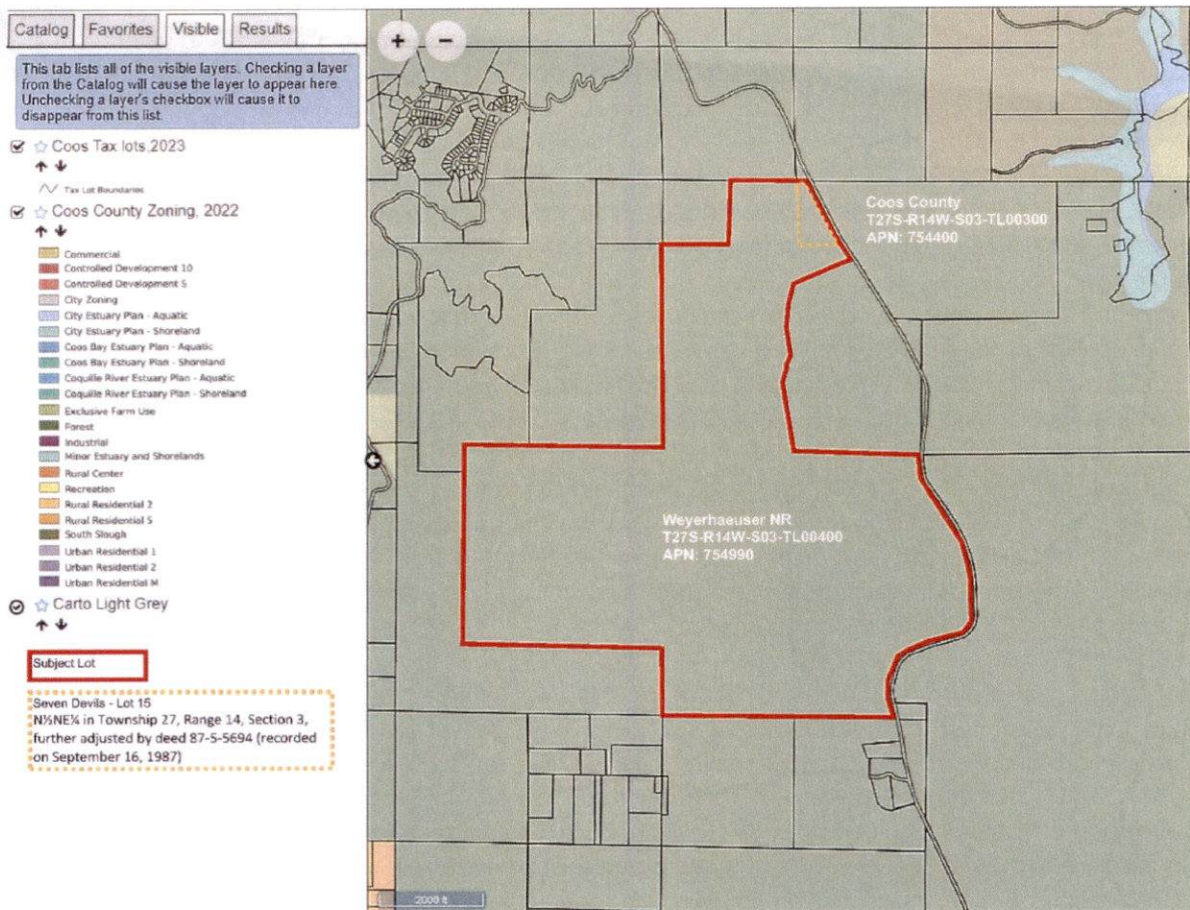


Figure 2: Zoning Map



## Project Description

On behalf of the applicant (Weyerhaeuser NR), DOWL requests county approval of a Unit of Land Not Lawfully Established Application to validate "Seven Devils - Lot 15" (e.g. – part of tax lot T27S-R14W-S03-TL00400). The application form and signing authority certificate are included with this application as Exhibits A and B, respectively.

Seven Devils - Lot 15, was originally described as the "N½NE¼ in Township 27, Range 14, Section 3" in deed Book 143, Page 43 (recorded January 20, 1943) before the effective date of Coos County's applicable subdivision ordinance (January 1, 1986). This configuration was further divided by deed 87-5-5694 (recorded on September 16, 1987), which conveyed "*Parcel 1: That portion of the NW¼NE¼ of Section 3, situated West of the centerline of West Beaver Hill Road*" from Coos County to Bohemia Inc. The preparer concludes that Coos County's Zoning and Land Development Ordinance required land divisions in resource zones obtain planning approval when the conveyance occurred in 1987.

The conveyance between Coos County and Bohemia resulted in an additional 16.6-acre lot west of West Beaver Hill Road out of the underlying legal lot. The remaining 63.4-acre lot east of West Beaver Hill Road remained in Coos County ownership. Given two lots resulted from the sale by deed, the preparer concludes the remedy is validation of a unit of land not lawfully established pursuant Oregon Revised Statute (ORS) 92.176 (1) and Coos County Code Section 6.1.175.

The preparer also notes that acreage west of West Beaver Hill Road in tax lot T27S-R14W-S03-TL00400 (e.g. NW¼NE¼ and S½NE¼ west of the centerline of West Beaver Hill Road) is described together for purpose of sale only and that Lot 15 is separate and discrete lots as described in Oregon Revised Statutes (ORS) 92.017 as no further division, consolidation, or vacation has occurred as provided by law. This conclusion is further supported by LUBA No. 2016-056. Legal lot research for the S½NE¼ ½ and additional acreage west of West Beaver Hill Road is submitted for county review under separate applications. Lot-of-record information, including a preliminary title report, chain of title, and deeds are included with this application as Exhibit C.

In 1987, there was no minimum lot size requirement in the Forest zoning district for forest use. Therefore, both resulting lots in the N½NE¼, lying east/west of West Beaver Hill Road are considered pre-existing non-conforming lots created before the county's 80-acre minimum lot size. Figures illustrating the original legal lot configuration and resulting lots following deed 87-5-5694 are shown on the tentative plat, included as Exhibit D.

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

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

#### Article 6.1 Lawfully Created Lots and Parcels

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

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

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

##### SECTION 6.1.125 LAWFULLY CREATED LOTS OR PARCELS:

"Lawfully established unit of land" means:

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

**Response:** The applicant concludes that the conveyance by deed 87-5-5694 occurred at a time when planning approval would have been required. Therefore, the preparer concludes that the resulting parts of the N½NE¼ lying east/west of West Beaver Hill Road are not considered lawfully created lots and are instead subject to county approval per LDO Section 6.1.175 and as authorized by ORS 92.176 (1).

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

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

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

**SECTION 6.1.150 APPLICATIONS ESTABLISHING LAWFULLY CREATED LOTS OR PARCELS:**

An application to establish a lawfully created unit of land shall be submitted in the case of Section 6.1.125.1.d, e and f and Section 6.1.125.2. This is an administrative land use decision. If County Counsel is required to review information to determine legal status of the unit of land additional fees may be charged.

All notices will be provided in accordance with LDO Section 5.0.

Once it is determined that a lawfully created unit of land exists it shall be separated out on its own deed prior to any reconfiguration such as a property line adjustment. A copy of that deed needs to be provided to the Planning Department showing the process has been completed. If there are more than two lawfully created units of land (discrete parcels) found to exist a road may be required to provide access. The applicable road standards in Chapter VII will apply.

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

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

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

**Response:** The lots east (Coos County) and west (Weyerhaeuser) of West Beaver Hill Road that resulted from deed 87-5-5694 occurred after January 1, 1986. Therefore, both lots do not qualify as lawfully established units of land pursuant LDO Section 6.1.125. Instead, validation of a unit of land not lawfully established applies to the Coos County and Weyerhaeuser lots, as established in this provision and as authorized by ORS 92.176 (1).

- b. Could have complied with the applicable criteria for the creation of a lawfully established unit of land in effect when the unit of land was sold.

### Coos County 1987 Ordinance – Boundary Line Adjustment Provision

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

**Response:** The resulting 16.6-acre lot (Seven Devils – Lot 15) and remainder 63.4-acre lot owned by Coos County (e.g.-tax Lot T27S14W03TL300) were conveyed for forest management purposes and were not subject to a minimum lot size in 1987. Therefore, lots east and west of West Beaver Hill Road that resulted from deed 87-5-5694 could have complied with the applicable boundary line adjustment/partition criteria for the creation of a lawfully established unit of land in 1987 (see screenshot above from the 1987 land development ordinance).

2. Notwithstanding subsection (1)(b) of this section, the Planning Director may approve an application to validate a unit of land under this section if the Planning Department or Hearings Body approved a discretionary decision for the construction or placement of a dwelling or other building on the unit of land after the sale. If the permit was approved for a dwelling, the Planning Director must determine that the dwelling qualifies for replacement under the criteria listed below.
  - a. The dwelling must contain:
    - i. Intact exterior walls and roof structure; VI-4
    - ii. Indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;
    - iii. Interior wiring for interior lights; and
    - iv. A heating system

**Response:** No dwellings exist or will be proposed as a result of this application.

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

**Response:** No dwellings exist or will be proposed as a result of this application.

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

**Response:** Acknowledged.

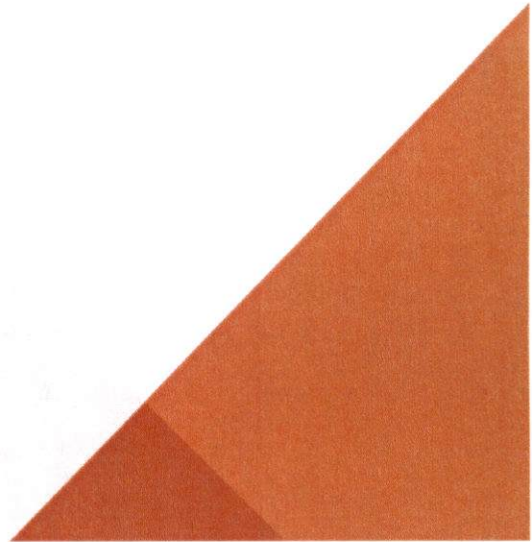
5. A unit of land becomes a lawfully established parcel when the Planning Director validates the unit of land under this section if the owner of the unit of land causes a Final Plat meeting the applicable requirements of LDO Section 6.2.800 FINAL PLAT REGULATION AND REQUIREMENTS to be recorded within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

**Response:** Acknowledged.

#### **IV. Conclusion**

As evidenced throughout this narrative and attached exhibits, the proposed Validation of a Unit of Land Not Lawfully Created meets the governing approval criteria. Therefore, the applicant respectfully requests County approval of this request.

**Exhibit A  
Application  
Form**





# Coos County Land Use Permit Application

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

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

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

FILE NUMBER: ACU-24-023

Date Received: 6/12/24 Receipt #: 24815 Received by: C. Carr

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

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

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

## LAND INFORMATION

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

Mailing address: 5000 Franklin Blvd, Eugene, OR 97403

Phone: (541) 988-4704 Email: Will.Stroud@weyerhaeuser.com

Township:	Range:	Section:	¼ Section:	1/16 Section:	Tax lots:
<u>27S</u>	<u>14W</u>	<u>00</u>	<u>Select</u>	<u>Select</u>	<u>400</u>
Select	Select	Select	Select	Select	

Tax Account Number(s) 754900 Zone: Select Zone Forest (F)  
Tax Account Number(s) \_\_\_\_\_ Please Select \_\_\_\_\_

**B. Applicant(s)** Same as owner

Mailing address: \_\_\_\_\_

Phone: \_\_\_\_\_

**C. Consultant or Agent:** DOWL; Attn: Peter Anderson

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

Phone #: 541.683.6090 Email: pdanderson@dowl.com

### Type of Application Requested

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Comp Plan Amendment | <input type="checkbox"/> Administrative Conditional Use Review - ACU | <input checked="" type="checkbox"/> Land Division - P, SUB or PUD |
| <input type="checkbox"/> Text Amendment      | <input type="checkbox"/> Hearings Body Conditional Use Review - HBCU | <input type="checkbox"/> Family/Medical Hardship Dwelling         |
| <input type="checkbox"/> Map - Rezone        | <input type="checkbox"/> Variance - V                                | <input type="checkbox"/> Home Occupation/Cottage Industry         |

### Special Districts and Services

Water Service Type: On-Site (Well or Spring) Sewage Disposal Type: On-Site Septic  
School District: Bandon Fire District: Bandon RFPD

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

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

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

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

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

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

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

William Stroud

Digitally signed by William Stroud  
Date: 2024.04.26 09:34:10 -07'00'

**ACCESS INFORMATION**

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

Property Address: No assigned address - West Beaver Hill Road

Type of Access: County Road Name of Access: West Beaver Hill Road

Is this property in the Urban Growth Boundary? No

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

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

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

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

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

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

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

**Coos County Road Department Use Only**

Roadmaster or designee: \_\_\_\_\_

Driveway     Parking     Access     Bonded    Date:    Receipt # \_\_\_\_\_

File Number: DR-21-

Coos County Planning  
Land Division Supplemental Application

VI. Additional Information Required –

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

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

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

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

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

**1. Application Requirements**

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

**2. Information required for tentative plat.**

**a. All Land Divisions**

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

- Existing sewers, water mains, culverts, drainage ways or other underground utilities or structures within the tract or immediately adjacent thereto, together with pipe sizes, grades and locations indicated.
- Location, acreage and dimensions of land to be dedicated for public use or reserved in the deeds for the common use of property owners in the proposed land division, together with the purpose of conditions or limitations of such reservations, if any.
- Easements, together with their dimensions, purpose and restrictions on use.
- Zoning classification of the land and Comprehensive Plan map designation.
- Draft of proposed restrictions and covenants affecting the plat if applicable. If not applicable indicate that on the form.
- Predominant natural features such as water courses and their flows, marshes, rock outcropping, and areas subject to flooding, sliding or other natural hazards. Applicable natural hazards may be verified with planning staff.
- A current property report (less than 6 months old) indicating any taxes, assessment or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development. A title report is acceptable.

b. Subdivisions – Shall include the following additional information:

- The proposed name of the subdivision must be on the plat.
- The proposed street pattern or layout showing the name and widths of proposed streets and alleys.
- Private streets and all restrictions or reservations relating to such private streets.
- Proposed Subdivision proposed lots, approximate dimensions, size and boundaries. Residential lots shall be numbered consecutively. Lots that are to be used for other than residential purposes shall be identified with letter designations.
- Parks, playgrounds, recreation areas, parkways, and open space for public use, clearly identified.
- The location of existing or proposed bicycle and/or pedestrian facilities if required under Article VII of this Ordinance.
- Proposed means and location of sewage disposal and water supply systems.

3. Development Phasing

a. Subdivisions shall:

- i. provide for platting in as many as three (3) phases. The preliminary plan must show each phase and be accompanied by proposed time limitations for approval of the final plat for each phase.
- ii. Time limitations for the various phases must meet the following requirements:
  1. Phase 1 final plat shall be approved within twenty-four (24) months of preliminary approval.
  2. Phase 2 final plat shall be approved within thirty-six (36) months of preliminary approval.
  3. Phase 3 final plat shall be approved within forty-eight (48) months of preliminary approval.

b. Partitions shall:

- i. Provide all phasing for partitions. If phasing is proposed then road standards for subdivisions shall apply.
- ii. If a land division is proposed on a property that has been partitioned in the prior three years then the partition shall be reviewed pursuant to subdivision criteria.

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

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

**Exhibit B**  
**WNR Signing Authority**



**CERTIFICATE OF AUTHORITY AND INCUMBENCY**

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

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

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



A handwritten signature in blue ink, appearing to read "Lynda Itoi".

Lynda Itoi, Assistant Secretary  
Weyerhaeuser NR Company

**Exhibit C**  
**Lot of Record**  
**Information**





## PRELIMINARY REPORT

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

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

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

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

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

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

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued.

Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

*Countersigned*

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

Kathy Freeman



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

**PRELIMINARY REPORT**

**TITLE OFFICER:** Coos Bay Title  
coosbaytitle@ticortitle.com

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

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

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

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

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

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

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

Fee Simple

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

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

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

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

**EXHIBIT "A"**  
Legal Description

PARCEL I:

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

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

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

PARCEL II:

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

PARCEL III:

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

PARCEL IV:

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

PARCEL V:

TRACT A

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

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

## EXHIBIT "A"

### Legal Description

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

#### TRACT B

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

#### TRACT C

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

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

#### TRACT D

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

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

**GENERAL EXCEPTIONS:**

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

**SPECIFIC ITEMS AND EXCEPTIONS:**

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.
7. The Land has been classified as Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
8. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of unnamed creeks.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of unnamed creeks.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of unnamed creeks.

(Affects Parcels I, III, IV and V)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Note: Affects leasehold interest**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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

Name of Corporation: **Weyerhaeuser NR Company**

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

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

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

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

Name of Corporation: **Weyerhaeuser Company**

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

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

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

**ADDITIONAL REQUIREMENTS/NOTES:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT ONE

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

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

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

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

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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

title to water.

## EXHIBIT ONE

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

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

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

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

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

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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

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

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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



Inquire before you wire!

## WIRE FRAUD ALERT

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

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

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

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

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

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

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

## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective January 1, 2023

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

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

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

### **Collection of Browsing Information**

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

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

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

### **Other Online Specifics**

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

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

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

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

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

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

### **When Information Is Disclosed**

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

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

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

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

### **Security of Your Information**

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

### **Choices With Your Information**

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

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

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

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

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

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

### **Information From Children**

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

### **International Users**

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

### **FNF Website Services for Mortgage Loans**

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

### **Your Consent To This Privacy Notice; Notice Changes**

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

### **Accessing and Correcting Information; Contact Us**

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

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



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

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

Weyerhaeuser  
220 Occidental Avenue S  
Seattle, WA 98104

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

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

### County and Time Period

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

### Ownership and Property Description

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

**Owner.** The apparent vested owner of the Property is:

Weyerhaeuser NR Company, a Washington corporation

**Premises.** The Property is:

**(a) Street Address:**

No Address, Coos Bay, OR 97420

**(b) Legal Description:**

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

### Encumbrances

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

### General Index Liens against Named Party

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

**Recorded Documents**

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

**a. Types of recordings:** Recorded Deeds

- b. List of recordings:**
- Patent  
Recording Date: May 9, 1887  
Recording No.: Book 15, Page 323
  
  - Deed  
Recording Date: April 7, 1903  
Recording No.: Book 38, Page 333
  
  - Deed  
Recording Date: October 20, 1905  
Recording No.: Book 41, Page 432
  
  - Deed  
Recording Date: April 15, 1908  
Recording No.: Book 51, Page 86
  
  - Deed  
Recording Date: July 28, 1919  
Recording No.: Book 80, Page 401
  
  - Deed  
Recording Date: July 28, 1919  
Recording No.: Book 80, Page 402
  
  - Deed  
Recording Date: March 30, 1923  
Recording No.: Book 89, Page 238
  
  - Deed  
Recording Date: October 27, 1928  
Recording No.: Book 106, Page 332
  
  - Deed  
Recording Date: October 27, 1928  
Recording No.: Book 106, Page 333
  
  - Deed  
Recording Date: December 29, 1938  
Recording No.: Book 133, Page 44
  
  - Deed  
Recording Date: January 30, 1942  
Recording No.: Book 141, Page 607
  
  - Agreement  
Recording Date: November 30, 1955  
Recording No.: Book 246, Page 669

Ticor Title Company of Oregon  
Order No. 360622040691

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

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

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

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

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

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

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

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

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

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

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

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

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

Ticor Title Company of Oregon  
Order No. 360622040691

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

**End of Reported Information**

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

Coos Bay Title

FAX

coosbaytitle@ticortitle.com

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

**EXHIBIT "A"**  
Legal Description

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

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

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

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

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

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

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

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

**EXHIBIT "A"**  
Legal Description

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

**LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

Ticor Title Company of Oregon  
Order No. 360622040691

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

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

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

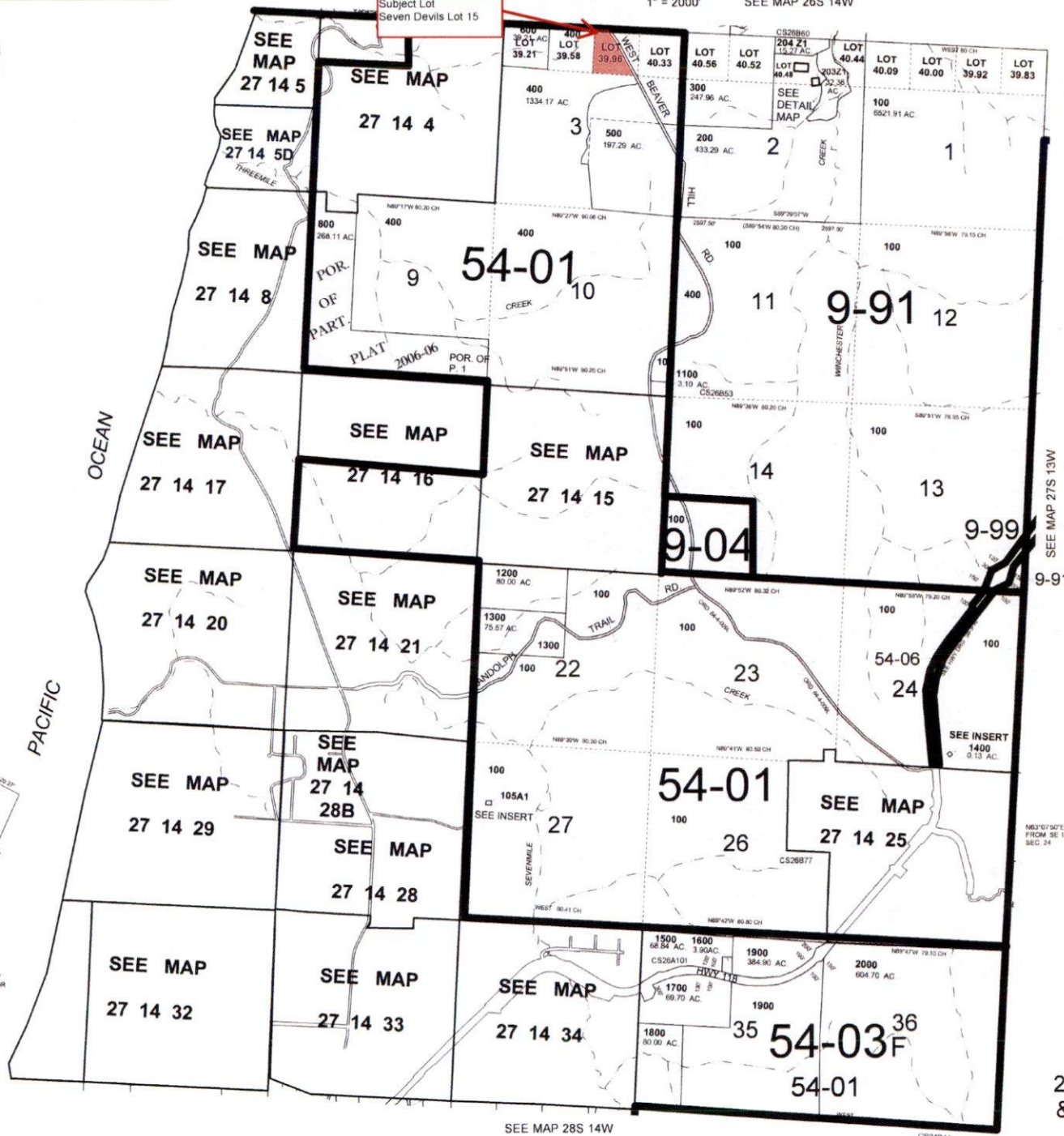
END OF THE LIMITATIONS OF LIABILITY

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SECTION 27 T27W R14W W.M. COOS COUNTY

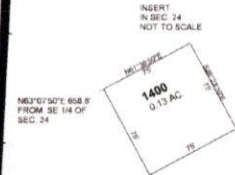
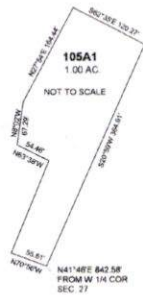
1" = 2000' SEE MAP 26S 14W

27S 14W & INDEX



CANCELLED NO

- 100M1
- 199M1
- 199M2
- 103
- 301
- 401
- 402
- 403
- 404
- 500M1
- 600M1
- 202
- 101A1
- 101B1
- 102A1
- 104A1
- 104B1
- 700
- 700M1
- 900M1
- 900M1
- 1000
- 201
- 201M1
- 201M2
- 201M3
- 106L1
- 801



SEE MAP 28S 14W

CS24841

8-21-2006  
27S 14W & INDEX

# ArcGIS Web Map

Original Configuration per deed book 143, page 43 (January 20, 1943).

Seven Devils Lot 15: Acreage conveyed by Coos County to Bohemia Inc as "Parcel I" by deed 87-5-5694 on September 9, 1987.

Remainder lot after conveyance of "Seven Devils Lot 15" by 87-5-5694 on September 9, 1987.

Seven Devils Lot 15

532 ft

T27SR14W

Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, USGS, EPA, USDA

1:18,056

0 0.15 0.3 0.6 mi

Bureau of Land Management, State of Oregon, State of Oregon DOT, :



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

Recorded January 19, 1943, 11:45 A.M.  
L. W. Oddy, County Clerk  
Grantee's Address: Marshfield, Oregon

L. W. Oddy  
County Clerk of Coos County, Oregon  
By Georgianna Vaughan, Deputy  
(Official Seal)

5977- KNOW ALL MEN BY THESE PRESENTS, That K. H. Hansen and Ida A. Hansen, husband and wife, of lawful age, in consideration of TEN Dollars to them paid by Metta E. Rosslow do hereby remise, release and forever QUITCLAIM unto the said Metta E. Rosslow and unto her heirs and assigns, all their rights, title and interest in and to all that parcel of real estate situate in the County of Coos, State of Oregon, to wit:

Beginning at a point on the East line of 6th Street in Myrtle Point, Oregon, 150 feet North of the Northeast corner of Ash and the said 6th Street, said beginning point being at the Northwest corner of a parcel of land in "Dixon Block" now owned by the grantee herein, running thence East parallel with the North line of said Ash street 86 2/3 feet, thence North parallel with said line of 6th street 80 feet to the South line of the Peterson property, thence West along said line 86 2/3 feet to the East line of said 6th Street, thence South along said 6th street 80 feet to the place of beginning.

TO HAVE AND TO HOLD, the same with all the privileges and appurtenances thereunto belonging unto said Metta E. Rosslow and unto her heirs and assigns forever.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 22nd day of August A. D., 1939.

Signed, Sealed and Delivered in the Presence of:

K. H. Hansen )Seal(  
Ida A. Hansen )Seal(

STATE OF OREGON  
COUNTY OF COOS SS: THIS CERTIFIES, That on this 22nd day of August A. D., 1939 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named K. H. Hansen and Ida A. Hansen, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

Recorded January 19, 1943, 1:35 P.M.  
L. W. Oddy, County Clerk  
Grantee's Address: Box 325  
Myrtle Point, Oregon

E. C. Roberts  
Notary Public for Oregon.  
My Commission expires July 2, 1940  
(Notarial Seal)

22. 145 page 2

5978-  
STATE OF OREGON  
COUNTY OF COOS SS: This indenture made this 28th day of December, 1942, by me Sheriff and Tax Collector of Coos County, State of Oregon, witnesseth:

WHEREAS, Pursuant to a certain tax foreclosure proceeding commenced and prosecuted to final determination and to a Judgment and Decree of the Circuit Court made and entered on the 23rd day of December, 1941, I did sell to Coos County, State of Oregon, certain real properties hereinafter described and did issue to said county a certificate of sale as evidence of the conveyance of such real properties to said county; and

WHEREAS, The sale of said real properties as aforesaid, was made subject to the right of redemption for a period of one year by any person having an interest therein at the date of the Judgment and Decree foreclosing the tax liens thereon, or by any heir or devisee of such person, or by any person holding a lien of record on any of said real properties.

by any municipal corporation having a lien on any of said real properties by reason of special assessment for local improvements; and

WHEREAS, The one year period from the date of said Judgment and Decree expired on the 26th day of December, 1942, and due notice of the expiration of such redemption period was given in the manner and form required by law; and

WHEREAS, The several real properties hereinafter described have not been redeemed from said Judgment and Decree of tax foreclosure and such sale to the county and the right of redemption of such properties has forever terminated and expired;

NOW THEREFORE, by virtue of the authority vested in me as Sheriff and Tax Collector of Coos County, (State of Oregon, I hereby do grant, bargain, sell and convey unto Coos County, a body politic and corporate, and one of the duly organized counties of the State of Oregon, and unto its successors and assigns, all right, title and interest in and to each of the several real properties described as follows:

TOWN OF COQUILLE CITY, IN COOS COUNTY, OREGON.

Lot	Block
Beg at NE cor of Lot 6, Blk. 1, run S. 65 feet E 21 ft., N 65 ft., W 21 ft., to beg in Reserve Lot	

ACADEMY ADDITION TO TOWN OF COQUILLE CITY, COOS COUNTY, OREGON.

Beg. 325 ft W of I 4, Blk 17 N. Add Coq. run N 75 ft E 95 ft. S 75 ft W. 95 ft to beg. (DR 127-421)	1
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BARROW & STRANG ADDITION TO CITY OF COQUILLE

ELLIOTT'S ADDITION TO COQUILLE CITY, COOS COUNTY, OREGON.

Lot	Block
11	23
7	32
8	32
7	40
10	40
12	40
8	46
9	46
5 & 6	51
7 to 9	51
4	53
5	53
11 & 12	54

NOSLER'S ADDITION TO TOWN OF COQUILLE CITY, COOS COUNTY, OREGON

Lot	Block
11	3
12	3

NOTLEY'S ADDITION TO COQUILLE CITY

Lot	Block
6	63
5	68
6	68

COQUILLE HEIGHTS

Lot	Block
3 to 7	3
1 to 5	4
1 & 2	7
2 to 8	8
4	8

FIRST ADDITION TO COQUILLE HEIGHTS

Lot	Block
5 to 7	1
8	1
1 & 2	2
4 to 8	2
3	2
1	3
2	3
3	3
15 to 14	4

E $\frac{1}{2}$ NW $\frac{1}{4}$ , Less parts in V 96 P 542 Deed Records, Coos County, Oregon	34	26	14
W $\frac{1}{2}$ SW $\frac{1}{4}$ -NE $\frac{1}{4}$ SE $\frac{1}{4}$	10	27	10
E $\frac{1}{2}$ NW $\frac{1}{4}$ - W $\frac{1}{2}$ NE $\frac{1}{4}$	24	27	10
N $\frac{1}{2}$	2	27	12
SW $\frac{1}{4}$	4	27	12
Und $\frac{1}{2}$ Timber SW $\frac{1}{4}$ SW $\frac{1}{4}$	13	27	12
Land des. in V 131 P 235 Deed Records, Coos County, Oregon	31	27	12
Land des. in V 104 P 570 Deed Records, Coos County, Oregon	31	27	12
Land des. in V. 95 P 514 Deed Records, Coos County, Oregon	3	27	13
Land des. in V 118 P 75 Deed Records, Coos County, Oregon	10	27	13
Und. 1/8 SW $\frac{1}{4}$ NE $\frac{1}{4}$	10	27	13
N $\frac{1}{2}$ SE $\frac{1}{4}$	13	27	13
NE $\frac{1}{2}$ NE $\frac{1}{4}$ , Less Drainage, Less Co. Rd.	15	27	13
Und 1/3 Mineral and oil on S $\frac{1}{2}$ SW $\frac{1}{4}$	15	27	13
N. 10 ac. SE $\frac{1}{2}$ NW $\frac{1}{4}$ less	21	27	13
Und $\frac{1}{2}$ Tidelands Fronting			
Lot 1	32	27	13
Lots 1 to 4	33	27	13
Lot 2	34	27	13
Lot 1	29	27	13
Und $\frac{1}{2}$ Tidelands fronting			
Lot 1	32	27	13
Lots 1 to 4	33	27	13
Lot 2	34	27	13
Lot 1	29	27	13
Land desc. in V. 120 P 549 Deed Records, Coos County, Oregon	36	27	13
NW $\frac{1}{4}$	2	27	14
N $\frac{1}{2}$ NE $\frac{1}{4}$	3	27	14
SE $\frac{1}{4}$	3	27	14
All	11	27	14
White Cedar tbr. on NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{2}$ NW $\frac{1}{4}$	20	28	10
NE $\frac{1}{4}$	22	28	10
Land des. in V. 107 P 59 Deed Records Coos Co., Oregon	15	28	11
SE $\frac{1}{2}$ SE $\frac{1}{4}$	36	28	11
Land des in V 120 P 366 Deed Records Coos Co., Oregon	6	28	12
Und $\frac{1}{2}$ of Land des in V. 109 P 430 Deed Records, Coos Co., Oregon	7	28	12
Und $\frac{1}{2}$ of Land des in V. 109 P 430 Deed Records, Coos Co., Oregon	7	28	12
Und $\frac{1}{2}$ of Land des in V. 109 P 430 Deed Records, Coos Co., Oregon	18	28	12
Und $\frac{1}{2}$ of Land des in V. 109 P 430 Deed Records, Coos Co., Oregon	18	28	12
NW $\frac{1}{4}$	34	28	12
All mineral and mineral oil lying and being on Lot 1-NE $\frac{1}{4}$ Less 3 ac.	8	28	13
Land des in V 69 P 379 Deed Records Coos Co., Oregon, less 12.8 acres	8	28	13
Land des in V 130 P 377 Deed Records Coos County, Oregon	8	28	13
Land des in V 122 P 394 Deed Records, Coos County, Ore. less Co. Rd.	24	28	13

Original Configuration of Seven Devils Lot 15.  
Later adjusted through 87-5-5694

D-149

STATE OF OREGON  
COUNTY OF COOS SS: This is to certify that on this 26th day of December A. D. 1942, before me, the undersigned, a Notary Public in and for the County of Coos and State of Oregon, personally appeared the hereinbefore named Wm. F. Howell, to me personally known to be the duly qualified and acting Sheriff and Tax Collector for Coos County, Oregon, the identical individual named as grantor in the foregoing instrument, and who acknowledged to me that he executed the foregoing instrument officially in his capacity as such Sheriff and Tax Collector freely and for the purposes therein named.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year in this, my certificate, first above written.

Recorded January 20, 1943, 9:30 A.M.  
L. W. Oddy, County Clerk

J. E. Axtell  
Notary Public for Oregon.  
My commission expires 3/19/1943  
(Notarial Seal)

11-11-87  
Lic # 401 80C  
SEP 13 1987

BOARD OF COMMISSIONERS  
COUNTY OF COOS  
STATE OF OREGON

MARY ANN WILSON  
COUNTY CLERK

87 5 5594

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In the Matter of Exchanging Certain County ) ORDER  
Forest Land for Land Owned by Bohemia, Inc. ) 87-09-157L

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

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

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

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

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

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

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

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

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

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

14 DATED THIS 9<sup>th</sup> day of September, 1987.

15  
16 BOARD OF COMMISSIONERS

17 Dr. Stevens  
18 Commissioner

19 Jack L. Bube  
20 Commissioner

21 Leslie Ann  
22 Commissioner

23  
24 Approved as to form:

25 Dave R. Pas  
26 Office of County Counsel

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

## EXHIBIT A

## COUNTY OWNED PARCELS TO BE DEEDED TO BOHEMIA, INC.

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

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

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

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

## BOHEMIA OWNED PARCELS TO BE DEEDED TO COOS COUNTY

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

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

Parcel II: Those portions of the S 1/2 of the NE 1/4 and the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 3, situated West of the centerline of West Beaver Hill County Road and also situated South and East of the following described line: Beginning at a point in the center of the County Road, said point being located 1062.14 feet North and 1177.34 feet East of the center of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South 67° 31' 15" West 117.90 feet; thence 106.96 feet along the arc of a 36° curve right through a central angle of 39° 13' 29"; thence North 73° 15' 15" West 32.25 feet; thence 84.74 feet along the arc of a 56° curve left through a central angle of 47° 27' 11"; thence South 59° 17' 33" West 122.96 feet; thence 70.15 feet through the arc of a 14° curve right through a central angle of 9° 49' 16"; thence South 69° 06' 49" West 493.79 feet; thence 472.39 feet along the arc of a 12° curve left through a central angle of 56° 41' 14"; thence South 12° 25' 35" West 221.29 feet; thence 158.32 feet along the arc of an 8° curve left through a central angle of 12° 39' 58"; thence South 00° 14' 21" East 26.49 feet; thence 69.19 feet along the arc of a 8° curve right through a central angle of 4° 09' 05"; thence South 03° 54' 44" West 116.93 feet; thence 106.94 feet along the arc of a 4° curve right through a central angle of 4° 16' 40"; thence South 08° 11' 24" West 11.74 feet; thence 169.29 feet along the arc of an 8° curve left through a central angle of 13° 32' 59"; thence South 05° 21' 11" East 37.19 feet; thence 192.50 feet along the arc of an 8° curve left through a central angle of 15° 23' 59"; thence South 20° 45' 10" East 41.68 feet; thence 129.96 feet along the arc of a 30° curve right through a central angle of 38° 59' 40"; thence South 18° 14' 30" West 102.10 feet; thence 47.60 feet along the arc of a 32° curve right through a central angle of 15° 13' 57"; thence South 33° 28' 27" West 36.80 feet; thence 70.03 feet along the arc of a 56° curve left through a central angle of 39° 13' 04"; thence South 05° 44' 37" East 32.80 feet; thence 73.23 feet along the arc of a 44° curve right through a central

87 5 5697

angle of  $21^{\circ} 28' 16''$ ; thence South  $15^{\circ} 28' 39''$  West 12.97 feet; thence 30.69 feet along the arc of a  $19^{\circ}$  curve right through a central angle of  $96^{\circ} 34' 07''$ ; thence South  $21^{\circ} 22' 46''$  West 118.46 feet; thence 34.86 feet along the arc of an  $18^{\circ}$  curve left through a central angle of  $6^{\circ} 15' 53''$  to the South line of the NE  $1/4$  of the SW  $1/4$  of Section 9, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

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

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

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

Parcel V: That portion of the E  $1/2$  of the NE  $1/4$  of Section 18 situated East of the centerline of West Beaver Hill Road.

EXHIBIT A - 2

ALLEN A. SWENSON  
ASSESSOR

87 5 5698

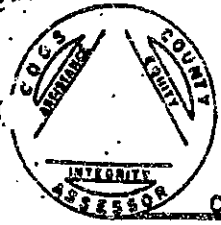


EXHIBIT B

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

April 20, 1987

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

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

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



EXHIBIT C-1

87 5 5009

*County of Coos*

FORESTRY DEPARTMENT

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

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

September 3, 1987

MEMO

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

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

These appraisals show the following values:

1. Total County value:	\$67,986.00
2. Total Bohemia value:	<u>\$52,446.00</u>
Difference	<u>\$15,540.00</u>

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

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

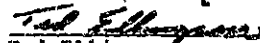
  
Ted Ellingsen

EXHIBIT C-2

COOS COUNTY PARCELS VALU

87 5 5700

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

EXHIBIT C-3

BOHEMIA PARCELS VALUE

87 5 5701

Species	Grade	Gross Value Stumpage	Less Adjustment	Net Value Stumpage	Volume MBF	Value Totals
D. Fir	2N	138	-	-	-	-
	2H	146	-	-	-	-
	3H	120	26	94	58	5452
Total D. Fir					58	5452
Spruce	2H	109	26	79	118	9322
	3H	76	26	50	536	26800
Total Spruce					556	36122
Hemlock	3M	120	-	-	-	-
	3H	102	26	76	38	2888
Total Hemlock					38	2888
Red Cedar	2H	152	-	-	-	-
	3H	126	26	100	4	400
Total Red Cedar					4	400
P. O. Cedar	2H	160	-	-	-	-
	3H	87	26	61	12	732
Total P. O. Cedar					12	732
Alder	Saw Logs	60	26	34	29	986
Total Alder					29	986
PARCEL TOTALS					795 MBF	46580

36 Acres of Land at 61.10/Acre = Rounded

5,866

TOTAL

\$ 52,446

## BARGAIN AND SALE DEED

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

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

Parcel II: Those portions of the S 1/2 of the NE 1/4 and the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 3, situated West of the centerline of West Beaver Hill County Road and also situated South and East of the following described line: Beginning at a point in the center of the County Road, said point being located 1082.14 feet North and 1177.34 feet East of the center of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South 67° 31' 15" West 117.90 feet; thence 108.96 feet along the arc of a 36° curve right through a central angle of 39° 13' 29"; thence North 73° 15' 15" West 32.25 feet; thence 84.74 feet along the arc of a 56° curve left through a central angle of 47° 27' 11"; thence South 59° 17' 33" West 122.96 feet; thence 70.15 feet through the arc of a 14° curve right through a central angle of 9° 49' 16"; thence South 69° 06' 49" West 493.79 feet; thence 472.39 feet along the arc of a 12° curve left through a central angle of 56° 41' 14"; thence South 12° 25' 35" West 117.58 feet; thence 158.32 feet along the arc of an 8° curve left through a central angle of 12° 39' 56"; thence South 00° 14' 21" East 26.49 feet; thence 69.19 feet along the arc of a 6° curve right through a central angle of 4° 09' 05"; thence South 03° 54' 44" West 116.93 feet; thence 106.94 feet along the arc of a 4° curve right through a central angle of 4° 16' 40"; thence South 08° 11' 24" West 11.74 feet; thence 169.29 feet along the arc of an 8° curve left through a central angle of 13° 32' 59"; thence South 05° 21' 11" East 37.19 feet; thence 192.50 feet along the arc of an 8° curve left through a central angle of 15° 23' 59"; thence South 20° 45' 10" East 41.68 feet; thence 129.98 feet along the

Acreage is conveyed from Lot 18 to Coos County

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

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

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

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

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

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

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

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

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

BARGAIN AND SALE DEED - 2

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

Dated this 9th day of ~~September~~<sup>October</sup>, 1987.

Bohemia, Inc.

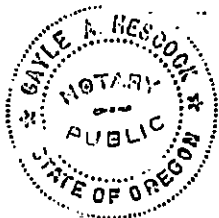
GRANTOR

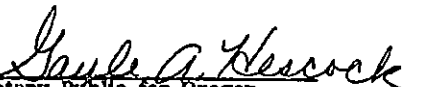


Fred J. Kupel  
Vice President-Finance

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

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



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

STATUTORY WARRANTY DEED

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

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

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

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

DATED this 3rd day of April, 1992.

GRANTOR:

Bohemia Inc., an Oregon corporation:

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

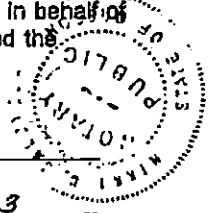
By: J. A. Parsons  
J. A. Parsons, Secretary

STATE OF OREGON )  
                          ) ss.  
County of Multnomah )

Date: April 3, 1992

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

Archie J. Salminen  
Notary Public for Oregon  
My Commission Expires: 3/1/93



1. STATUTORY WARRANTY DEED

92 04 0258

Grantor's Name and Address:

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

Grantee's Name and Address:

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

After recording return to:

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

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

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

Tax Account and Lot Information:

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

[p:\efsmisc\wi-ros-1.ded:4-2-92]

2. STATUTORY WARRANTY DEED

559

## EXHIBIT "A"

TRACT I:

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

## SUBJECT TO:

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

3. EXHIBIT "A" --- STATUTORY WARRANTY DEED



**TRACT III:**

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

**SUBJECT TO:**

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

5. EXHIBIT "A" -- STATUTORY WARRANTY DEED

562

## TRACT IV:

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

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

**EXCEPT:** Those portions of the S ½ of the NE ¼ and the SE ¼ of the NW ¼, and the NE ¼ of the SW ¼ of Section 3, situated West of the centerline of West Beaver Hill County Road, and also situated South and East of the following described line: Beginning at a point in the center of the County Road, said point being located 1062.14 feet North and 1177.34 feet East of the center of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South 67° 31' 15" West 117.90 feet; thence 108.96 feet along the arc of a 36° curve right through a central angle of 39° 13' 29"; thence North 73° 15' 15" West 32.25 feet; thence 84.74 feet along the arc of a 56° curve left through a central angle of 47° 27' 11"; thence South 59° 17' 33" West 122.96 feet; thence 70.15 feet through the arc of a 14° curve right through a central angle of 9° 49' 16"; thence South 69° 06' 49" West 493.79 feet; thence 472.39 feet along the arc of a 12° curve left through a central angle of 56° 41' 14"; thence South 12° 25' 35" West 117.58 feet; thence 158.32 feet along the arc of an 8° curve left through a central angle of 12° 39' 56"; thence South 00° 14' 21" East 26.49 feet; thence 69.19 feet along the arc of a 6° curve right through a central angle of 4° 09' 05"; thence South 03° 54' 44" West 116.93 feet; thence 106.94 feet along the arc of a 4° curve right through a central angle of 4° 16' 40"; thence South 08° 11' 24" West 11.74 feet; thence 169.29 feet along the arc of an 8° curve left through a central angle of 13° 32' 59"; thence South 05° 21' 11" East 37.19 feet; thence 192.50 feet along the arc of an 8° curve left through a central angle of 15° 23' 59"; thence South 20° 45' 10" East 41.68 feet; thence 129.98 feet along the arc of a 30° curve right through a central angle of 38° 59' 40"; thence South 18° 14' 30" West 102.10 feet; thence 47.60 feet along the arc of a 32° curve right through a central angle of 15° 13' 57"; thence South 33° 28' 27" West 36.50 feet; thence 70.03 feet along the arc of a 56° curve left through a central angle of 39° 13' 04"; thence South 05° 44' 37" East 32.80 feet; thence 48.23 feet along the arc of a 44° curve right through a central angle of 21° 13' 16"; thence South 15° 28' 39" West 19.97 feet; thence 60.69 feet along the arc of a 10° curve right through a central

## 6. EXHIBIT "A" -- STATUTORY WARRANTY DEED

angle of  $06^{\circ} 4' 07''$ ; thence South  $21^{\circ} 32' 46''$  West 118.48 feet; thence 34.80 feet along the arc of an  $18^{\circ}$  curve left through a central angle of  $6^{\circ} 15' 53''$  to the South line of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

**PARCEL II:** The SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of Section 4, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

**PARCEL III:** The NE  $\frac{1}{4}$ ; the E  $\frac{1}{2}$  of the NW  $\frac{1}{4}$ ; the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and the N  $\frac{1}{2}$  of SE  $\frac{1}{4}$  of Section 9, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

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

**EXCEPT:** The S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 10, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, less any portion lying West of the Charleston Highway.

**ALSO EXCEPT:** That portion of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 10 situated East of the centerline of West Beaver Hill County Road.

**ALSO EXCEPT:** That portion of the E  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 10 situated East of the centerline of West Beaver Hill County Road, excepting therefrom the S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  as described in deed bearing Microfilm Reel No. 79-2-7033, Records of Coos County, Oregon.

**PARCEL V:** That portion of the W  $\frac{1}{2}$  of the W  $\frac{1}{2}$  of Section 11, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, situated West of the centerline of West Beaver Hill County Road.

**PARCEL VI:** The NE  $\frac{1}{4}$  of Section 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

**EXCEPTING THEREFROM THE FOLLOWING PARCELS:**

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

7. EXHIBIT "A" -- STATUTORY WARRANTY DEED

92 04 0258

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

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



2-17 DN 04/07/1992  
By M WILSON Deputy

# pages 11 Fee \$ 83.00

11. EXHIBIT "A" -- STATUTORY WARRANTY DEED

568



TITLE NO. 7139-735881  
 ESCROW NO. EU05-4111  
 TAX ACCT NO'S: 5804.00, 5868.00, 5872.00, 5877.00  
 5878.00, 5880.00, 5881.01, 7551.00, 5888.00,  
 5890.00, 5876.00, 7548.00, 7549.00, 7549.90,  
 7552.03, 7605.00

RECORDED BY  
 FIRST AMERICAN TITLE  
 735881

**BARGAIN AND SALE DEED**

**ROSBORO LUMBER COMPANY, Grantor,**  
 conveys to  
**ROSBORO, LLC, an Oregon Limited Liability Company, Grantee**


hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of COOS, State of Oregon, described as follows, to-wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

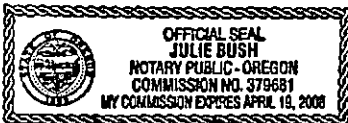
The true consideration for this conveyance is TO CORRECT THE VESTING.

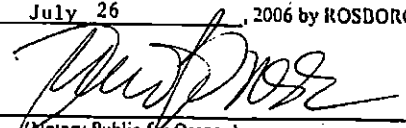
Dated this 26th day of July, 2006.

ROSBORO, LLC  
  
 BY: DAVID L. WEZA, CEO

State of Oregon  
 County of LANE

This instrument was acknowledged before me on July 26, 2006 by ROSBORO, LLC  
 by DAVID L. WEZA, CEO.



  
 (Notary Public for Oregon)  
 My commission expires 4-19-08

ROSBORO LUMBER COMPANY  
 P O BOX 20  
 SPRINGFIELD, OR 97477  
 GRANTOR'S NAME AND ADDRESS

Until a change is requested  
 all tax statements shall be  
 sent to the following address:  
 \*\*\*SAME AS GRANTEE\*\*\*

ROSBORO, LLC  
 P O BOX 20  
 SPRINGFIELD, OR 97477  
 GRANTEE'S NAME AND ADDRESS

After recording return to:  
 CASCADe TITLE CO.  
 811 WILLAMETTE  
 EUGENE, OR 97401

COOS COUNTY CLERK, OREGON TOTAL \$51.00  
 TERRI L. TURI, CCC, COUNTY CLERK

07/27/2006 #2006-10299  
 03:17PM 1 OF 6

**Exhibit "A"**

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

**PARCEL I**

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

APN 5804.00

**PARCEL II**

GOVERNMENT LOTS 1, 2 AND 3 OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

APN 5868.00

**PARCEL III**

THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

APN 5872.00

**PARCEL IV**

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 26 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

APN 5877.00

**PARCEL V**

THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 26 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

APN 5878.00

**PARCEL VI**

THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 26 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, TOGETHER WITH THAT PORTION OF VACATED SEVEN DEVILS ROAD THAT WOULD INURE TO SAID PROPERTY BY OPERATION OF LAW.

SAVE AND EXCEPT ANY PORTION LYING WITHIN THE COUNTY ROAD RIGHT OF WAY

ALSO SAVE AND EXCEPT THAT PORTION CONVEYED TO COOS COUNTY, BY DEDICATION DEED RECORDED 8-26-02 AS MICROFILM NO. 2002-11128, RECORDS OF COOS COUNTY, OREGON.

APN 5880.00

**PARCEL VII**

COOS COUNTY CLERK, OREGON      TOTAL \$51.00  
TERRI L. TURI, CCC, COUNTY CLERK

07/27/2006    #2006-10299  
03:17PM      2 OF 6

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 26 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, SAVE AND EXCEPT ANY PORTION LYING WITHIN PUBLIC ROAD RIGHT OF WAY.

APN 5881.01

PARCEL VIII

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

APN 7551.00

PARCEL IX

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, SAVE AND EXCEPT ANY PORTION LYING WITHIN PUBLIC ROAD RIGHTS OF WAY.

APN 5888.00

PARCEL X

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, SAVE AND EXCEPT AND PORTION LYING WITHIN PUBLIC ROAD RIGHTS OF WAY.

APN 5890.00

PARCEL XI

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 26 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

APN 5876.00

PARCEL XII

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

APN 7548.00

PARCEL XIII

PARCEL A; THE NE ¼ OF THE NW ¼ (GOVERNMENT LOT 3); THE S ½ OF THE NW ¼ AND THE SW ¼ OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

ALSO: THAT PORTION OF THE NW ¼ OF THE NE ¼ AND THE S ½ OF THE NE ¼ OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, SITUATED WEST OF THE CENTERLINE OF THE WEST BEAVER HILL COUNTY ROAD.

EXCEPT: THOSE PORTIONS OF THE S ½ OF THE NE ¼ AND THE SE ¼ OF THE NW ¼, AND THE NE ¼

OF THE SW ¼ OF SECTION 3, SITUATED WEST OF THE CENTERLINE OF WEST BEAVER HILL COUNTY ROAD, AND ALSO SITUATED SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE CENTER OF THE COUNTY ROAD, SAID POINT BEING LOCATED 1062.14 FEET NORTH AND 1177.34 FEET EAST OF THE CENTER OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE SOUTH 67° 31' 15" WEST 117.90 FEET; THENCE 108.96 FEET ALONG THE ARC OF A 36° CURVE RIGHT THROUGH A CENTRAL ANGLE OF 39° 13' 29"; THENCE NORTH 73° 15' 15" WEST 32.25 FEET; THENCE 84.74 FEET ALONG THE ARC OF A 56° CURVE LEFT THROUGH A CENTRAL ANGLE OF 47° 27' 11"; THENCE SOUTH 59° 17' 33" WEST 122.96 FEET; THENCE 70.15 FEET THROUGH THE ARC OF A 14° CURVE RIGHT THROUGH A CENTRAL ANGLE OF 9° 49' 16"; THENCE SOUTH 69° 06' 49" WEST 493.79 FEET; THENCE 472.39 FEET ALONG THE ARC OF A 12° CURVE LEFT THROUGH A CENTRAL ANGLE OF 56° 41' 14"; THENCE SOUTH 12° 25' 35" WEST 117.58 FEET; THENCE 158.32 FEET ALONG THE ARC OF AN 8° CURVE LEFT THROUGH A CENTRAL ANGLE OF 12° 39' 56"; THENCE SOUTH 00° 14' 21" EAST 26.49 FEET; THENCE 69.19 FEET ALONG THE ARC OF A 6° CURVE RIGHT THROUGH A CENTRAL ANGLE OF 4° 09' 05"; THENCE SOUTH 03° 54' 44" WEST 116.93 FEET; THENCE 106.94 FEET ALONG THE ARC OF A 4° CURVE RIGHT THROUGH A CENTRAL ANGLE OF 4° 16' 40"; THENCE SOUTH 08° 11' 24" WEST 11.74 FEET; THENCE 169.29 FEET ALONG THE ARC OF AN 8° CURVE LEFT THROUGH A CENTRAL ANGLE OF 13° 32' 59"; THENCE SOUTH 05° 21' 11" EAST 37.19 FEET; THENCE 192.50 FEET ALONG THE ARC OF AN 8° CURVE LEFT THROUGH A CENTRAL ANGLE OF 15° 23' 59"; THENCE SOUTH 20° 45' 10" EAST 41.68 FEET; THENCE 129.98 FEET ALONG THE ARC OF A 30° CURVE RIGHT THROUGH A CENTRAL ANGLE OF 38° 59' 40"; THENCE SOUTH 18° 14' 30" WEST 102.10 FEET; THENCE 47.60 FEET ALONG THE ARC OF A 32° CURVE RIGHT THROUGH A CENTRAL ANGLE OF 15° 13' 57"; THENCE SOUTH 33° 28' 27" WEST 36.50 FEET; THENCE 70.03 FEET ALONG THE ARC OF A 56° CURVE LEFT THROUGH A CENTRAL ANGLE OF 39° 13' 04"; THENCE SOUTH 05° 44' 37" EAST 32.80 FEET; THENCE 48.23 FEET ALONG THE ARC OF A 44° CURVE RIGHT THROUGH A CENTRAL ANGLE OF 21° 13' 16"; THENCE SOUTH 15° 28' 39" WEST 19.97 FEET; THENCE 60.69 FEET ALONG THE ARC OF A 10° CURVE RIGHT THROUGH A CENTRAL ANGLE OF 06° 4' 07"; THENCE SOUTH 21° 32' 46" WEST 118.48 FEET; THENCE 34.80 FEET ALONG THE ARC OF AN 18° CURVE LEFT THROUGH A CENTRAL ANGLE OF 6° 15' 53" TO THE SOUTH LINE OF THE NE ¼ OF THE SW ¼ OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

PARCEL B; PARCEL NE ¼; THE E ½ OF THE NW ¼; THE NE ¼ OF THE SW ¼ AND THE N ½ OF SE ¼ OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

PARCEL C; SECTION 10, TOWNSHIP 27 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

EXCEPT: THE S ½ OF THE SE ¼ OF THE SE ¼ OF THE SE ¼ OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, LESS ANY PORTION LYING WEST OF THE CHARLESTON HIGHWAY.

ALSO EXCEPT: THAT PORTION OF THE NE ¼ OF THE NE ¼ OF SECTION 10 SITUATED EAST OF THE CENTERLINE OF WEST BEAVER HILL COUNTY ROAD.

ALSO EXCEPT: THAT PORTION OF THE E ½ OF THE SE ¼ OF SECTION 10 SITUATED EAST OF THE CENTERLINE OF WEST BEAVER HILL COUNTY ROAD, EXCEPTING THEREFROM THE S ½ OF THE SE ¼ OF THE SE ¼ OF THE SE ¼ AS DESCRIBED IN DEED BEARING MICROFILM REEL NO. 79-2-7033. RECORDS OF COOS COUNTY, OREGON.

PARCEL D; THAT PORTION OF THE W ½ OF THE W ½ OF SECTION 11, TOWNSHIP 27 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, SITUATED WEST OF THE CENTERLINE OF WEST BEAVER HILL COUNTY ROAD.

APN 7549.00 AND 7549.90

COOS COUNTY CLERK, OREGON TOTAL \$51.00  
TERRI L. TURI, CCC, COUNTY CLERK

07/27/2006 #2006-10299  
03:17PM 4 OF 6

When recorded, return to:  
WEYERHAEUSER COMPANY  
Land Title Department, CH1-F23  
PO Box 9777  
Federal Way WA 98063-9777

Send Tax Statements to:  
WEYERHAEUSER COMPANY  
TAX DEPARTMENT, CH1-C28  
PO BOX 9777  
FEDERAL WAY WA 98063-7777

RECORDED BY  
FIRST AMERICAN TITLE

735881

Tax Map/Lot Nos.	Property ID Nos.	
26-14-20-1900	5804.00	
26-14-29-200	5868.00	
26-14-29-700	5872.00	
26-14-33-300	5877.00	
26-14-33-400	5878.00	
26-14-33-600	5880.00	
26-14-33-200	5881.01	
27-14-4-100	7551.00	
26-14-34-600	5888.00	
26-14-34-700	5890.00	
26-14-33-100	5876.00	
27-14-00-600	7548.00	
27-14-00-400	7549.00	
27-14-00-400	7549.90	
27-14-4-600	7552.03	
27-14-15-500	7605.00	

### SPECIAL WARRANTY DEED

The GRANTOR, **ROSBORO, LLC**, an Oregon limited liability company, who acquired title as Rosboro Lumber Company, LLC and/or Rosboro Lumber Company, L.L.C., for valuable consideration, receipt of which is hereby acknowledged, conveys and specially warrants to **WEYERHAEUSER COMPANY**, a Washington corporation, GRANTEE, the real estate situated in **COOS COUNTY, OREGON**, described on *Exhibit A* attached hereto and by this reference made a part hereof, free of encumbrances created or suffered by Grantor, except as specifically set forth on *Exhibit B* attached hereto and by this reference made a part hereof.

The true and actual consideration for this transfer is: \$7,200,000.00 (which is paid by Grantee's Qualified Intermediary as part of a Section 1031 deferred exchange to Grantor's Qualified Intermediary as part of a Section 1031 deferred exchange).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

Rosboro, LLC to Weyerhaeuser Company  
Coos County, Oregon / Seven Devils Tract  
T2006-310 (ad) / Page 1 of 11

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

07/27/2006 #2006-10300  
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**Exhibit A**  
Seven Devils Tract

Real property in the **COUNTY OF COOS, STATE OF OREGON**, described as follows:

*Parcel I*

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 20, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

*Parcel II*

Government Lots 1, 2 and 3 of Section 29, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

*PARCEL III*

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section 29, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

*PARCEL IV*

The West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

*PARCEL V*

The Northwest Quarter (NW $\frac{1}{4}$ ) of Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

*PARCEL VI*

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, together with that portion of vacated Seven Devils Road that would inure to said property by operation of law;  
SAVE AND EXCEPT any portion lying within the existing county road right of way;  
ALSO SAVE AND EXCEPT that portion conveyed to Coos County by Dedication Deed recorded August 26, 2002 as Microfilm No. 2002-11128, Records of Coos County, Oregon.

*PARCEL VII*

The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, SAVE AND EXCEPT any portion lying within public road right of way.

*PARCEL VIII*

The Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section 4, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

Rosboro, LLC to Weyerhaeuser Company  
Coos County, Oregon / Seven Devils Tract  
T2006-310 (ad) / Page 3 of 11

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

07/27/2006    #2006-10300  
03:17PM      3 OF 11

*PARCEL IX*

The Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 34, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, SAVE AND EXCEPT any portion lying within public road rights of way.

*PARCEL X*

The Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 34, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, SAVE AND EXCEPT any portion lying within public road rights of way.

*PARCEL XI*

The Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

*PARCEL XII*

The Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

*PARCEL XIII*

**TRACT A:** The NE¼ of the NW¼ (Government Lot 3); the S½ of the NW¼ and the SW¼ of Section 3, Township 27 South, Range 14 West Of The Willamette Meridian, Coos County, Oregon;

ALSO, that portion of the NW¼ of the NE¼ and the S½ of the NE¼ of Section 3, Township 27 South, Range 14 West Of The Willamette Meridian, Coos County, Oregon, situated West of the centerline of the West Beaver Hill County Road SAVE AND EXCEPT those portions of the S½ of the NE¼ and the SE¼ of the NW¼ and the NE¼ of the SW¼ of Section 3, lying West of the centerline of West Beaver Hill County Road, AND ALSO situated South and East of the following described line:

Beginning at a point in the center of the County Road, said point being located 1062.14 feet North and 1177.34 feet East of the center of Section 3, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon;

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

thence 106.94 feet along the arc of a 4° curve right through a central angle of 4° 16' 40";  
thence South 08° 11' 24" West 11.74 feet;  
thence 169.29 feet along the arc of an 8° curve left through a central angle of 13° 32' 59";  
thence South 05° 21' 11" East 37.19 feet;  
thence 192.50 feet along the arc of an 8° curve left through a central angle of 15° 23' 59";  
thence South 20° 45' 10" East 41.68 feet;  
thence 129.98 feet along the arc of a 30° curve right through a central angle of 38° 59' 40";  
thence South 18° 14' 30" West 102.10 feet;  
thence 47.60 feet along the arc of a 32° curve right through a central angle of 15° 13' 57";  
thence South 33° 28' 27" West 36.50 feet;  
thence 70.03 feet along the arc of a 56° curve left through a central angle of 39° 13' 04";  
thence South 05° 44' 37" East 32.80 feet;  
thence 48.23 feet along the arc of a 44° curve right through a central angle of 21° 13' 16";  
thence South 15° 28' 39" West 19.97 feet;  
thence 60.69 feet along the arc of a 10° curve right through a central angle of 06° 04' 07";  
thence South 21° 32' 46" West 118.48 feet;  
thence 34.80 feet along the arc of an 18° curve left through a central angle of 6° 15' 53" to  
the south line of the NE¼ of the SW¼ of Section 3, Township 27 South, Range 14 West of  
the Willamette Meridian, Coos County, Oregon.

**TRACT B:** The NE¼; the E½ of the NW¼; the NE¼ of the SW¼ and the N½ of SE¼ of Section 9, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

**TRACT C:** ALL of Section 10, Township 27 South, Range 14 West Of The Willamette Meridian, Coos County, Oregon; SAVE AND EXCEPT the S½ of the SE¼ of the SE¼ of the SE¼ of Section 10, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, less any portion lying west of the Charleston Highway; also SAVE AND EXCEPT that portion of the NE¼ of the NE¼ of Section 10 situated East of the centerline of West Beaver Hill County Road; also SAVE AND EXCEPT that portion of the E½ of the SE¼ of Section 10 situated East of the centerline of West Beaver Hill County Road, excepting therefrom the S½ of the SE¼ of the SE¼ of the SE¼ as described in Deed bearing Microfilm Reel No. 79-2-7033, Records Of Coos County, Oregon.

**TRACT D:** That portion of the W½ of the W½ of Section 11, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, situated West of the centerline of West Beaver Hill County Road.

*Parcel XIV*

The SE¼ of the NE¼ and the SE¼ of Section 4, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

*Parcel XV*

The NE¼ of Section 15, Township 27 South, Range 14 West of the Willamette Meridian, Coos

Rosboro, LLC to Weyerhaeuser Company  
Coos County, Oregon / Seven Devils Tract  
T2006-310 (ad) / Page 5 of 11

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

07/27/2006 #2006-10300  
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28. Reservation of easement for roadway purposes and maintenance agreement, including terms and provisions thereof.  
Recorded: October 26, 1993 as Microfilm No. 93-10-1046, Records of Coos County
29. Memorandum of Oil and Gas Lease, including terms and provisions contained therein:  
Recorded: June 24, 2002 as Microfilm No. 2002-8150  
Amended by: Instrument recorded September 21, 2005 as Microfilm No. 2005-14449  
Amended by: Instrument recorded October 21, 2005 as Microfilm No. 2005-16013, Records of Coos County  
Between: Coos County, a political subdivision of the State of Oregon, Lessor  
And: CDX Gas, LLC, Lessee  
The lessees interest in the above lease was assigned to Methane Energy Corporation by assignment recorded May 17, 2004 as Microfilm No. 2004-6609, Records of Coos County  
Assignment of overriding Royalty Interest, including the terms and provisions thereof, recorded June 7, 2004 as Microfilm No. 2004-7778, Records of Coos County, Oregon
30. Memorandum of mineral sands mining lease, including terms and provisions contained therein:  
Recording Information: February 15, 2006 as Microfilm No. 2006-2117, Records of Coos County  
Lessor: Weyerhaeuser Company, a Washington corporation  
Lessee: Oregon Resources Corporation, an Oregon corporation

--- End of Exhibit A ---

Rosboro, LLC to Weyerhaeuser Company  
Coos County, Oregon / Seven Devils Tract  
T2006-310 (ad) / Page 11 of 11

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

07/27/2006    #2006-10300  
03:17PM      11 OF 11

**AFTER RECORDING, RETURN TO:**

Cheryl L. Wilson  
Oregon Resources Corporation  
Suite 250, 920 SW Sixth Avenue  
Portland, Oregon 97204

**AMENDED AND RESTATED  
MEMORANDUM OF MINERAL SANDS MINING LEASE**

**BETWEEN:** WEYERHAEUSER COMPANY,  
a Washington corporation LESSOR

**AND:** OREGON RESOURCES CORPORATION,  
an Oregon corporation LESSEE

For \$10 dollars and other good and valuable consideration, Weyerhaeuser Company and Oregon Resources Corporation have entered into an Amended and Restated Mineral Sands Mining Lease (the "Lease") effective as of January 1, 2006, thereby amending the Memorandum of Mineral Sands Mining Lease recorded February 15, 2006, as Instrument No. 2006-2117, records of Coos County, Oregon. The Lease covers Sections 3, 4, 9, 10, and 15, Township 27 South, Range 14 West, and Section 33, Township 26 South, Range 14 West, all in Coos County, Oregon, as more fully described in attached Exhibit A (the "Leased Area"), which contains approximately 1,856 acres, more or less.

Subject to all the terms of the Lease, which are incorporated by reference in this Memorandum, Lessor grants to Lessee the exclusive right to use the Property for all purposes reasonably incident to exploring for, developing, mining, extracting, milling, stockpiling, storing, processing, removing, and marketing all mineral sands, by surface mining methods or otherwise, including all metals and other minerals that may be found within the top two hundred (200) feet below the surface ("Mineral Sands") of the Leased Area, together with any and all surface and subsurface rights and privileges in or appurtenant to the Leased Area that Weyerhaeuser may own that are necessary, incident to, or convenient for the economical operation of the Leased Area ("Permitted Uses") for a primary term of

ten (10) years, ending December 31, 2015, provided that Lessee may renew this Lease for an additional term of five (5) years before the end of the primary term.

Inquiries regarding the Mineral Sands Mining Lease may be directed to:

WEYERHAEUSER COMPANY  
Mineral Resources  
PC2-121  
P.O. Box 9777  
Federal Way, WA 98063-9777  
Tel: 253-924-2567  
Fax: 253.924.3862  
Attn: Manager, Western Minerals

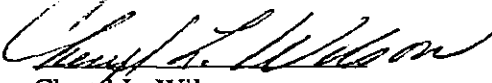
OR

OREGON RESOURCES CORPORATION  
Suite 250, 920 SW Sixth Avenue  
Portland, OR 97204  
Tel: 503-227-5228  
Fax: 503.227.0031  
Attn: President

This Memorandum of Mineral Sands Mining Lease is executed as of February 1, 2007.



**LESSOR:**

OREGON RESOURCES CORPORATION

By:   
Cheryl L. Wilson  
Its: President

**LESSEE:**

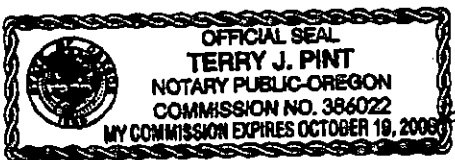
WEYERHAEUSER COMPANY

By:    
David L. Godwin  
Its: Director, Mineral Resources

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH )

On this 27 day of <sup>April</sup>~~February~~, 2007, before me personally appeared Cheryl L. Wilson, to me known to be the President of OREGON RESOURCES CORPORATION, an Oregon corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

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



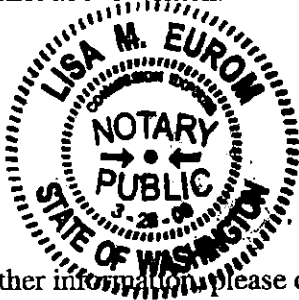
*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

STATE OF WASHINGTON  
COUNTY OF KING

} ss

On this 12<sup>th</sup> day of April 2007, before me personally appeared David L. Godwin, to me known to be the Director of Mineral Resources for WEYERHAEUSER COMPANY, a Washington corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Lisa M Euron  
Notary Public in and for the State of Washington.  
My appointment expires: 3/28/09

For further information, please contact:

LESSOR:

WEYERHAEUSER COMPANY  
Mineral Resources  
PC2-121  
P.O. Box 9777  
Federal Way, WA 98063-9777  
Tel: 253-924-2567  
Fax: 253.924.3862  
Attn: Manager, Western Minerals

LESSEE:

OREGON RESOURCES CORPORATION  
9603 NW Silver Ridge Loop  
Portland, OR 97229  
Tel: 503-227-5228  
Fax: 503.227.0031  
Attn: President

EXHIBIT A  
TO  
AMENDED AND RESTATED  
MEMORANDUM OF MINERAL SANDS MINING LEASE

**IN COOS COUNTY, OREGON**

**TOWNSHIP 26 SOUTH, RANGE 14 WEST, W.M.**

**Section 33:** SE $\frac{1}{4}$ , Together with that portion of vacated Seven Devils Road that would inure to said property by operation of law;

LESS AND EXCEPT any portion lying within the existing county road right of way;

ALSO LESS AND EXCEPT that portion conveyed to Coos County by Dedication Deed recorded August 26, 2002 as Microfilm No. 2002-11128, Records of Coos County, Oregon.

**TOWNSHIP 27 SOUTH, RANGE 14 WEST, W.M.**

**Section 3:** NW $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$  (Government Lot 3), S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW  $\frac{1}{4}$

Also that portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  and S $\frac{1}{2}$ NE $\frac{1}{4}$  situated west of the centerline of the West Beaver Hill County Road

LESS AND EXCEPT those portions of the S $\frac{1}{2}$ NE $\frac{1}{4}$  and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ , and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 3 situated west of the centerline of West Beaver Hill County Road, and also situated south and east of the following described line:

Beginning at a point in the center of the county road, said point being located 1062.14 feet north and 1177.34 feet east of the center of said Section 3;

Thence South 67° 31' 15" West 117.90 feet;

Thence 108.96 feet along the arc of a 36° curve right through a central angle of 39° 13' 29";

Thence North 73° 15' 16" West 32.25 feet;

Thence 84.74 feet along the arc of 56° curve left through a central angle of 47° 27' 11";

Thence South 59° 17' 33" West 122.96 feet;

Thence 70.15 feet through the arc of a 14° curve right through a central angle of 9° 49' 16";

Thence South 69° 06' 49" West 493.79 feet;

Thence 472.39 feet along the arc of a 12° curve left through a central angle of 56° 41' 14";

Thence South 12° 25' 35" West 117.58 feet;

Thence 158.32 feet along the arc of an 8° curve left through a central angle of 12° 39' 56";

Thence South 00° 14' 21" East 26.49 feet;

Thence 69.19 feet along the arc of a 6° curve right through a central angle of 4° 09' 05";

Thence South 03° 54' 44" West 116.93 feet;

Thence 106.94 feet along the arc of a 4° curve right through a central angle of 4° 16' 40";

Thence South 08° 11' 24" West 11.74 feet;

Thence 169.29 feet along the arc of an 8° curve left through a central angle of 13° 32' 59";

Thence South 05° 21' 11" East 37.19 feet;

Thence 192.50 feet along the arc of an 8° curve left through a central angle of 15° 23' 59"

Thence South 20° 45' 10" East 41.68 feet;

Thence 129.98 feet along the arc of a 30° curve right through a central angle of 38° 59' 40";

Thence South 18° 14' 30" West 102.10 feet;

Thence 47.60 feet along the arc of a 32° curve right through a central angle of 15° 13' 57"

Thence South 33° 28' 27" West 36.50 feet;

Thence 70.03 feet along the arc of a curve 56° left through a central angle

of 39° 13' 04";

Thence South 05° 44' 37" East 32.80 feet;

Thence 48.23 feet along the arc of a 44° curve right through a central angle of 12° 13' 16";

Thence South 15° 28' 39" West 19.97 feet;

Thence 60.89 feet along the arc of a 10° curve right through a central angle of 06° 4' 07";

Thence South 21° 32' 46" West 118.48 feet;

Thence 34.80 feet along the arc of an 18° curve left through a central angle of 6° 15' 53" to the south line of the NE¼SW¼ of said Section 3

**Section 4:** SE¼NE¼, SE¼

**Section 9:** NE¼, E½NW¼, NE¼SW¼, N½SE¼

**Section 10:** ALL, LESS AND EXCEPT the S½SE¼SE¼SE¼, less any portion lying west of the Charleston Highway

ALSO LESS AND EXCEPT that portion of the NE¼NE¼ situated east of the centerline of West Beaver Hill County Road

ALSO LESS AND EXCEPT that portion of the E½SE¼ situated east of the centerline of West Beaver Hill County Road, excepting therefrom the S½SE¼SE¼SE¼ as described in deed bearing Microfilm Reel No. 79-2-7033, Records of Coos County, Oregon

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

**Section 15:** NE¼, LESS AND EXCEPT therefrom the following described parcels:

Parcel 1: Beginning at a point which is north 804.02 feet and west 586.47 feet of the quarter corner common to Sections 14 and 15, Township 27 South, Range 14 West, W.M.;

Thence 352.34 feet along a 550 foot radius curve to the right through a central angle of 36° 42' 18.4" the long chord of which bears North 86° 25' 27.8" West 346.34 feet;

Thence North 11° 30' 38.8" West 653 feet;

Tence South 88° 53' 31" East 114.73 feet to the point of curvature of a 250 feet curve to the left;

Thence along said curve 99.95 feet through a central angle of 22° 54' 30";

Thence North 68° 12' East 40 feet to the point of curvature of a 200 foot radius curve to the right;

Thence along said curve 42.58 feet through a central angle of 12° 11' 58";

Thence South 14° 46' 36.5" East 727.50 feet to the point of beginning

EXCEPTING: A 30 foot easement along the northerly boundary extending 30 feet at right angles to the south of the above described lines

ALSO EXCEPT: A 60 foot easement along the southerly boundary extending 60 feet at right angles to the northerly side of said southerly boundary

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

Commencing at a point which is north 804.02 feet and west 586.47 feet of the quarter corner common to Sections 14 and 15, said Township and Range;

Thence North 14° 46' 36.5" West 45 feet to the true point of beginning;

Thence North 75° 13' 23.5" East 416 feet, more or less, along the centerline of a parcel 30 feet in width to a point on the west boundary of the Charleston County Highway; reserving to Grantor and its assigns a right of way to be used in common with Grantees, their heirs and assigns, over the entire area of said Parcel 2

Parcel 3: Beginning at a point which is 862.04 feet north and 601.77 feet west of the quarter corner common Sections 14 and 16, said Township and Range;

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

Thence along said road on a 200 foot radius curve right for a distance of

8

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COOS COUNTY CLERK, OREGON TOTAL \$71.00  
TERRI L. TURI, CCC, COUNTY CLERK

04/30/2007 #2007-5444  
11:55AM 8 OF 10

152.02 feet through a central angle of 43° 33' 02";

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

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

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

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

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

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

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

Thence northerly along the west boundary of the New Seven Devils – Charleston Highway for a distance of 400 feet;

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

Thence from said point due south to the centerline of Long Road;

Thence run easterly along the centerline of Long Road to the point of beginning;

The above tract being a 5 acre parcel bounded on the south by the centerline of the aforementioned Long Road, on the east by a line running northerly along the west boundary of the New Seven Devils – Charleston Highway for a distance of 400 feet from the intersection of said highway boundary with the centerline of Long Road, on the north by a line run due west from the northerly terminus of the east boundary as aforementioned, and bounded on the west by a line to be hereafter determined by survey so as to produce a tract of 5 acres

Parcel 5: Beginning at a pipe ¾ inches in diameter and 40 inches long driven 36 inches into the ground, marking a point which is 2051.31 feet north by true bearing and 1220.09 feet west of the quarter corner common to Sections 14 and 15, in Township 27 South, Range 14 West, W.M., and running thence South 19° 35' 16" East 282.00 feet to a ¾ inch pipe post;

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

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

Thence South 85° 20' 54" West 740 feet to the point of beginning

Parcel 6: That portion of the E½NE¼ of said Section 15 lying east of the centerline of West Beaver Hill Road

Parcel 7: Any portion embraced in the West Beaver Hill Road

WHEN RECORDED  
RETURN TO:

Cheryl L. Wilson  
Oregon Resources Corporation  
Suite 250, 920 SW Sixth Avenue  
Portland, OR 97204

(space above reserved for recorder)

**MEMORANDUM  
OF  
AMENDMENT TO MINERAL SANDS LEASE**

THIS MEMORANDUM OF AMENDMENT TO MINERAL SANDS LEASE (this "Memorandum") is made this 29<sup>th</sup> day of March, 2010 (the "Effective Date"), by and between WEYERHAEUSER COMPANY, a Washington corporation ("Lessor"), and OREGON RESOURCES CORPORATION, an Oregon corporation ("Lessee").

**RECITALS**

A. Lessor and Lessee (the "Parties") are parties to that certain Amended and Restated Mineral Sands Mining Lease dated effective as of January 1, 2006, a Memorandum of which was recorded April 30, 2007, as Instrument No. 2007-5444, Official Records of Coos County, Oregon (the "Lease") covering certain lands in Coos County, Oregon.

B. By virtue of an Amendment to Mineral Sands Lease as of the Effective Date (the "Amendment"), the Parties have amended the Lease to add certain additional lands to the Lease.

C. The Parties wish to memorialize of record the existence of the Amendment, and certain specific terms of the same.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. On the terms and conditions of the Amendment, all of which are incorporated by reference, the Lease is hereby amended to cover the lands described in attached Exhibit 1.

2. This Memorandum is prepared for the purpose of giving notice of the Amendment. Nothing in this Amendment will be construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Amendment, which will in all things control.

3. This Memorandum will inure to the benefit of and be binding upon Lessor and Lessee, and their respective heirs, successors and assigns.

The Parties have executed this Memorandum as of the day and year first written above.

WEYERHAUSER COMPANY  
a Washington corporation

By: Richard G. Korn

Name: Richard G. Korn

Its: Director of Mineral Resources

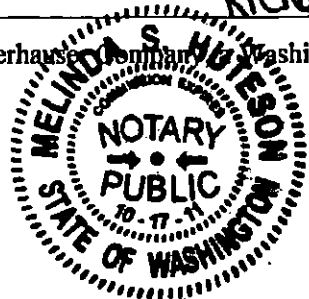
OREGON RESOURCES CORPORATION  
an Oregon corporation

By: Cheryl L. Wilson  
Cheryl L. Wilson, President

ACKNOWLEDGEMENTS

STATE OF Washington )  
COUNTY OF King ) ss.

This instrument was acknowledged before me on March 29th, 2010, by  
Richard G. Korn as Director of Mineral Resources  
Weyerhaeuser Company, a Washington corporation.



Melinda S. Peterson  
Notary Public for Oregon-Washington  
My Commission expires: 10/17/11  
Commission No.: 131078

STATE OF Oregon )  
COUNTY OF Multnomah ) ss.

This instrument was acknowledged before me on March 30, 2010, by  
Cheryl Wilson, as President of Oregon Resources Corporation, an Oregon corporation.



Sylvianne Reichen  
Notary Public for Oregon  
My Commission expires:  
Commission No.:

2010 3199

**EXHIBIT 1  
TO  
MEMORANDUM**

**IN COOS COUNTY, OREGON**

**TOWNSHIP 26 SOUTH, RANGE 14 WEST, W.M.**

**Section 33:** SE $\frac{1}{4}$ , Together with that portion of vacated Seven Devils Road that would inure to said property by operation of law;

LESS AND EXCEPT any portion lying within the existing county road right of way;

ALSO LESS AND EXCEPT that portion conveyed to Coos County by Dedication Deed recorded August 26, 2002 as Microfilm No. 2002-11128, Records of Coos County, Oregon.

**TOWNSHIP 27 SOUTH, RANGE 14 WEST, W.M.**

**Section 3:** NW $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$  (Government Lot 3), S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW  $\frac{1}{4}$

Also that portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  and S $\frac{1}{2}$ NE $\frac{1}{4}$  situated west of the centerline of the West Beaver Hill County Road

LESS AND EXCEPT those portions of the S $\frac{1}{2}$ NE $\frac{1}{4}$  and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ , and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 3 situated west of the centerline of West Beaver Hill County Road, and also situated south and east of the following described line:

Beginning at a point in the center of the county road, said point being located 1062.14 feet north and 1177.34 feet east of the center of said Section 3;

Thence South 67° 31' 15" West 117.90 feet;

Thence 108.96 feet along the arc of a 36° curve right through a central angle of 39° 13' 29";

Thence North 73° 15' 16" West 32.25 feet;

Thence 84.74 feet along the arc of 56° curve left through a central angle of 47° 27' 11";

Thence South 59° 17' 33" West 122.96 feet;

Thence 70.15 feet through the arc of a 14° curve right through a central angle of 9° 49' 16";

Thence South 69° 06' 49" West 493.79 feet;

Thence 472.39 feet along the arc of a 12° curve left through a central angle of 56° 41' 14";

Thence South 12° 25' 35" West 117.58 feet;

2010 3199



Thence 158.32 feet along the arc of an 8° curve left through a central angle of 12° 39' 56";

Thence South 00° 14' 21" East 26.49 feet;

Thence 69.19 feet along the arc of a 6° curve right through a central angle of 4° 09' 05";

Thence South 03° 54' 44" West 116.93 feet;

Thence 106.94 feet along the arc of a 4° curve right through a central angle of 4° 16' 40";

Thence South 08° 11' 24" West 11.74 feet;

Thence 169.29 feet along the arc of an 8° curve left through a central angle of 13° 32' 59";

Thence South 05° 21' 11" East 37.19 feet;

Thence 192.50 feet along the arc of an 8° curve left through a central angle of 15° 23' 59"

Thence South 20° 45' 10" East 41.68 feet;

Thence 129.98 feet along the arc of a 30° curve right through a central angle of 38° 59' 40";

Thence South 18° 14' 30" West 102.10 feet;

Thence 47.60 feet along the arc of a 32° curve right through a central angle of 15° 13' 57"

Thence South 33° 28' 27" West 36.50 feet;

Thence 70.03 feet along the arc of a curve 56° left through a central angle of 39° 13' 04";

Thence South 05° 44' 37" East 32.80 feet;

Thence 48.23 feet along the arc of a 44° curve right through a central angle of 12° 13' 16";

Thence South 15° 28' 39" West 19.97 feet;

Thence 60.89 feet along the arc of a 10° curve right through a central angle of 06° 4' 07";

Thence South 21° 32' 46" West 118.48 feet;

Thence 34.80 feet along the arc of an 18° curve left through a central angle of 6° 15' 53" to the south line of the NE¼SW¼ of said Section 3

**Section 4:** SE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$

**Section 9:** NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$

**Section 10:** ALL, LESS AND EXCEPT the S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , less any portion lying west of the Charleston Highway

ALSO LESS AND EXCEPT that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  situated east of the centerline of West Beaver Hill County Road

ALSO LESS AND EXCEPT that portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$  situated east of the centerline of West Beaver Hill County Road, excepting therefrom the S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$  as described in deed bearing Microfilm Reel No. 79-2-7033, Records of Coos County, Oregon

**Section 11:** That portion of the W $\frac{1}{2}$ W $\frac{1}{2}$  situated west of the centerline of West Beaver Hill County Road

**Section 15:** NE $\frac{1}{4}$ , LESS AND EXCEPT therefrom the following described parcels:

Parcel 1: Beginning at a point which is north 804.02 feet and west 586.47 feet of the quarter corner common to Sections 14 and 15, Township 27 South, Range 14 West, W.M.;

Thence 352.34 feet along a 550 foot radius curve to the right through a central angle of 36° 42' 18.4" the long chord of which bears North 86° 25' 27.8" West 346.34 feet;

Thence North 11° 30' 38.8" West 653 feet;

Thence South 88° 53' 31" East 114.73 feet to the point of curvature of a 250 foot curve to the left;

Thence along said curve 99.95 feet through a central angle of 22° 54' 30";

Thence North 68° 12' East 40 feet to the point of curvature of a 200 foot radius curve to the right;

Thence along said curve 42.58 feet through a central angle of 12° 11' 58";

Thence South 14° 46' 36.5" East 727.50 feet to the point of beginning

EXCEPTING: A 30 foot easement along the northerly boundary extending 30 feet at right angles to the south of the above described lines

ALSO EXCEPT: A 60 foot easement along the southerly boundary extending 60 feet at right angles to the northerly side of said southerly boundary

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

2010 3199

Commencing at a point which is north 804.02 feet and west 586.47 feet of the quarter corner common to Sections 14 and 15, said Township and Range;

Thence North 14° 46' 36.5" West 45 feet to the true point of beginning;

Thence North 75° 13' 23.5" East 416 feet, more or less, along the centerline of a parcel 30 feet in width to a point on the west boundary of the Charleston County Highway; reserving to Grantor and its assigns a right of way to be used in common with Grantees, their heirs and assigns, over the entire area of said Parcel 2

Parcel 3:

Beginning at a point which is 862.04 feet north and 601.77 feet west of the quarter corner common Sections 14 and 16, said Township and Range;

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

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

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

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

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

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

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

Parcel 4:

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

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

2010 3199

Thence northerly along the west boundary of the New Seven Devils  
– Charleston Highway for a distance of 400 feet;

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

Thence from said point due south to the centerline of Long Road;

Thence run easterly along the centerline of Long Road to the point of  
beginning;

The above tract being a 5 acre parcel bounded on the south by the  
centerline of the aforementioned Long Road, on the east by a line  
running northerly along the west boundary of the New Seven Devils  
– Charleston Highway for a distance of 400 feet from the intersection  
of said highway boundary with the centerline of Long Road, on the  
north by a line run due west from the northerly terminus of the east  
boundary as aforementioned, and bounded on the west by a line to be  
hereafter determined by survey so as to produce a tract of 5 acres

Parcel 5: Beginning at a pipe ¾ inches in diameter and 40 inches long driven 36  
inches into the ground, marking a point which is 2051.31 feet north by  
true bearing and 1220.09 feet west of the quarter corner common to  
Sections 14 and 15, in Township 27 South, Range 14 West, W.M., and  
running thence South 19° 35' 16" East 282.00 feet to a ¾ inch pipe post;

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

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

Thence South 85° 20' 54" West 740 feet to the point of beginning

Parcel 6: That portion of the E½NE¼ of said Section 15 lying east of the  
centerline of West Beaver Hill Road

Parcel 7: Any portion embraced in the West Beaver Hill Road

**ALSO INCLUDING THE FOLLOWING DESCRIBED LANDS:**

The SE 1/4 of Section 16, Township 27 South, Range 14 West of the Willamette Meridian, Coos County,  
Oregon.

ALSO, That part of the following described property lying South of the North boundary of the existing  
road: Beginning at a point on the South boundary of the NE 1/4 of Section 16, Township 27 South,  
Range 14 West of the Willamette Meridian, Coos County, Oregon, 660 feet West of the Southeast corner  
of said NE 1/4; thence North 1380 feet; thence East 660 feet to the East line of said NE 1/4; thence South

along said East line of said NE 1/4 to the Southeast corner of the NE 1/4 of said Section 16; thence West to the point of beginning. EXCEPTING THEREFROM the North 11 acres thereof.

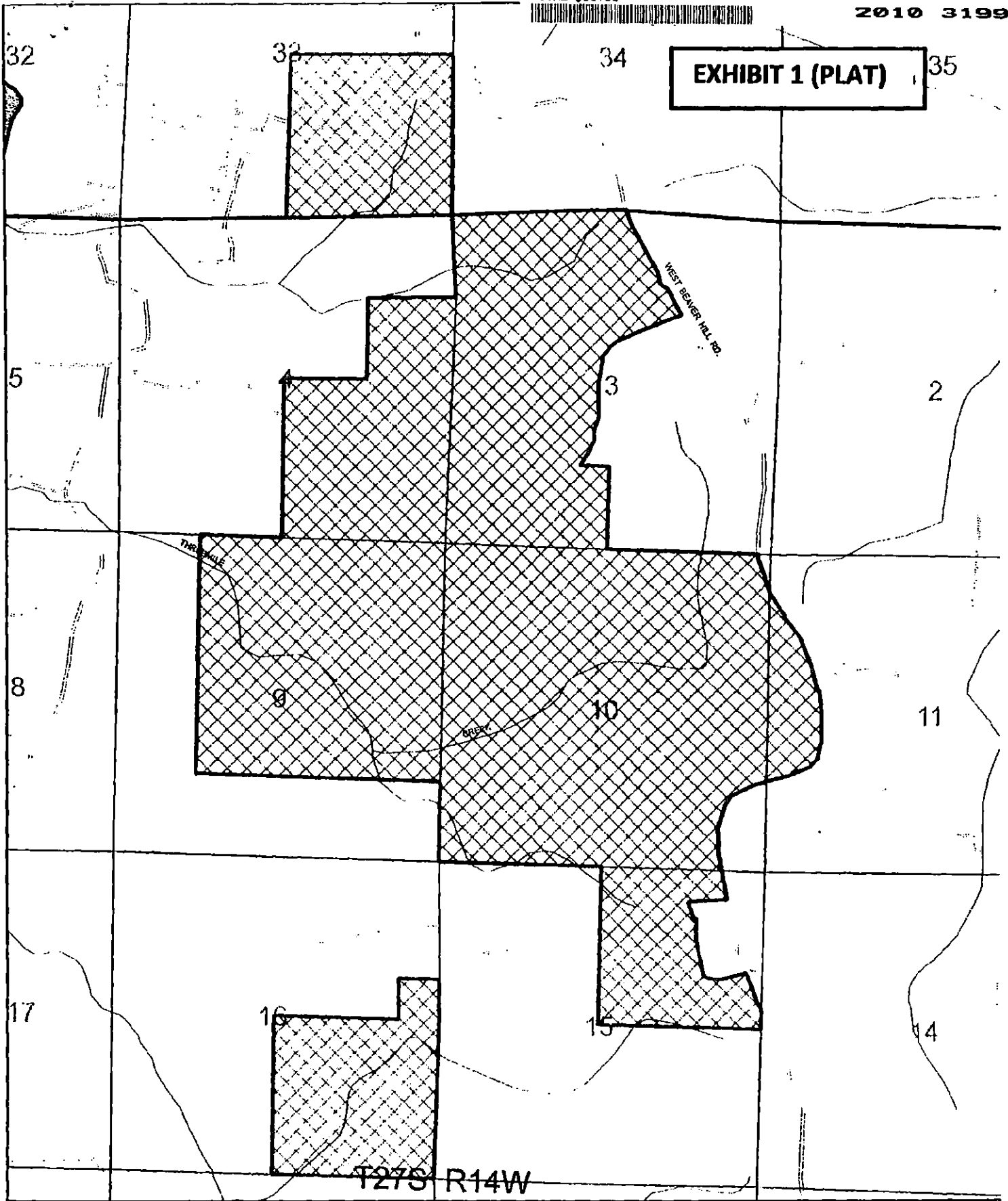
Together with the following easements for ingress and egress as disclosed by instrument recorded March 17, 1966 as Microfilm Reel No. 66-3-7307, Records of Coos County, Oregon; and by instrument recorded June 24, 1982 as Microfilm Reel No. 82-3-4222, Records of Coos County, Oregon.

COOS COUNTY CLERK, OREGON  
TERRI L. TURI, CCC, COUNTY CLERK  
TOTAL \$88.00

04/08/2010 01:29:13PM  
PAGE 9 OF 10

2010 3199

**EXHIBIT 1 (PLAT)**

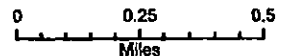


T27S R14W

**Sec. 3, 4, 9, 10, 11, 15 & 16, T27S R14W, W.M.**

**Sec. 33, T26S R14W, W.M.**

**COOS COUNTY, OREGON**



WHEN RECORDED  
RETURN TO:

Oregon Resources Corporation  
920 SW Sixth Ave., Suite 250  
Portland, OR 97204

(space above reserved for recorder's use)

### LEASE ADDENDUM

THIS LEASE ADDENDUM (this "Addendum") is made this 17<sup>th</sup> day of June, 2010 (the "Effective Date"), among WEYERHAEUSER COMPANY, a Washington corporation ("Lessor"), OREGON RESOURCES CORPORATION, an Oregon corporation ("ORC"), and MACQUARIE BANK LIMITED, a banking corporation organized under the laws of Australia acting as Security Trustee for various lenders ("Security Trustee"). Lessor, ORC, and Security Trustee are sometimes referred to herein each as a "Party," and collectively as the "Parties."

### RECITALS

A. By virtue of an Amended and Restated Mineral Sands Mining Lease dated effective as of January 1, 2006, a memorandum of which was recorded April 30, 2007, as Instrument No. 2007-5444, Official Records of Coos County, Oregon, as amended by an Amendment to Mineral Sands Lease dated March 29, 2010, a memorandum of which was recorded April 8, 2010, as Instrument No. 2010-3199, Official Records of Coos County, Oregon (as amended, the "Lease") Lessor leased certain real property located in Coos County, Oregon, as more particularly described on attached Exhibit A (the "Property") to ORC for purposes of the development and mining of mineral sands and minerals therein.

B. To finance development and use of the properties, rights, and interests described in the Lease (the "Properties and Interests"), and for other purposes, ORC intends to borrow extensive funds from various lenders. ORC is required to pledge its interest in the Lease to Security Trustee (as security trustee for the lenders to ORC referred to above) as collateral for such loans.

C. Lessor understands that, as a condition of leasehold lending, Security Trustee requires a unilateral right to take lessee's position under the lease should lessee default or be unable to make the payments required under the terms of the loan secured by such lease. In the interest of ensuring further development under the Lease, Lessor is willing to accommodate such a security mechanism on the terms and conditions described below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ORC may encumber ORC's interest in the Lease, and ORC's leasehold interest in the Properties and Interests, including ORC's interests in the mineral sands and other minerals as set forth in the Lease, with a leasehold mortgage, leasehold deed of trust, collateral assignment of lease, security agreement, UCC financing statements, and other security interests (each a "Leasehold Security

**Document")** in favor of Security Trustee, securing a loan or loans obtained by ORC for its Coos County operations. Lessor hereby consents to the foregoing encumbrances.

2. Lessor shall, simultaneous with notice to ORC, provide to Security Trustee all notices of default by ORC under the Lease at the following address, or at such other address to be provided by Security Trustee in writing:

Macquarie Bank Limited  
Metals and Energy Capital Division  
Level 1 No. 1 Martin Place  
Sydney, NSW 2000, Australia  
Attn: Richard Crookes

Lessor agrees that such notice of breach ("**Breach Notice**") to ORC shall not be effective unless and until a copy of such notice has been given to Security Trustee in the manner described above. All rights of Lessor to terminate the Lease, repossess the Properties and Interests or exercise any remedy against ORC are subject to and conditioned upon Lessor's providing to Security Trustee notice and opportunity to cure as set forth in this Addendum.

3. If the breach of the Lease described in the Breach Notice is not cured by ORC within the time prescribed by the Lease, Security Trustee shall have an additional sixty (60) days (after the end of ORC's cure period) to cure such breach or, if the nature of the breach is such that it cannot be cured within sixty (60) days, Security Trustee shall have such additional period as may be reasonably required to cure such breach, provided that Security Trustee has commenced the cure within the sixty (60) day period and diligently pursues such cure to completion. Lessor shall accept such performance or cures of the Security Trustee as if the same had been done by ORC. During the time periods allowed to Security Trustee by this paragraph, Lessor may not terminate the Lease, repossess the Properties and Interests, or exercise any remedy against ORC.

4. Lessor may not terminate the Lease, repossess the Properties or Interests, or exercise any remedy against ORC if a breach is not susceptible of cure by Security Trustee or is personal to ORC or ORC fails to discharge any lien upon the Properties or Interests which is subordinate to the lien of Security Trustee's lien; provided (a) any breach of a payment obligation due to Lessor under the Lease is cured within the period provided for in Section 3 above, and (b) Security Trustee is either diligently proceeding to foreclose the Leasehold Security Document or such foreclosure is stayed by court order, bankruptcy or other judicial process. If Security Trustee is stayed or prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy, debtor rehabilitation or insolvency proceedings involving ORC from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the times specified in the Lease and Section 3 above for commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition; provided that (a) Security Trustee shall have fully cured any payment obligation due to Lessor under the Lease within the time period set forth in Section 3 above, and (b) Security Trustee diligently attempts to remove any such stay or prohibition.

5. Without limiting paragraphs 3 and 4 above, Lessor shall give Security Trustee notice if the Lease is terminated for any reason other than the expiration of the stated term thereof including, without limitation, by reason of a default by ORC, or the rejection or disaffirmance of the Lease pursuant to a proceeding under the Bankruptcy Code or any other law affecting creditor's rights. Security Trustee shall have the right within sixty (60) days after receipt of notice of such termination to demand a new lease covering the Properties and Interests for a term to commence on the date of procurement by Lessor of possession of the Properties and Interests and to expire on the same date as the Lease would have

expired if it had otherwise continued uninterrupted until its scheduled date of termination. The new lease shall have the same priority as the Lease, and the tenant under the new lease shall have the same right, title and interest in the Properties and Interests and improvements thereon as ORC had under the Lease; provided, however, that Lessor's obligation to issue a new lease is contingent upon Lessor's prior written approval of the new tenant, such approval not to be unreasonably withheld or delayed. Such new lease shall be executed and delivered by Lessor to Security Trustee within thirty (30) days after receipt by Lessor of written notice from Security Trustee of such election and Lessor's approval of the new tenant, such approval not to be unreasonably withheld or delayed, and upon payment by Security Trustee of all sums owing by ORC under the provisions of the Lease (less the royalties and other income under the Lease actually collected by Lessor from third parties or the sale or distribution of minerals described in the Lease). Upon Security Trustee's exercise of its right to a new lease, Lessor covenants to execute such deeds and assignments as may be necessary or desirable to convey to Security Trustee title to improvements, fixtures, personal property and all other rights appurtenant to such Properties and Interests which were owned by ORC under the Lease. The obligations under this paragraph shall survive the termination of the Lease.

6. ORC's failure to cure any breach under the Lease is an event of default under the Leasehold Security Document giving Security Trustee the right to foreclose and exercise other remedies. No foreclosure action or exercise of other remedies by Security Trustee, nor any foreclosure sale nor any transfer in lieu of foreclosure, shall require Lessor's consent or give rise to any breach under the Lease.

7. Upon a foreclosure or transfer in lieu of foreclosure of the Leasehold Security Document granted by ORC to Security Trustee upon its interests in the Lease, Lessor shall recognize Security Trustee, or any other foreclosure sale purchaser, or any transferee of a transfer in lieu of such foreclosure (collectively, a "Successor") as the lessee under the Lease; provided, however, that Lessor's obligation arising under this section to recognize a Successor other than Security Trustee is contingent upon Lessor's prior written approval of the Successor, such approval not to be unreasonably withheld or delayed.

8. If a Successor acquires ORC's interest under the Lease, then the Successor shall have the right to assign the lessee's interest under the Lease subject to Lessor's prior written approval of the new lessee, such approval not to be unreasonably withheld or delayed. In the event of an assignment under this provision, other than by mortgage or pledge, the Successor shall be deemed to be released and discharged from all obligations on the Lease accruing after the assignment, provided such assignment is in writing, the assignee assumes all obligations under the Lease accruing after such assignment, the assignment sets forth the assignee's address for receiving notices, and a copy of the assignment is mailed to Lessor within ten (10) days after its execution. Nothing herein, however, shall be construed as a waiver of the requirement that the written consent of Lessor be obtained with respect to any subsequent assignment of the Lease if required by the terms of the Lease.

9. If a Successor acquires ORC's interest under the Lease, then the Successor shall be liable only for ORC's obligations that accrue under the Lease for the period of time that the Successor is tenant thereunder and in possession of the Properties and Interests.

10. Lessor agrees that unless Security Trustee acquires ORC's interest under the Lease through foreclosure or a transfer in lieu and obtains possession of the Properties and Interests, Security Trustee has no obligation under the Lease and has no obligation to cure any breach thereof. In no event shall Security Trustee have any obligation to indemnify or defend Lessor or otherwise be liable to Lessor under the Lease or otherwise with respect to occurrences, events, or activities of ORC (including without limitation with respect to environmental liabilities relating to spills or releases or with respect to personal injury), occurring prior to the date Security Trustee acquires ORC's interest in the Lease and possession of the Properties and Interests thereunder.

11. ORC shall not have any right to terminate the Lease or surrender the Properties and Interests or the Lease to Lessor without Security Trustee's written consent. Lessor shall not accept from or permit termination by ORC without Security Trustee's written consent. Lessor shall not agree to any mutual termination nor accept any surrender of the Lease or rights (except upon the expiration of the term of the Lease as provided for in the Lease), nor shall Lessor consent to any material amendment or modification of the Lease, without the prior written consent of Security Trustee.

12. Nothing in the Leasehold Security Document shall be deemed or construed to relieve ORC from the full and faithful observance and performance of its covenants, conditions and agreements contained in the Lease, or from any liability for the nonobservance or nonperformance thereof, or to require or provide for the subordination to the lien of the Leasehold Security Document of any interest of Lessor in or to the Properties and Interests, or the Lease itself.

13. The acquisition by ORC of fee title to the Properties and Interests shall not, without Security Trustee's written consent, cause a termination of the Lease or a merger of ORC's leasehold interest in such title.

14. Lessor agrees to amend this Addendum from time to time to the extent reasonably requested by Security Trustee proposing to make ORC a loan secured by a Leasehold Security Document, provided such proposed amendments do not materially adversely affect the right of Lessor or Lessor's interests in the Properties and Interests. All reasonable expenses incurred by Lessor in connection with any such amendment shall be paid by ORC.

15. Lessor, within ten (10) days after receipt of written request by ORC or Security Trustee, shall furnish a written statement, duly acknowledged, that the Lease, including this Addendum, is in full force and effect and unamended, and, if there are any amendments, such statement will specify the amendments, and that there are no defaults by ORC that are known to Lessor, or if there are any known defaults, such statement shall specify the defaults Lessor claims exist, and such other statements as may be requested by Security Trustee. Lessor hereby represents as of the Effective Date, that:

- a. The Lease is in full force and effect and is legal, valid and binding on Lessor and enforceable against Lessor as provided in the Lease;
- b. There are no written or oral amendments, modification, supplements, assignments, side letters, or other agreements or understandings between Lessor and ORC with regard to the Lease or the Property;
- c. Lessor does not have any defense, offset, lien, claim or counterclaim against ORC under the Lease;
- d. ORC has paid to Lessor all amounts due Lessor under the Lease; and
- e. There is no default now existing of Lessor or of ORC under the Lease. Further, there is no event that with notice or the passage of time or both would constitute a default of Lessor or of ORC under the Lease.

Lessor acknowledges that the foregoing representations will be relied upon by Security Trustee, and its respective successors and assigns, in connection with financing ongoing operations on the Property and other properties.

16. If by reason of its failure either to exercise any renewal option under the Lease, or for any other reason whatsoever, ORC shall not become entitled to renew the Lease for any renewal term provided for in the Lease, Lessor shall serve upon Security Trustee written notice thereof and Security Trustee shall have the option upon written request served upon Lessor to obtain from Lessor a new lease of the demised Properties and Interests for such renewal term. Such written request shall be served upon Lessor not later than sixty (60) days after the service of the aforementioned notice by Lessor on Security Trustee, and within thirty (30) days after the service of such written request, Lessor and Security Trustee, or Security Trustee's designee, shall enter into a new lease of the demised Properties and Interests as follows:

- a. Such new lease shall be entered into at the reasonable cost and expense of the tenant thereunder, shall be effective as at the date of termination of the then current term of the Lease, and shall be for the renewal term next succeeding the then current term of this Lease, and at the rent and upon all the agreements, terms, covenants and conditions hereof, including any applicable rights of renewals.
- b. Such new lease shall require tenant to perform any unfulfilled obligation of ORC under the Lease which is reasonably susceptible of being performed by such tenant. Upon the execution of such new lease the tenant therein named shall pay any and all sums remaining unpaid under the lease then expiring, then unpaid, plus the reasonable expenses incurred by Lessor in connection with the preparation, execution and delivery of such new lease.

17. This Addendum may be executed in any number of counterparts each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same instrument.

This Addendum is incorporated by reference into the Lease and made a part thereof as though set forth fully therein. Except as modified by this Addendum, the Lease remains unmodified and in full force and effect.

**[signatures and acknowledgments on following pages]**

**LESSOR**

WEYERHAEUSER COMPANY  
a Washington corporation

By: Richard G. Korn

Name: Richard G. Korn

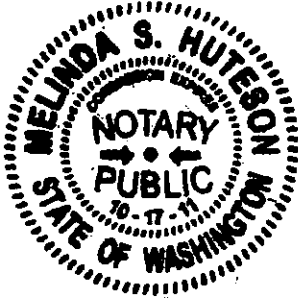
Its: Director of Mineral Resources

**ACKNOWLEDGEMENT**

STATE OF Washington )  
COUNTY OF King ) ss.

This instrument was acknowledged before me on this 3<sup>rd</sup> day of June, 2010, by  
Richard G. Korn, as Director of Mineral Resources

Weyerhaeuser Company, a Washington corporation.



Melinda S. Hutson  
Notary Public for ~~Oregon~~ Washington  
My commission expires: 10/17/11  
Commission No.: #131078

ORC

OREGON RESOURCES CORPORATION  
an Oregon corporation

By: *Cheryl L. Wilson*

Name: Cheryl L. Wilson  
Its: President

**ACKNOWLEDGEMENT**

STATE OF OREGON )  
COUNTY OF Multnomah ) ss.

This instrument was acknowledged before me on this 14<sup>th</sup> day of June, 2010, by  
Cheryl L. Wilson, as President of Oregon Resources Corporation, an Oregon corporation.



*Leisa D. Harvard*  
Notary Public for Oregon  
My commission expires: 2/7/2014  
Commission No.: 445640

**SECURITY TRUSTEE**

MACQUARIE BANK LIMITED  
a banking corporation organized under the laws of Australia

by its attorneys

Signature: R. A Crookes

Printed Name: RICHARD A CROOKES

Signature: Julia Mathison

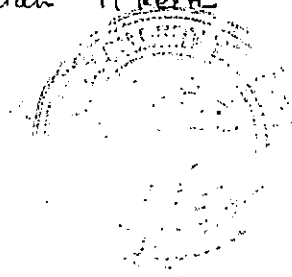
Printed Name: Julia Mathison  
Senior Lawyer

[Acknowledgement on following page(s).]

in the presence of:

Signature: Sarah McKeith

Printed name: Sarah McKeith



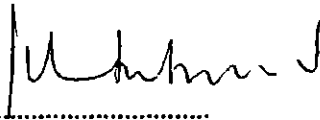
**SYDNEY  
NEW SOUTH WALES  
AUSTRALIA**

**TO ALL TO WHOM THESE PRESENTS SHALL COME**

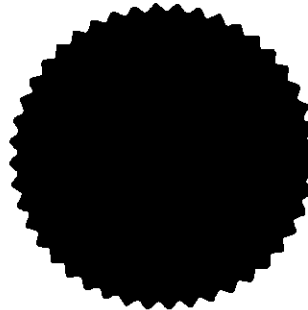
I, **JOHN GILBERT TABERNER**, of Level 38, MLC Centre, 19-29 Martin Place, Sydney, in the State of New South Wales, **PUBLIC NOTARY**, duly authorised, admitted and sworn, and practising in the City of Sydney in the State of New South Wales in the Commonwealth of Australia

**DO HEREBY CERTIFY** that on the date hereof **RICHARD CROOKES** and **JULIA MATHISON** personally came and appeared before me and in my presence, signed the attached LEASE ADDENDUM ("**Addendum**"), and that the names "**RICHARD CROOKES** and **JULIA MATHISON**" subscribed to the Addendum are in the proper handwriting of the said **RICHARD CROOKES** and **JULIA MATHISON**.

**IN FAITH AND TESTIMONY WHEREOF** I have hereunto subscribed my name and affixed my Seal of Office AT Sydney in the State of New South Wales 17 June 2010.



.....  
Public Notary



**EXHIBIT A**

Property

**IN COOS COUNTY, OREGON**

**TOWNSHIP 26 SOUTH, RANGE 14 WEST, W.M.**

**Section 33:** SE $\frac{1}{4}$ , Together with that portion of vacated Seven Devils Road that would inure to said property by operation of law;

LESS AND EXCEPT any portion lying within the existing county road right of way;

ALSO LESS AND EXCEPT that portion conveyed to Coos County by Dedication Deed recorded August 26, 2002 as Microfilm No. 2002-11128, Records of Coos County, Oregon.

**TOWNSHIP 27 SOUTH, RANGE 14 WEST, W.M.**

**Section 3:** NW $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$  (Government Lot 3), S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW  $\frac{1}{4}$

Also that portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  and S $\frac{1}{2}$ NE $\frac{1}{4}$  situated west of the centerline of the West Beaver Hill County Road

LESS AND EXCEPT those portions of the S $\frac{1}{2}$ NE $\frac{1}{4}$  and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ , and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 3 situated west of the centerline of West Beaver Hill County Road, and also situated south and east of the following described line:

Beginning at a point in the center of the county road, said point being located 1062.14 feet north and 1177.34 feet east of the center of said Section 3;

Thence South 67° 31' 15" West 117.90 feet;

Thence 108.96 feet along the arc of a 36° curve right through a central angle of 39° 13' 29";

Thence North 73° 15' 16" West 32.25 feet;

Thence 84.74 feet along the arc of 56° curve left through a central angle of 47° 27' 11";

Thence South 59° 17' 33" West 122.96 feet;

Thence 70.15 feet through the arc of a 14° curve right through a central angle of 9° 49' 16";

Thence South 69° 06' 49" West 493.79 feet;

Thence 472.39 feet along the arc of a 12° curve left through a central angle of 56° 41' 14";

Thence South 12° 25' 35" West 117.58 feet;

Exhibit A, Page 1 of 6



Thence 158.32 feet along the arc of an 8° curve left through a central angle of 12° 39' 56";

Thence South 00° 14' 21" East 26.49 feet;

Thence 69.19 feet along the arc of a 6° curve right through a central angle of 4° 09' 05";

Thence South 03° 54' 44" West 116.93 feet;

Thence 106.94 feet along the arc of a 4° curve right through a central angle of 4° 16' 40";

Thence South 08° 11' 24" West 11.74 feet;

Thence 169.29 feet along the arc of an 8° curve left through a central angle of 13° 32' 59";

Thence South 05° 21' 11" East 37.19 feet;

Thence 192.50 feet along the arc of an 8° curve left through a central angle of 15° 23' 59"

Thence South 20° 45' 10" East 41.68 feet;

Thence 129.98 feet along the arc of a 30° curve right through a central angle of 38° 59' 40";

Thence South 18° 14' 30" West 102.10 feet;

Thence 47.60 feet along the arc of a 32° curve right through a central angle of 15° 13' 57"

Thence South 33° 28' 27" West 36.50 feet;

Thence 70.03 feet along the arc of a curve 56° left through a central angle of 39° 13' 04";

Thence South 05° 44' 37" East 32.80 feet;

Thence 48.23 feet along the arc of a 44° curve right through a central angle of 12° 13' 16";

Thence South 15° 28' 39" West 19.97 feet;

Thence 60.89 feet along the arc of a 10° curve right through a central angle of 06° 4' 07";

Thence South 21° 32' 46" West 118.48 feet;

Thence 34.80 feet along the arc of an 18° curve left through a central angle of 6° 15' 53" to the south line of the NE¼SW¼ of said Section 3

Exhibit A, Page 2 of 6



**Section 4:** SE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$

**Section 9:** NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$

**Section 10:** ALL, LESS AND EXCEPT the S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , less any portion lying west of the Charleston Highway

ALSO LESS AND EXCEPT that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  situated east of the centerline of West Beaver Hill County Road

ALSO LESS AND EXCEPT that portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$  situated east of the centerline of West Beaver Hill County Road, excepting therefrom the S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$  as described in deed bearing Microfilm Reel No. 79-2-7033, Records of Coos County, Oregon

**Section 11:** That portion of the W $\frac{1}{2}$ W $\frac{1}{2}$  situated west of the centerline of West Beaver Hill County Road

**Section 15:** NE $\frac{1}{4}$ , LESS AND EXCEPT therefrom the following described parcels:

Parcel 1: Beginning at a point which is north 804.02 feet and west 586.47 feet of the quarter corner common to Sections 14 and 15, Township 27 South, Range 14 West, W.M.;

Thence 352.34 feet along a 550 foot radius curve to the right through a central angle of 36° 42' 18.4" the long chord of which bears North 86° 25' 27.8" West 346.34 feet;

Thence North 11° 30' 38.8" West 653 feet;

Thence South 88° 53' 31" East 114.73 feet to the point of curvature of a 250 foot curve to the left;

Thence along said curve 99.95 feet through a central angle of 22° 54' 30";

Thence North 68° 12' East 40 feet to the point of curvature of a 200 foot radius curve to the right;

Thence along said curve 42.58 feet through a central angle of 12° 11' 58";

Thence South 14° 46' 36.5" East 727.50 feet to the point of beginning

EXCEPTING: A 30 foot easement along the northerly boundary extending 30 feet at right angles to the south of the above described lines

ALSO EXCEPT: A 60 foot easement along the southerly boundary extending 60 feet at right angles to the northerly side of said southerly boundary

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

Exhibit A, Page 3 of 6

Commencing at a point which is north 804.02 feet and west 586.47 feet of the quarter corner common to Sections 14 and 15, said Township and Range;

Thence North 14° 46' 36.5" West 45 feet to the true point of beginning;

Thence North 75° 13' 23.5" East 416 feet, more or less, along the centerline of a parcel 30 feet in width to a point on the west boundary of the Charleston County Highway; reserving to Grantor and its assigns a right of way to be used in common with Grantees, their heirs and assigns, over the entire area of said Parcel 2

Parcel 3:

Beginning at a point which is 862.04 feet north and 601.77 feet west of the quarter corner common Sections 14 and 16, said Township and Range;

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

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

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

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

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

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

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

Parcel 4:

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

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

Exhibit A, Page 4 of 6



Thence northerly along the west boundary of the New Seven Devils – Charleston Highway for a distance of 400 feet;

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

Thence from said point due south to the centerline of Long Road;

Thence run easterly along the centerline of Long Road to the point of beginning;

The above tract being a 5 acre parcel bounded on the south by the centerline of the aforementioned Long Road, on the east by a line running northerly along the west boundary of the New Seven Devils – Charleston Highway for a distance of 400 feet from the intersection of said highway boundary with the centerline of Long Road, on the north by a line run due west from the northerly terminus of the east boundary as aforementioned, and bounded on the west by a line to be hereafter determined by survey so as to produce a tract of 5 acres

Parcel 5: Beginning at a pipe ¾ inches in diameter and 40 inches long driven 36 inches into the ground, marking a point which is 2051.31 feet north by true bearing and 1220.09 feet west of the quarter corner common to Sections 14 and 15, in Township 27 South, Range 14 West, W.M., and running thence South 19° 35' 16" East 282.00 feet to a ¾ inch pipe post;

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

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

Thence South 85° 20' 54" West 740 feet to the point of beginning

Parcel 6: That portion of the E½NE¼ of said Section 15 lying east of the centerline of West Beaver Hill Road

Parcel 7: Any portion embraced in the West Beaver Hill Road

**ALSO INCLUDING THE FOLLOWING DESCRIBED LANDS:**

The SE 1/4 of Section 16, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

ALSO, That part of the following described property lying South of the North boundary of the existing road: Beginning at a point on the South boundary of the NE 1/4 of Section 16, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, 660 feet West of the Southeast corner of said NE 1/4; thence North 1380 feet; thence East 660 feet to the East line of said NE 1/4; thence South

Exhibit A, Page 5 of 6

along said East line of said NE 1/4 to the Southeast corner of the NE 1/4 of said Section 16; thence West to the point of beginning. EXCEPTING THEREFROM the North 11 acres thereof.

Together with the following easements for ingress and egress as disclosed by instrument recorded March 17, 1966 as Microfilm Reel No. 66-3-7307, Records of Coos County, Oregon; and by instrument recorded June 24, 1982 as Microfilm Reel No. 82-3-4222, Records of Coos County, Oregon.

Exhibit A, Page 6 of 6

70085805.3 0017969-00016

COOS COUNTY CLERK, OREGON  
TERRI L. TURI, CCC, COUNTY CLERK  
TOTAL \$116.00

08/12/2010 11:26:31AM  
PAGE 15 OF 15

2010 7335

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

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

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

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

**STATUTORY WARRANTY DEED**

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

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

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

*[Signature on following page]*

**Asst Title CR16003**



**EXHIBIT A**  
*[Seven Devils C]*

**COOS COUNTY, OREGON**

**TOWNSHIP 26 SOUTH, RANGE 14 WEST, WILLAMETTE MERIDIAN:**

**Section 33:** The SE¼; together with that portion of vacated Seven Devils Road that would inure to said property by operation of law; SAVE AND EXCEPT any portion lying within the existing county road right of way; ALSO SAVE AND EXCEPT that portion conveyed to Coos County by Dedication Deed recorded August 26, 2002 as Microfilm No. 2002-11128, Records of Coos County, Oregon.

**TOWNSHIP 27 SOUTH, RANGE 14 WEST, WILLAMETTE MERIDIAN:**

**Section 3:** The NE¼NW¼ (Government Lot 3); the S½NW¼, the SW¼, those portions of the NW¼NE¼ and the S½NE¼ situated West of the centerline of the West Beaver Hill County Road, SAVE AND EXCEPT those portions of the S½NE¼, the SE¼NW¼ and the NE¼SW¼ lying West of the centerline of West Beaver Hill County Road and South and East of the following described line:

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

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

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

The NW¼NW¼;

**Section 4:** The SE¼NE¼ and the SE¼;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

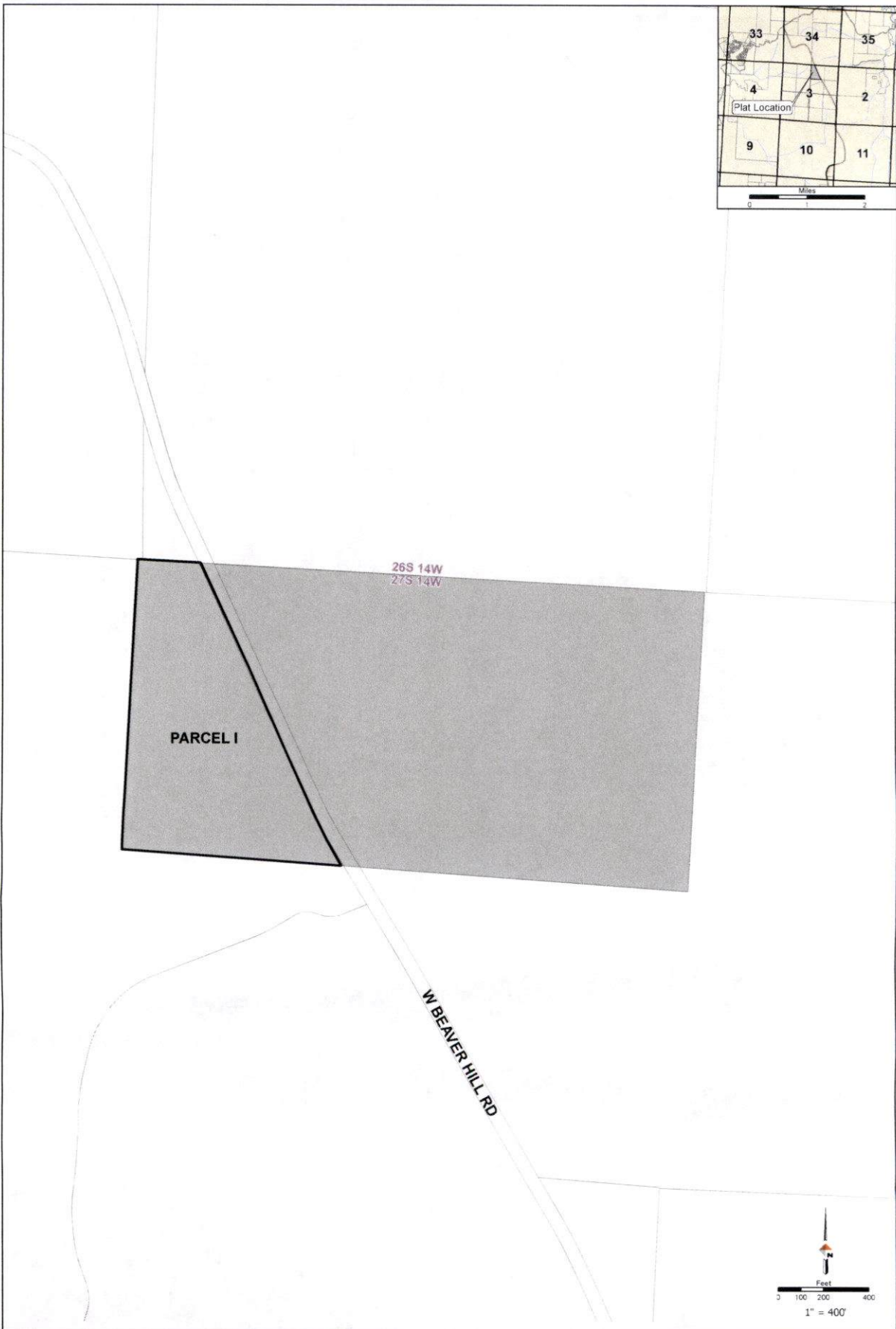
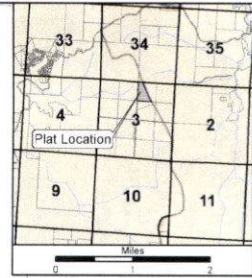
The hereinabove described Property being **SUBJECT TO:**



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

--- End of Exhibit A ---

**Exhibit D  
Tentative Plat**





Deeds	
	Book 143, Page 43: N $\frac{1}{2}$ NE $\frac{1}{4}$ in Township 27, Range 14, Section 3
	87-5-5964: Parcel 1 - That portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, situated West of the centerline of West Beaver Hill Road

<b>Tentative Plat - For Lot Validation</b> <b>e.g. Seven Devils Lot 15</b>	
Parcel 1 Tax Lot 7S14W-00-00400 APN# 754990 Sec 3 T27S R14W W.M.	
	Date: April 30, 2024
Figure 1	

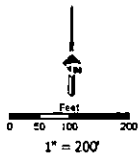
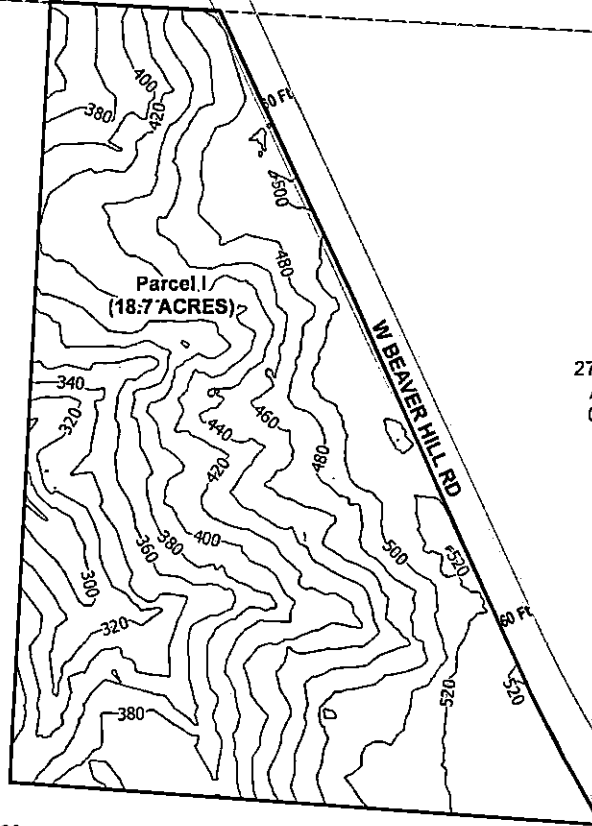
26S14W34-00-800  
ACCT #589100  
STATE OF OREGON  
DEPT. OF STATE LANDS

26S14W34-00-900  
ACCT #589300  
STATE OF OREGON  
DEPT. OF STATE LANDS

27S14W-00-00-300  
ACCT # 754400  
COOS COUNTY

7S14W-00-00-400  
ACCT #754990  
WEYERHAEUSER NR COMPANY

27S14W-00-00500  
ACCT # 755000  
COOS COUNTY



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

Easements:  
2002-23344 - Any easements or rights of way for existing utilities or other rights of way over those portions of said Land lying within the public right of way vacated by resolution or ordinance.

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

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

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

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

Tentative Plat - For Lot Validation  
e.g. Seven Devils Lot 15

Parcel 1 Tax Lot 7S14W00TL0040000  
APN# 754990 Sec 3 T27S R14W W.M.



Date: April 27, 2024

Figure 2