



NOTICE OF LAND USE DECISION

Coos County Planning
225 N. Adams St.
Coquille, OR 97423
<http://www.co.coos.or.us/>
Phone: 541-396-7770
Fax: 541-396-1022

This decision notice is required to be sent to the property owner(s), applicant(s), adjacent property owners (distance of notice is determined by zone area – Urban 100 feet, Rural 250 feet, and Resource 750 feet), special taxing districts, agencies with interest, or person that has requested notice. The development is contained within the identified property owners land. Notice is required to be provided pursuant to ORS 215.416. Please read all information carefully as this decision. (See attached vicinity map for the location of the subject property).

NOTICE TO MORTGAGEE, LIENHOLDER, VENDOR OR SELLER: ORS CHAPTER 215 (ORS 215.513) REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST PROMPTLY BE FORWARDED TO THE PURCHASER.

Date of Notice: **Tuesday, November 10, 2020**
File No: PLA-20-027
Proposal: Request for a land use authorization for a Property Line Adjustment
Applicant(s): Gant Family Farms
PO Box 765
Bandon, OR 97411
Surveyor(s): Mulkins & Rambo
Clyde Mulkins
PO Box 809
North Bend, OR 97459
Staff Planner: Crystal Orr, Planner I

Decision: Approved with Conditions. All decisions are based on the record. This decision is final and effective at close of the appeal period unless a complete application with the fee is submitted by the Planning Department at 12 p.m. on **Monday, November 23, 2020**. Appeals are based on the applicable land use criteria. Property line adjustments are subject to Coos County Zoning and Land Development Ordinance (CCZLDO) Article 6.3 Property Line Adjustments. **Civil matters including property disputes outside of the criteria listed in this notice will not be considered. For more information please contact the staff planner listed in this notice.**

Property Information

Account Numbers	1207802	1209502
Map Numbers	29S140800-00600	29S140900-01400
Property Owners	GANT FAMILY FARMS PO BOX 765 BANDON, OR 97411-0765	GANT FAMILY FARMS PO BOX 765 BANDON, OR 97411-0765
Situs Addresses	88551 CIRCLE CITY LN BANDON, OR 97411	NO SITUS ISSUED
Acreages	18.56 Acres	26.67 Acres
Zonings	EXCLUSIVE FARM USE (EFU)	FOREST (F)


This notice shall be posted from November 10, 2020 to November 23, 2020

The purpose of this notice is to inform you about the proposal and decision, where you may receive more information, and the requirements if you wish to appeal the decision by the Director to the Coos County Hearings Body. Any person who is adversely affected or aggrieved or who is entitled to written notice may appeal the decision by filing a written appeal in the manner and within the time period as provided below pursuant to Coos County Zoning and Land Development Ordinance (CCZLDO) Article 5.8. If you are mailing any documents to the Coos County Planning Department the address is 250 N. Baxter, Coquille OR 97423. Mailing of this notice to you precludes an appeal directly to the Land Use Board of Appeals.

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

The application, staff report and any conditions may be found at the following link: <http://www.co.coos.or.us/Departments/Planning/PlanningDepartment-Applications2020.aspx>. The application and all documents and evidence contained in the record, including the staff report and the applicable criteria, are available for inspection, at no cost, in the Planning Department located at 225 North Adams Street, Coquille, Oregon; however, an appointment is required to be setup for viewing purposes. Copies may be purchased at a cost of 50 cents per page. The decision is based on the application submittal and information on record. The name of the Coos County Planning Department representative to contact is Crystal Orr, Planner I and the telephone number where more information can be obtained is (541) 396-7770.

Failure of an issue to be raised in a hearing, in person or in writing, or failure to provide statements of evidence sufficient to afford the Approval Authority an opportunity to respond to the issue precludes raising the issue in an appeal to the Land Use Board of Appeals.

Reviewed by: 
Crystal Orr, Planner I

Date: Tuesday, November 10, 2020 .

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

EXHIBITS

Exhibit A: Conditions of Approval

Exhibit B: Vicinity Map

Exhibit C: Adjustment Map

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

Exhibit D: PLA-20-027 Staff Report - **Findings of Fact and Conclusions**

Exhibit E: Comments Received

Exhibit F: Application

EXHIBIT "A"
CONDITIONS OF APPROVAL

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

1. All applicable mapping and filing requirements shall be complied with as listed below. If a map is required it shall be submitted to the Surveyor's office with the deeds. The deeds shall not be filed and that map has the appropriate signatures. Copies of all recorded deeds shall be submitted as the final step in the process.
2. Proof that the structure was sited with permits, or an after the fact compliance determination must be submitted for the shop that has an effective year built of 1981 on tax lot 600.

Mapping and Filing Requirements

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

**EXHIBIT "B"
VICINITY MAP**



COOS COUNTY PLANNING DEPARTMENT

Mailing Address: 250 N. Baxter, Coos County Courthouse, Coquille, Oregon 97423
 Physical Address: 225 N. Adams, Coquille Oregon
 Phone: (541) 396-7770
 Fax: (541) 396-1022/TDD (800) 735-2900



File: PLA-20-027
 Applicant/
 Owner: Gant Family Farms
 Date: November 5, 2020
 Location: Township 29S Range 14W
 Section 8/9 TL 600/1400
 Proposal: Property Line Adjustment

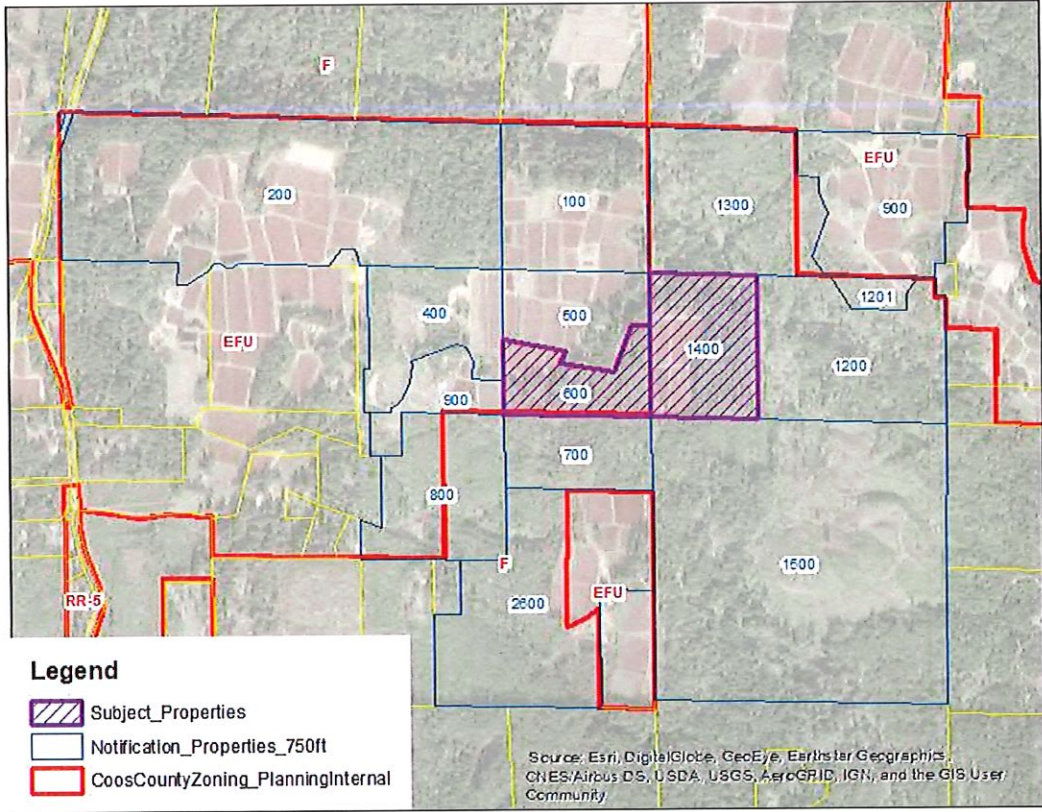
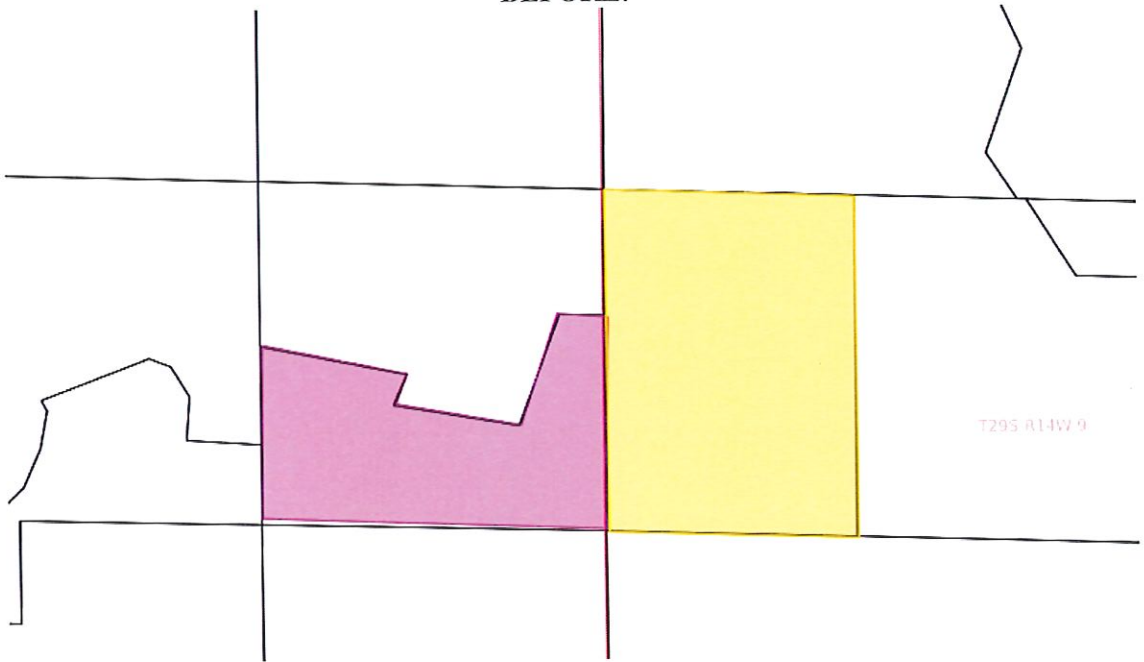


EXHIBIT "C"
BEFORE AND AFTER ADJUSTMENT MAPS
BEFORE:



AFTER:

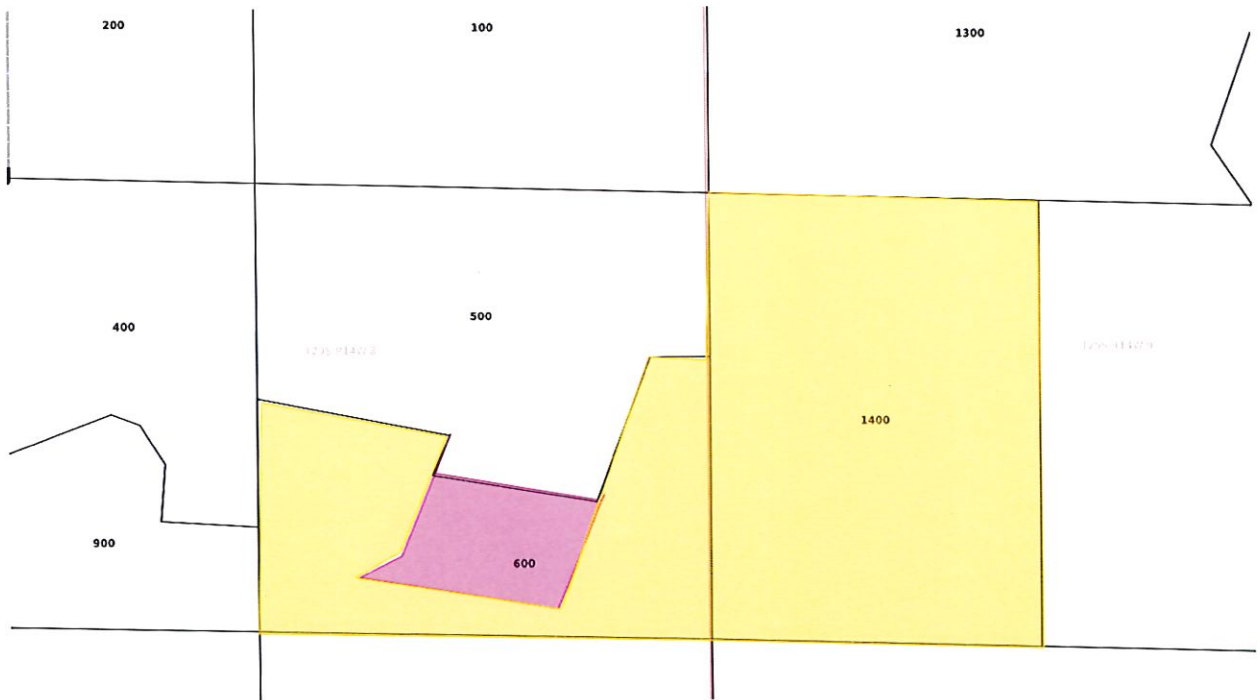


EXHIBIT "D"
STAFF REPORT
FINDINGS OF FACT AND CONCLUSIONS

I. PROPOSAL AND BACKGROUND/PROPERTY HISTORY INFORMATION:

A. Proposal: The proposal is a request for Planning Director Approval of a Property Line Adjustment between two lawful parcels to separate the residential use from the cranberry farm.

B. BACKGROUND INFORMATION:

Tax lot 600 has a Single Family Dwelling that has an assessed year built of 1966, which predates the Coos County Zoning and Land Development Ordinance (CCZLDO) and is considered lawfully sited. There is also a machine shed that has an assessed year built of 1981 that staff could not find approval for. Proof that the structure was sited with permits, or an after-the-fact compliance determination must be submitted, this will be made a condition of approval.

Tax lot 1400 does not have any development other than cranberry bogs.

BASIC FINDINGS:

A. LOCATION: These units of land are accessed by and located on City Circle Lane, southeast of the City of Bandon.

B. ZONING: Tax lot 600 is zoned Exclusive Farm Use (EFU) and tax lot 1400 is zoned Forest (F). These are both resource zones.

ARTICLE 4.2 – ZONING PURPOSE AND INTENT

Section 4.2.500 Resource Zones

Forest (F)

The intent of the Forest District is to include all inventoried "forestlands" not otherwise found to be needed (excepted) for other uses.

The purpose of the Forest zone is to conserve and protect forest land for forest uses. Some of the areas covered by the "F" zone are exclusive forest lands, while other areas include a combination of mixed farm and forest uses.

Forest Mixed Use (FMU)

The purpose of the Forest Mixed Farm-Forest Areas ("MU" areas) is to include land which is currently or potentially in farm-forest use. Typically such lands are those with soil, aspect, topographic features and present ground cover that are best suited to a combination of forest and grazing uses. The areas generally occupy land on the periphery of large corporate and agency holdings and tend to form a buffer between more remote uplands and populated valleys. In addition, these "mixed use" areas contain ownership of smaller size than in prime forest areas. Some are generally marginal in terms of forest productivity, such as areas close to the ocean.

If land is in a zone that allows both farm and forest uses, a dwelling may be sited based on the predominate use of the tract on January 1, 1993.

If a use is only allowed in the mixed use zone it will be explained in the text. Otherwise the uses listed are allowed in both the Forest and Forest Mixed Use zones.

Exclusive Farm Use (EFU)

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

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

C. SPECIAL DEVELOPMENT CONSIDERATIONS AND OVERLAYS:

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

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

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

D. SITE DESCRIPTION AND SURROUNDING USES:

Tax lot 600 currently consists of 18.56 acres, and tax lot 1400 consists of 26.67 acres. Both parcels are resource zoned (EFU & F) and are surrounded by like zoning. The surrounding parcels appear to be in timber production or are farming cranberries.

E. COMMENTS:

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

F. LAWFULLY CREATED UNIT OF LAND: All tax lots were lawfully created pursuant to 6.1.125.1.e by deeds prior to any Zoning and Land Development Ordinances (deed document numbers Tax lot 600:68-2688 & Tax lot 1400: 67-15951).

II. STAFF FINDINGS AND CONCLUSIONS:

a. SUMMARY OF PROPOSAL AND APPLICABLE REVIEW CRITERIA:

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

b. Key definitions:

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

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

DEVELOPMENT: The act, process or result of developing.

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

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

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

c. Criteria and standards for Property Line Adjustments

• **SECTION 6.3.125 PROCEDURE:**

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

FINDING: The application was received on October 1, 2020 and was deemed complete on October 23, 2020. A Vicinity Map showing the adjustment was submitted. A property report was provided. Tax lot 600 has a lien through Banner Bank and a copy of this report will be provided to them. Tax lot 1400 does not have a lien.

Therefore, all criteria have been satisfied.

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

FINDING: The zoning within this adjustment is Exclusive Farm Use (EFU) and Forest (F), which is considered resource zonings, the minimum lot size is 80 acres. In order for a parcel to be considered conforming it would need to meet the minimum lot size of 80 acres. Both tax lots are below the minimum lot size for the resource zoning districts. Tax lot 600 is a nonconforming parcel with 18.56 acres and tax lot 1400 is a nonconforming parcel with 26.67 acres. The Property Line Adjustment will result in tax lot 600 being reduced to 5.01 acres and tax lot 1400 being enlarged to 40.22 acres. This means that the adjustment will not change the conformance status of the parcels as both parcels will remain nonconforming.

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

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

FINDING: This adjustment will not create an encroachment. Therefore, this request complies with this criterion under this section.

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

FINDING: Neither parcel will be reduced to less than an acre. Therefore, this request complies with the criteria under this section.

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

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

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

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

- **SECTION 6.3.150 EASEMENTS AND ACCESS:**

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

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

III. DECISION:

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

IV. EXPIRATION:

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

V. NOTICE REQUIREMENTS:

A notice of decision will be provided to property owners within 750 feet of the subject properties and the following agencies, special district or parties: Bandon Rural Fire District and Southern Coos General Health District.

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

EXHIBIT "F"
COMMENTS RECEIVED



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

Michael L. Dado
541-396-7586
Email coosurvey@co.coos.or.us

October 9, 2020

PLA-20-027
Gant Family Farms
29-14- 08, TL 600
29-14- 09, TL 1400

Crystal,

I have no objections to this proposed Property Line Adjustment. The new line will need to be surveyed and monumented. The newly adjusted line needs to be **BOLDER** on the final map and both the new and old lines need to be clearly marked as such on said final map.
I have no further comments at this time.

Very truly yours

A handwritten signature in black ink that reads "Michael L. Dado". The signature is written in a cursive, flowing style.

Michael L. Dado

EXHIBIT "G"
APPLICATION



PROPERTY LINE ADJUSTMENT
SUBMIT TO COOS COUNTY PLANNING DEPT. AT 225 N. ADAMS STREET OR MAIL TO:
COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423, EMAIL
PLANNING@COOS.CO. OR U.S. PHONE: 541-396-7770

FILE NUMBER: PLA-20-027

Date Received: 10/1/20 Receipt #: 220860 Received by: MB
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 submital)

LAND INFORMATION

A. Land Owner(s) Gant Family Farms
Mailing address: P.O. Box 765, Bandon, OR 97411
Phone: 541-404-6090 Email: cranberryfarmer@yandex.com
Township: Range: Section: ¼ Section: 1/16 Section: Tax lot:
29S 14W 8 Select Select 600
Tax Account Number(s): 1207802 Zone: Select Zone Exclusive Farm Use (EFU)
Acreage Prior to Adjustment: 18.56 Acreage After the Adjustment 5.01

B. Land Owner(s) Gant Family Farms
Mailing address: P.O. Box 765, Bandon, OR 97411
Phone: 541-404-6090 Email: _____
Township: Range: Section: ¼ Section: 1/16 Section:
29S 14W 9 Select Select 1400
Tax Account Number(s) 1209502 Zone Forest (F)
Acreage Prior to Adjustment: 26.67 Acreage After the Adjustment 40.22

C. Surveyor Cyde F. Mulkins
Mailing Address P.O. Box 809, North Bend, OR 97459
Phone #: 541-751-8900 Email: mandrllc@frontier.com

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](#)



PROPERTY LINE ADJUSTMENT

SUBMIT TO COOS COUNTY PLANNING DEPT. AT 225 N. ADAMS 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: PLA-20-027

Date Received: 10/1/20 Receipt #: 220860 Received by: MB

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) Gant Family Farms

Mailing address: P.O. Box 765, Bandon, OR 97411

Phone: 541-404-6090

Email: cranberryfarmer@yahoo.com

Township: 29S Range: 14W Section: 8 ¼ Section: Select 1/16 Section: Select Tax lot: 600

Tax Account Number(s): 1207802 Zone: Select Zone Exclusive Farm Use (EFU)

Acreage Prior to Adjustment: 18.56 Acreage After the Adjustment 5.01

B. Land Owner(s) Gant Family Farms

Mailing address: P.O. Box 765, Bandon, OR 97411

Phone: 541-404-6090

Email: _____

Township: 29S Range: 14W Section: 9 ¼ Section: Select 1/16 Section: Select Tax lot: 1400

Tax Account Number(s) 1209502 Zone Forest (F)

Acreage Prior to Adjustment: 26.67 Acreage After the Adjustment 40.22

C. Surveyor Cyde F. Mulkins

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

Phone #: 541-751-8900

Email: mandrllc@frontier.com

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](#)

Please check off that all the required documents have been submitted with the application. Failure to submit documents will result in an incomplete application or denial.

Purpose of the Property Line Adjustment:

Tax Lot 600 has a rental home and cranberry bogs. Tax Lot 1400 has no improvements.
The purpose of this adjustment is to separate the rental property from the cranberry farm.
Tax Lot 1400 has sand deposits which are important to operating the bogs.

A before and after vicinity map locating the proposed line adjustment or elimination in relocation to adjacent subdivisions, partitions, other units of land and roadways.

A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan needs reflect structures as follows:

1. Within Farm and Forest at least within 30 feet of the property boundaries.
2. Within Rural Residential at least 10 feet of the property boundaries.
3. Within Controlled Development at least within 20 feet of the boundaries.
4. Within Estuary Zones at least within 10 feet of the boundaries.
5. Within Commercial and Industrial within 10 feet of the boundaries.

If there is no development within distance listed above the plan needs to indicate not development within the required distance.

A current property report (less than 6 months old) indicating any taxes, assessment or liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property. A title report is acceptable. *This shall be for both properties.* At the minimum a deed showing the current lien holders, reference to easements, covenants and ownership will be accepted for both properties. A notice will be provided to any lien holder as part of this process.

Please list all Lien Holders names and addresses:

Property 1: BANNER BANK, SOUTH COAST COMMERCIAL BANKING CENTER
212 SOUTH 5th STREET, COOS BAY, OR 97420

Property 2: NONE

Please answer the following:

Will the adjustment create an additional Unit of land? Yes No

Does property 1 currently meet the minimum parcel/lot size? Yes No

Does property 2 currently meet the minimum parcel/lot size? Yes No

Was property one created through a land division?

Yes

No

Was property two created through a land division?

Yes

No

Are there structures on the property?

Yes

No

If there are structures please provide how far they are in feet from the adjusted boundary line: ^{142'} house 90', shed 35', GARAGE 70'

Is there a sanitation system on the one or both properties, if so, please indicate the type of system

Yes

No

Onsite Septic System

Public Sewer

Is property one going to result in less than an acre and contain a dwelling?

Yes

No

Is property two going to result in less than an acre and contain a dwelling?

Yes

No

Is one or both properties zoned Exclusive Farm Use or Forest?

Yes

No

Will the property cross zone boundaries? If so, a variance request will be required.

Yes

No

Will the property line adjustment change the access point?

Yes

No

Acknowledgment Statement: I hereby declare that I am the legal owner of record or an agent having consent of the legal owner of record and I am authorized to obtain land use approvals. The statements within this form and submittal information provided are true and correct to the best of my knowledge and belief. I understand that any authorization for land use approval may be revoked if it is determined that it was issued based on false statements, misrepresentation or in error.

Property Owner Signatures

x *G. J. Saw*

x *Steve Hunt*

Section 5.0.150 Application Requirements:

Applications for development (includes land divisions and relocation of property boundary) or land use actions shall be filled on forms prescribed by the County and shall include sufficient information and evidence necessary to demonstrate compliance with the applicable criteria and standards of this ordinance and be accompanied by the appropriate fee.

BEFORE MAP

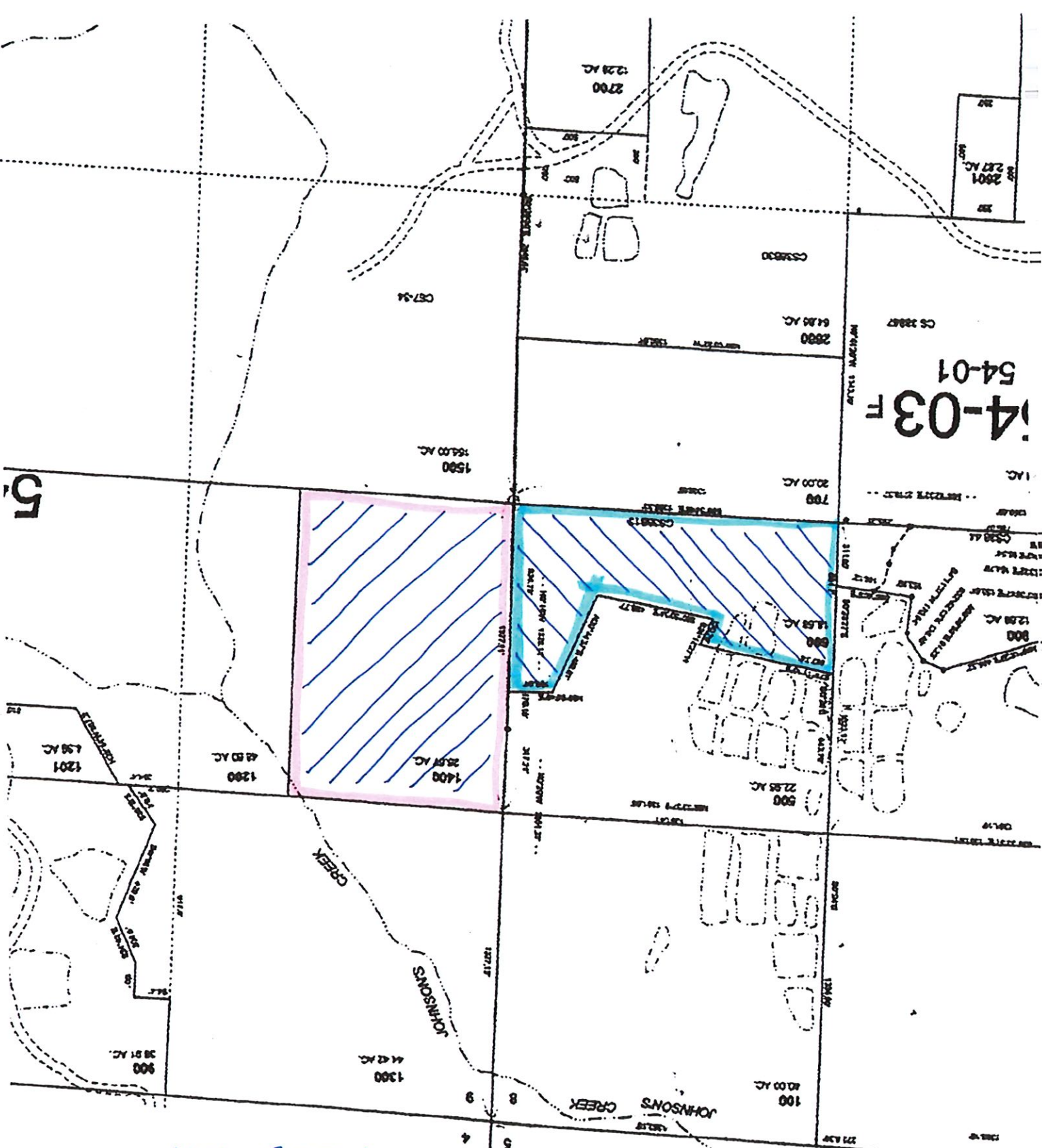
SECT

TL 600 SEC 8

TL 1400 SEC 9

T 29S - R 14W

FOR TLY



14-03 F
54-01

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4W W.M.
TY

29

TL 600 SEC 8

TL 1400 SEC 9

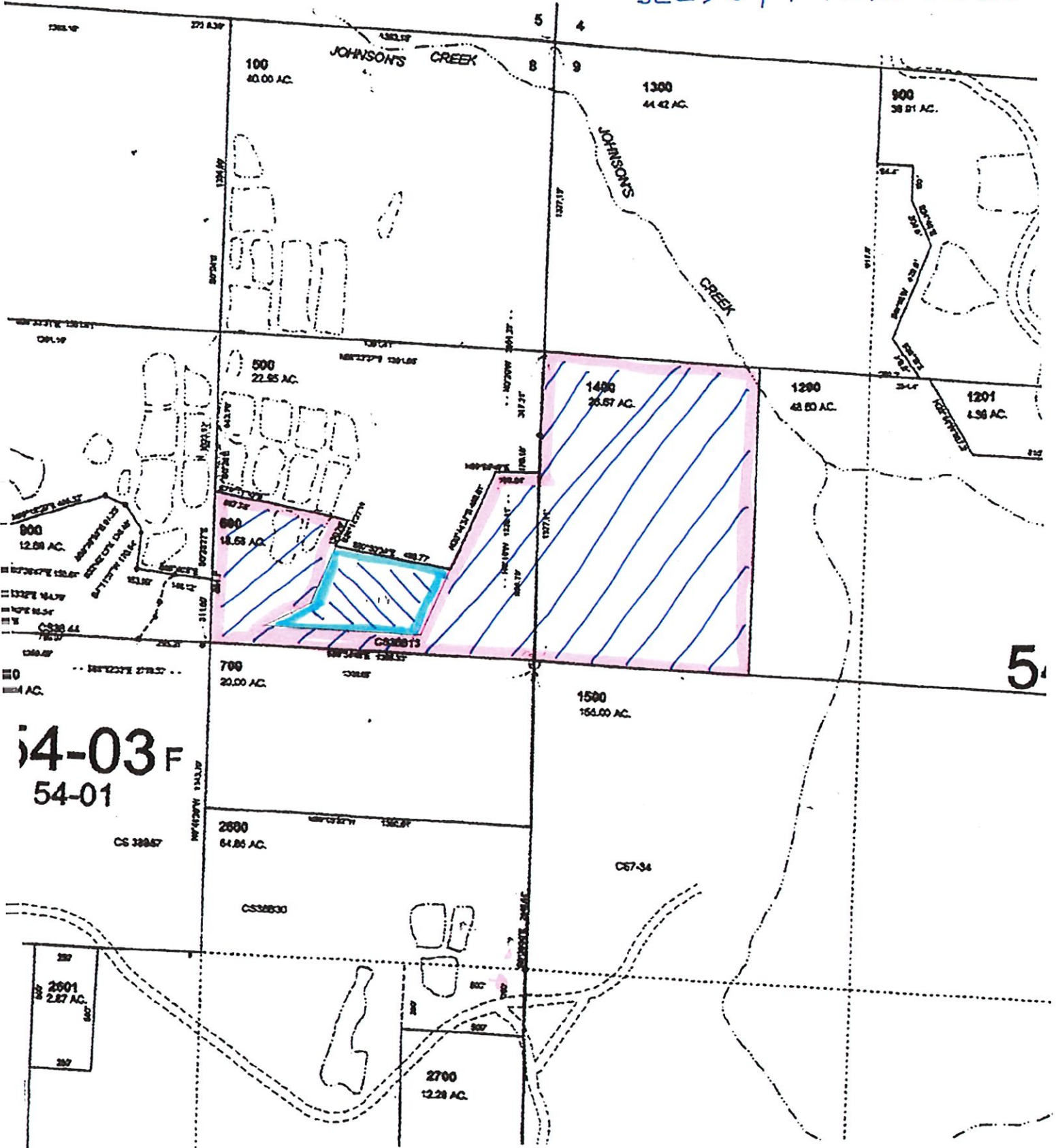
SECT

AFTER MAP

SEC'S 8 & 9 T29S - R14W

05

FOR
ILY

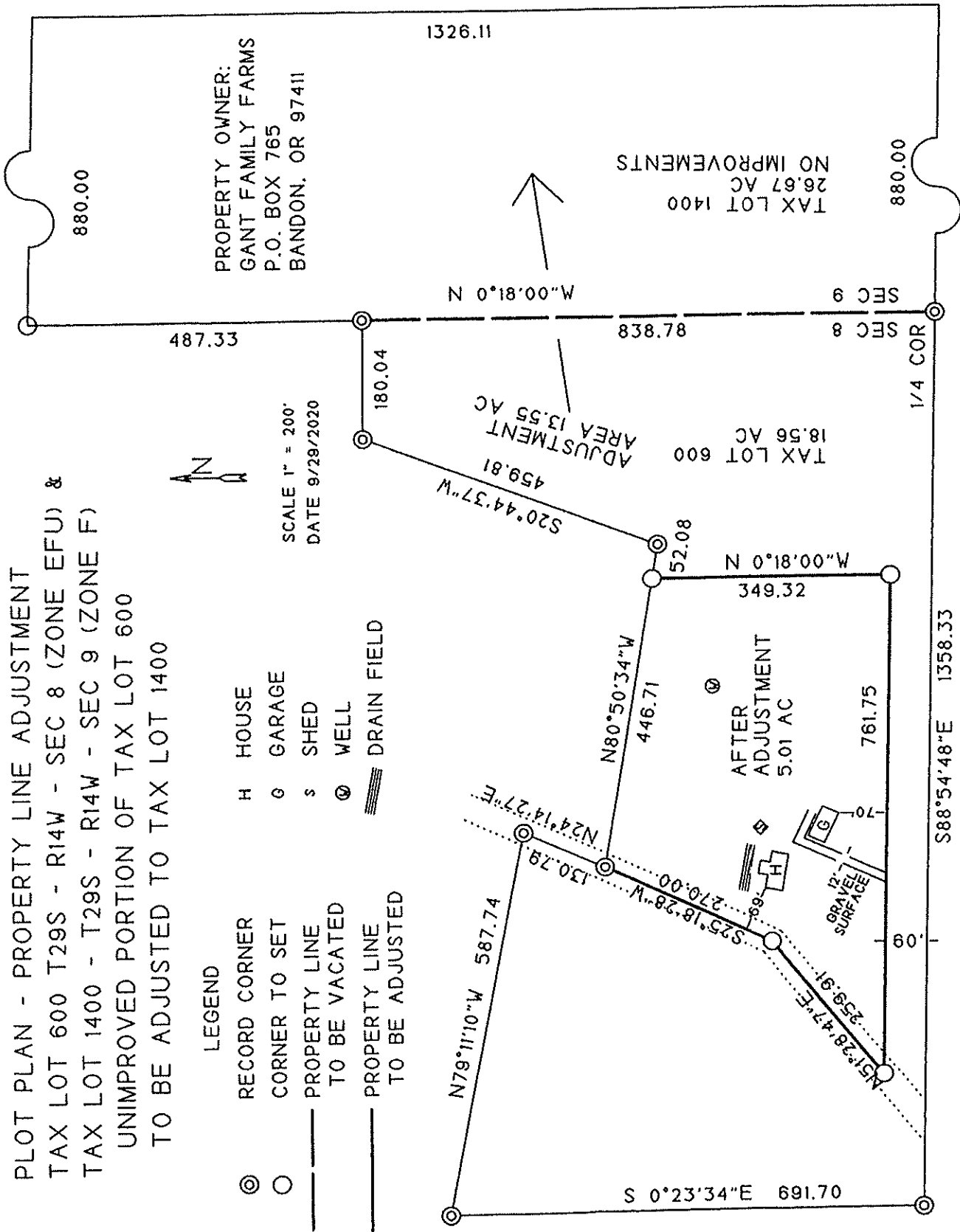
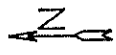


**PLOT PLAN - PROPERTY LINE ADJUSTMENT
 TAX LOT 600 T29S - R14W - SEC 8 (ZONE EFU) &
 TAX LOT 1400 - T29S - R14W - SEC 9 (ZONE F)
 UNIMPROVED PORTION OF TAX LOT 600
 TO BE ADJUSTED TO TAX LOT 1400**

LEGEND

- ⊙ RECORD CORNER
- CORNER TO SET
- PROPERTY LINE TO BE VACATED
- PROPERTY LINE TO BE ADJUSTED
- H HOUSE
- G GARAGE
- S SHED
- ⊙ WELL
- ▨ DRAIN FIELD

SCALE 1" = 200'
 DATE 9/29/2020



PROPERTY OWNER:
 GANT FAMILY FARMS
 P.O. BOX 765
 BANDON, OR 97411

TAX LOT 1400
 26.67 AC
 NO IMPROVEMENTS

TAX LOT 600
 18.56 AC
 ADJUSTMENT AREA 13.55 AC

W.00°81'0"N

AFTER ADJUSTMENT
 5.01 AC

GRAVEL SURFACE

SEC 8
 SEC 9

1/4 COR

1326.11

880.00

487.33

180.04

838.78

880.00

N79°11'10"W 587.74

S 0°23'34"E 691.70

N80°50'34"W 446.71

W.00°81'0"N 838.78

S20°44'37"W 459.81

52.08

70

69

S88°54'48"E 1558.33

761.75



After recording return to:
Gant Family Farms
P.O. Box 113
Bandon, OR 97411

Until a change is requested all tax statements
shall be sent to the following address:
Gant Family Farms
P.O. Box 113
Bandon, OR 97411

File No.: 7132-1350581 (VRR)
Date: April 20, 2009

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDED BY
FIRST AMERICAN TITLE

STATUTORY WARRANTY DEED

Doris M. Loftin, Surviving Trustee of the Robert and Doris Loftin Trust, under agreement dated March 23, 2004, Grantor, conveys and warrants to Gant Family Farms, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$380,000.00**. (Here comply with requirements of ORS 93.030)

APN: 12078.02

Statutory Warranty Deed
- continued

File No.: 7132-1350581 (VRR)
Date: 04/20/2009

EXHIBIT A

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

A parcel of land in the Southern portion of the Southeast quarter of the Northeast quarter of Section 8, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at the East quarter section corner of said Section 8, Township 29 South, Range 14 West of the Willamette Meridian, go North 00° 18' West 838.75 feet, along the Section line between Sections 8 and 9, Township 29 South, Range 14 West of the Willamette Meridian to a 3/4 inch pipe; thence South 89° 55' 48" West 180.04 feet to a 1/2 inch pipe; South 20° 44' 37" West, 459.81 feet to a 1/2 inch pipe; thence North 80° 50' 34" West, 498.77 feet to a 3/4 inch pipe; thence North 24° 14' 27" East, 130.79 feet to a 1/2 inch pipe; thence North 79° 11' 10" West 587.74 feet to a 3/4 inch pipe located on the 1/16th line running North and South through the center of the Northeast quarter of said Section 8; thence South 00° 26' East 691.70 feet along said 16th line to a 1 1/2 inch pipe at the C-E 1/16th corner on the East West quarter section line through the center of Section 8, Township 29 South, Range 14 West of the Willamette Meridian; thence South 88° 54' 48" East 1358.33 feet along said quarter section line to the point of beginning.

1-1-74

QUITCLAIM DEED



KNOW ALL MEN BY THESE PRESENTS, That Gary T. Gant and Karen E. Gant, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto Gant Family Farms hereinafter called grantee, and unto grantee's heirs, successors and assigns all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any-wise appertaining, situated in the County of Coos, State of Oregon, described as follows, to-wit:

The West one-third of the South Half of the Northwest Quarter (W 1/3 S 1/2 NW 1/4) of Section 9 Township 36 South, Range 14 West of the Willamette Meridian, Coos County, Oregon. Together with an easement for the right to construct an automobile runway, recorded April 28, 1993, Microfilm Reel No. 93-04-1247, Records of Coos County, Oregon. EXCEPTING AND RESERVING all minerals, as reserved in Deed by A.B. Collier, recorded August 7, 1958 in Vol. 266, Page 718, Records of Coos County, Oregon

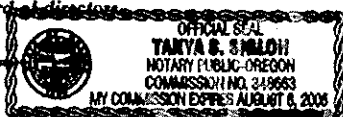
(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ NONE. However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this day of June, 19 2002; if a corporate grantor, it has caused its name to be signed and affixed by its officers, duly authorized thereto by order of its board of directors.



(If executed by a corporate officer, affix corporate seal)

Handwritten signature of Gary T. Gant and Karen E. Gant.

STATE OF OREGON, County of Coos, June 14, 2002. Personally appeared the above named Gary T. Gant and Karen E. Gant

STATE OF OREGON, County of Coos, 19. Personally appeared and each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me: Tanya S. Snelson, Notary Public for Oregon, My commission expires: 8-8-08

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me: (SEAL) Notary Public for Oregon, My commission expires:

Form section for Grantor and Grantee information. Grantor: Gary T & Karen E Gant, PO Box 113, Bandon, OR 97411. Grantee: Gant Family Farms, PO Box 765, Bandon, OR 97411. Also includes recording return information.

Form section for Notary and Recording Officer. Includes 'STATE OF OREGON' and 'I certify that the within instrument was received for record on the day of June, 2002, at o'clock M., and recorded in book on page or as file/reel number. Record of Deeds of said county. Witness my hand and seal of County affixed. Recording Officer By Deputy'

Ticor Title Company of Oregon
Order No. 360620032383



300 W Anderson
(541)269-5127

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

To ("Customer"): Mulkins and Rambo, LLC
PO Box 809
North Bend, OR 97459

Customer Ref.: _____
Order No.: 360620032383
Effective Date: August 28, 2020 at 08:00 AM
Charge: \$300.00

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

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

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

Gant Family Farms

Premises. The Property is:

(a) Street Address:

88551 Circle City Ln, Bandon, OR 97411

(b) Legal Description:

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

Part Two - Encumbrances

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

EXCEPTIONS

1. 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 2020-2021.
2. The Land has been classified as Farm Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

Account No.: 1207802

3. 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.

Account No.: 1209502

4. Notwithstanding the insuring clauses of the policy, the company does not insure against loss or damage by reason of a lack of a right of access to and from the land.

Affects Parcel 2

5. 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 Johnson creek, streams, ponds and tributaries.

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 Johnson creek, streams, ponds and tributaries.

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 Johnson creek, streams, ponds and tributaries.

6. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Dated: October 27, 1951
Lessor: A.B. Collier
Lessee: Ernest G. Ray
Recording Date: November 10, 1952
Recording No: Book 222, Page 617

Affects Parcel 2

Assignment of the Lessee's interest under said lease,

Assignor: Ernest G. Rayl

Assignee: E.W. McDowell
Recording Date: June 16, 1953
Recording No: Book 227, Page 643

Assignment of the Lessee's interest under said lease,

Assignor: E.W. McDowell
Assignee: Robert K. Smith, etal, an interest in this lease
Recording Date: June 16, 2003
Recording No: Book 227, Bag 647

Assignment of the Lessee's interest under said lease,

Assignor: Robert K. Smith, etal, an interest in this lease
Assignee: Ernest G. Ray, an interest in this lease
Recording Date: June 17, 1953
Recording No: Book 227, Page 670

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

Entitled: Deed
Recording Date: August 7, 1958
Recording No: Book 266, Page 718

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

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

Entitled: Deed
Recording Date: August 7, 1958
Recording No: Book 266, Page 718

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

Reserved by: Norville L. Loftin and Mazie V. Loftin, husband and wife
Recording Date: April 21, 1968
Recording No: 68-03-26888

10. Easement including the terms and provisions thereof,

Recording Date: July 1, 1968
Recording No: 68-7-29761
Between: George W. Hawkins, etal
Affects Parcel 1

A correction said easement:

Recording Date: March 2, 1979
Recording No.: 79-1-2724

A correction said easement:

Recording Date: March 2, 1979
Recording No.: 79-1-2726

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

Granted to: Coos-Curry Electric Cooperative, Inc.
Recording Date: October 29, 1984
Recording No: 84-5-4724
Affects: Parcel 1

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

Entitled: Instrument
Recording Date: November 25, 1986
Recording No: 86-5-2778
Affects Parcel 1

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

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

Entitled: Instrument
Recording Date: November 25, 1986
Recording No: 86-5-2778
Affects: Parcel 1

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

Reserved by: Robert M. Loftin and Doris M. Loftin, Trustees of the Robert M. Loftin Revocable Trust
Purpose:
Recording Date: January 27, 1993
Recording No: 93-01-0949
Re-recording Date: April 08, 1993
Re-recording No: 93-04-0316
Affects: Parcel 1

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

Granted to: Cary T. Gant and Karen Gant
Recording Date: April 28, 1993
Recording No: 93-04-1247

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

Granted to: Coos-Curry Electric Cooperative, Inc.
Recording Date: October 14, 1994
Recording No: 94-10-0529
Affects: Parcel 2

17. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement Agreement
In favor of: Ray F. Hopper, etal
Recording Date: March 16, 1995
Recording No: 95-03-0617

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

Granted to: Coos-Curry Electric Cooperative, Inc.
Recording Date: August 1, 1995
Recording No: 95-08-0042
Affects Parcel 2

19. Note: Well Ownership Identification Form containing a Well Identification Number and other information. This informational note will not appear in the title insurance policy as this recorded form is not a matter within the scope of policy coverages.

Well Identification No.: L33570
Recording Date: 12/13/1999
Recording No.: 1999-15418
Affects Parcel 2

20. Note: Well Ownership Identification Form containing a Well Identification Number and other information. This informational note will not appear in the title insurance policy as this recorded form is not a matter within the scope of policy coverages.

Well Identification No.: L33571
Recording Date: 12/13/1999
Recording No.: 1999-15419
Affects Parcel 2

21. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$320,000.00
Dated: May 18, 2009
Trustor/Grantor: Gant Family Farms, an Oregon General Partnership
Trustee: Brad Williams c/o UPF Washington Incorporated
Beneficiary: Sterling Savings Bank
Recording Date: May 21, 2009
Recording No.: 2009-4777
Affects Parcel 1

Assignment of Rents and Leases

Assigned to: Lender
Assigned by: Grantor
Recording Date: May 21, 2009
Recording No: 2009-4778

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Banner Bank
Loan No.: 383203-S
Recording Date: November 22, 2014
Recording No.: 2014-09281

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Grantors and Lender
Recording Date: July 25, 2019
Recording No: 2019-06479

22. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Name: Gant Family Farms

- a) A complete copy of the general partnership agreement and any amendments and restatements thereto.
- b) Evidence that the partnership was validly formed, is in good standing and authorized to do business in its state of origin.
- c) If less than all general partners are executing documents, furnish evidence of the signing partner(s) authority, unless authorized in the documents referred to above.

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

End of Reported Information

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

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

EXHIBIT "A"
Legal Description

PARCEL 1:

A parcel of land in the Southern portion of the SE ¼ of the NE ¼ of Section 8, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at the East quarter said Section 8; thence North 00° 18' East 838.75 feet along the Section line between Sections 8 and 9, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon to a ¾ inch pipe; thence South 89° 55' 48" West 180.04 feet to a ½ inch pipe; thence South 20° 44' 37" West 459.81 feet to a ½ inch pipe; thence North 80° 50' 34" West 498.77 feet to a ¾ inch pipe; thence North 24° 14' 27" East 130.79 feet to a ½ inch pipe; thence North 79° 11' 10" West 587.74 feet to a ¾ inch pipe located on the 1/16th line running North and South through the center of the NE ¼ of said Section 8; thence South 00° 26' East 691.70 feet along said 1/16th line to a 1 ½ inch pipe at the C-E 1/16th C corner on the East West quarter Section line through the center of said Section 8; thence South 88° 54' 48" East 1358.33 feet along said quarter Section line to the point of beginning.

PARCEL 2:

The West one-third of the South Half of the Northwest Quarter of Section 9, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

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. 360620032383

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



After recording return to:
Gant Family Farms
P.O. Box 113
Bandon, OR 97411

Until a change is requested all tax statements
shall be sent to the following address:
Gant Family Farms
P.O. Box 113
Bandon, OR 97411

File No.: 7132-1350581 (VRR)
Date: April 20, 2009

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDED BY
FIRST AMERICAN TITLE

STATUTORY WARRANTY DEED

Doris M. Loftin, Surviving Trustee of the Robert and Doris Loftin Trust, under agreement dated March 23, 2004, Grantor, conveys and warrants to **Gant Family Farms**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$380,000.00**. (Here comply with requirements of ORS 93.030)

APN: 12078.02

Statutory Warranty Deed
- continued

File No.: 7132-1350581 (VRR)
Date: 04/20/2009

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, OF CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195-336 AND SECTIONS 5 TO 11, OF CHAPTER 424, OREGON LAWS 2007.

Dated this 30 day of April, 2009.

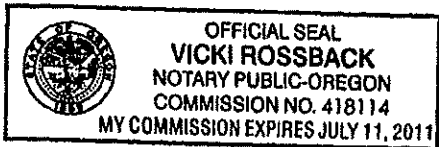
Doris M. Loftin, Surviving Trustee of the
Robert and Doris Loftin Trust, under
agreement dated March 23, 2004

Doris M. Loftin, Trustee
Doris M. Loftin, Surviving Trustee

STATE OF Oregon)
)ss.
County of Coos)

This instrument was acknowledged before me on this 30 day of April, 2009
by as of Doris M. Loftin, Surviving Trustee of the Robert and Doris Loftin Trust, under agreement dated
March 23, 2004, on behalf of the .

Vicki Rossback



Notary Public for Oregon
My commission expires: 7/11/11

APN: 12078.02

Statutory Warranty Deed
- continued

File No.: 7132-1350581 (VRR)
Date: 04/20/2009

EXHIBIT A

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

A parcel of land in the Southern portion of the Southeast quarter of the Northeast quarter of Section 8, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at the East quarter section corner of said Section 8, Township 29 South, Range 14 West of the Willamette Meridian, go North 00° 18' West 838.75 feet, along the Section line between Sections 8 and 9, Township 29 South, Range 14 West of the Willamette Meridian to a 3/4 inch pipe; thence South 89° 55' 48" West 180.04 feet to a 1/2 inch pipe; South 20° 44' 37" West, 459.81 feet to a 1/2 inch pipe; thence North 80° 50' 34" West, 498.77 feet to a 3/4 inch pipe; thence North 24° 14' 27" East, 130.79 feet to a 1/2 inch pipe; thence North 79° 11' 10" West 587.74 feet to a 3/4 inch pipe located on the 1/16th line running North and South through the center of the Northeast quarter of said Section 8; thence South 00° 26' East 691.70 feet along said 16th line to a 1 1/2 inch pipe at the C-E 1/16th corner on the East West quarter section line through the center of Section 8, Township 29 South, Range 14 West of the Willamette Meridian; thence South 88° 54' 48" East 1358.33 feet along said quarter section line to the point of beginning.

1-1-74

QUITCLAIM DEED



KNOW ALL MEN BY THESE PRESENTS, That Gary T. Gant and Karen E. Gant

hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto Gant Family Farms

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

The West one-third of the South Half of the Northwest Quarter (W 1/3 S 1/2 NW 1/4) of Section 9 Township 9 South, Range 14 West of the Willamette Meridian, Coos County, Oregon. Together with an easement for the right to construct an automobile runway, recorded April 28, 1993, Microfilm Reel No. 93-04-1247, Records of Coos County, Oregon. EXCEPTING AND RESERVING all minerals, as reserved in Deed by A.B. Collier, recorded August 7, 1958 in Vol. 266, Page 718, Records of Coos County, Oregon

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ NONE

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 14 day of June, 19 2002; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors

(If executed by a corporate officer affix corporate seal)



Handwritten signature of Gary T. Gant and Karen E. Gant

STATE OF OREGON, County of Coos June 14, 2002

STATE OF OREGON, County of Coos ss.

Personally appeared the above named Gary T. Gant and Karen E. Gant

Personally appeared 1 who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and acknowledged the foregoing instrument to be their voluntary act and deed.

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: Tanya S. Sigloh Notary Public for Oregon My commission expires: 8-8-05

Before me: (SEAL) Notary Public for Oregon My commission expires:

Gary T & Karen E Gant PO Box 113 Bandon, OR 97411 GRANTOR'S NAME AND ADDRESS

Gant Family Farms PO Box 765 Bandon, OR 97411 GRANTEE'S NAME AND ADDRESS

After recording return to: Gant Family Farms PO Box 765 Bandon, CR 97411 NAME, ADDRESS, ZIP

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

STATE OF OREGON, County of ss.

I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book on page or as file/reel number. Record of Deeds of said county. Witness my hand and seal of County affixed.

Recording Officer By Deputy

Recorded By Key Title Company As An Accomodation Only With No Liability Assumed.

RETURN TO KEY TITLE

74054
OIL AND GAS LEASE

PRODUCERS BANK
VOL 222 PAGE 617

AGREEMENT, Made and entered into the 27th day of October, 1951
by and between A. B. Collier and Kirtie I. Collier, his wife, E. A. Gant and
Grace Gant, his wife, John Nielson and Martha Nielson, his wife,
of Bandon, Oregon hereinafter called
lessor (whether one or more), and Ernest G. Ray of Bandon, Oregon

Witnesseth: That the said lessor, for and in consideration of One. 00/100

Dollars,
cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and conditions hereinafter
contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let and by this
presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of conducting
geophysical and other methods, mining and operating for oil and gas and laying of pipe lines and of building
tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain
tract of land situate in the County of Coos, State of Oregon
described as follows, to-wit: The West 1/4 of the northeast 1/4 and the south 1/4 of the
northwest 1/4 of Section 9, Township 29 South, Range 14 west of the Willamette
meridian

~~Section~~ ~~Range~~ and containing 160 acres, more or less.

It is agreed that this lease shall remain in force for a term of five (5) years from this date, and as long
thereafter as oil or gas or either of them is produced from said land by lessee.

In consideration of the premises the said lessee covenants and agrees:

- 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal use of both part of all oil produced and saved from the leased premises.
- 2nd. To pay lessor one-eighth (1/8) of the price received each year, payable quarterly, for the gas from each well where royalty is for oil, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.
- 3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the market value, at the mouth of the well, payable monthly at the prevailing market rate.

If no well be commenced on said land on or before the 27th day of October, 1951, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or to the lessor's credit in the

Bank of Bandon Bank at Bandon, Oregon, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Eighty. 00/100. (\$80.00) dollars

which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee; and the depositing of such currency, draft or check in any post office with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date,

shall be deemed payment as herein provided. In like manner and upon annual like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals, in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments, and if the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid to the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessor's pipe lines below flow depth.
No well shall be drilled nearer than 250 feet to the house or barn now on said premises without written consent of lessor.
Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignments of rents or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the lessee or assignee of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or any assignee thereof, the same shall nevertheless be a default or breach of this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

All covenants or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof and the undersigned lessors, for themselves and their heirs, successors, or assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

If an oil or gas well is not drilled by the lessee or assigns within two years in either Township 28 or 29 in Range 14 West Willamette meridian in Coos County, Oregon, then this lease shall become automatically null and void.

IN TESTIMONY WHEREOF WE SIGN, This the 1st day of November, 1951

Witness: Lessors
A. B. Collier
Kirtie I. Collier
E. A. Gant
Grace Gant
John Nielson
Martha Nielson

John Nielson
Martha Nielson

STATE OF OREGON } SS. ACKNOWLEDGMENT, Applicable where lands are in Oklahoma, Kansas, Nebraska, South Dakota, Arizona and New Mexico
 COUNTY OF DOUGLAS }
 BE IT REMEMBERED, That on this FIRST day of NOVEMBER A. D. 1951, before me a Notary Public in and for said County and State, personally appeared A. B. Collier and Kirtie J. Collier, his wife, to me known to be the identical person they described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
 IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written
 My commission expires NOV 27 1953 Herbert D. Gagne Notary Public
 P.O. _____

STATE OF OREGON } SS. ACKNOWLEDGMENT, Wyoming or Colorado
 COUNTY OF COOS }
 I, Claude E. Waldrop a Notary Public in and for said County and State, do hereby certify that E. A. Gant and Grace M. Gant, his wife, John Nielson and Martha Nielson, his wife, personally known to me to be the person they whose name they subscribed to the within instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed for the uses and purposes therein set forth.
 WITNESS my hand and official seal this 27th day of November A. D. 1951
 My commission expires NOV 27 1953 Herbert D. Gagne Notary Public
 P.O. Bandon Oregon,

STATE OF OREGON } SS. ACKNOWLEDGMENT, CORPORATION
 COUNTY OF _____ }
 Before me, the undersigned a Notary Public in and for said County and State, on this _____ day of _____ 19____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.
 Given under my hand and seal of office the day and year last above written _____ Notary Public.
 My commission expires _____
 P.O. _____

74054
PRODUCERS OF SPECIAL F.L.B. NEW

Oil and Gas Lease

No. _____

A. B. Collier & H.L. Fennell FROM

Fennell & Collier

Dated Oct 17 1951

Lot _____ Block _____

Section 2 Township 29 Range 14

County DOUGLAS

No. of Acres 160 Term 57 YEARS

STATE OF OREGON } SS.
 County of DOUGLAS }
 This instrument was filed for record on the _____ day of NOV 10 1952 19____
 at 11:20 o'clock A.M. and duly recorded in Book 222 Page 617 of the records of this office.
GEORGIANNA VAUGHAN
 County Clerk

By _____
 When Recorded _____
 Return to _____
 Form No. 118-B—In Book and For Sale by
 Tulsa Legal Blank Co.
 15 East Fourth Street—Phone 34885
 Tulsa, Oklahoma

OKLAHOMA FORM OF ACKNOWLEDGMENT WHERE GRANTOR SIGNS BY MARK.
 NOTE—With reference to Oklahoma lands, when this instrument is signed by a person who cannot write his name he shall execute the same by his mark, and his name shall be written near such mark by one of two persons who saw such mark made, who shall write their names on such instrument as witnesses.

STATE OF _____ } SS.
 COUNTY OF _____ }
 On this _____ day of _____, A. D. 19____, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared _____ to me known to be the identical person _____ who executed and _____ the within and foregoing instrument by _____ mark _____ in my presence and in the presence of _____ and _____ as witnesses, the said _____ signing the name of _____ the said _____ and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
 Given under my hand and seal the day and year last above written _____ Notary Public.
 My commission expires _____
 P.O. _____

ASSIGNMENT OF OIL AND GAS LEASES

78618

WHEREAS, Ernest G. Ray has entered into numerous oil and gas leases covering land in the County of Coos, State of Oregon, said leases being recorded in the office of the County Clerk of Coos County, and

WHEREAS, the said Ernest G. Ray is desirous of assigning said oil and gas leases as are owned by him covering property in Coos County, Oregon.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, I, Ernest G. Ray, do hereby bargain, sell, transfer, assign, and convey unto E. W. McDowell, of San Antonio, Texas, all my right, title, and interest as Lessee in and to the properties described in the following leases:

<u>Lessors</u>	<u>Recorded</u>	<u>Volume</u>	<u>Pages</u>
Harve Allen, et ux	11-15-51	213	679-680
J. A. Plummer, et ux	10-31-51	213	394-395
Irby B. Lambert, et al	12-14-51	214	380-381
Wesley Chappell, single	12-14-51	214	376-377
Archie H. Rosa, et ux	2-29-52	216	219-220
City of Bandon	11-12-49	194	379-380
Roderick J. Nielson, et ux	8-18-52	220	493-494
A. B. Collier, et ux	8-18-52	220	491-492
John C. Windhurst, et ux	10-31-51	213	398-399
E. D. Webb, et ux	4-27-53	226	441-442
Roy Hultin, et ux	10-31-51	213	408-409
Lloyd L. Rosa, et ux	11-14-51	213	669-670
Charles G. Girard, et ux	10-31-51	213	402-403
Roderick J. Nielson, et ux	8-29-52	221	11-12
A. B. Collier, et al	11-10-52	222	617-618
Sam E. McKinney, et ux	2-29-52	216	217-218
Lawrence M. Snead, et al	8-29-52	220	737-738
Adam Storm, et ux	10-31-51	213	404-405
Henry F. Winters, et ux	9-26-52	221	500-501
Vernon B. Nielson, et ux	8-27-52	220	700-701
James A. Lovelace, et ux	7-16-52	219	577-578
R. R. Davis, et ux	11-16-51	213	706-707
A. J. Albertson, et ux	7-11-52	219	506-507
Maude A. Drane, et al	11-10-52	222	619-620
Marie M. Houston, widow	5-21-52	218	240-241
Lewis W. Barnekoff, et ux	7-30-52	220	121-122
Elmer A. Gant, et ux	9-25-52	221	473-474
Lawrence M. Snead, et ux	10-31-51	213	406-407
Leo L. Cox, et al	10-31-51	213	400-401
A. B. Collier, et al	11-10-52	222	615-616
J. A. Plummer, et ux	10-31-51	213	396-397
Edwin Sumner Fish, et ux	8-27-52	220	698-699
Charles F. St. Sure, et ux	9-25-52	221	477-478
John M. Conrad, et al	9-25-52	221	475-476
Coos County	10-8-52	222	4-5
Wm. T. Dufort, et ux	11-20-52	223	69-70
Rankin & Gould Bog, Inc.	12-4-52	223	406-406A
John T. Coy, et ux	3-25-53	225	628-629
John T. Coy, et al	8-18-52	220	484-485
Alfred H. Allan, et ux	4-16-53	226	273-274
Veneta Rhodes, single	5-1-53	226	545-546
Assignment--1.			

For the same consideration above named, I, Ernest G. Ray, do hereby warrant my right and authority to assign and convey the above described leases and that all rentals and royalties due and payable on said leases as of the date of this assignment have been duly paid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14th day of May, 1953.

Ernest G. Ray (SEAL)

STATE OF OREGON }
County of Coos } ss.

On the 14th day of May, 1953, there appeared before me the aforementioned Ernest G. Ray, who personally acknowledged to me that he executed the foregoing instrument freely and voluntarily for the uses and purposes therein set forth.

Witness my hand and official seal this 14th day of May, 1953.



Myron G. Spauldy
Notary Public for Oregon
My Commission expires 5/28/55

Recorded— June 16, 1953 at 11:55 a.m.
Georgianna Vaughan, County Clerk

THE STATE OF OREGON,
COUNTY OF COOS.

78620

WHEREAS, the undersigned, E. W. McDOWELL, of San Antonio, Texas, is the owner of oil, gas and mineral leases covering lands in Coos County, Oregon, said leases being described and referred to as follows, to-wit:

<u>Lessors</u>	<u>Recorded</u>	<u>Volume</u>	<u>Pages</u>
Harve Allen, et ux	11-15-51	213	679-680
J. A. Plummer, et ux	10-31-51	213	394-395
Irby B. Lambert, et al	12-14-51	214	380-381
Wesley Chappell, single	12-14-51	214	376-377
Archie H. Rosa, et ux	2-29-52	216	219-220
City of Bandon	11-12-49	194	379-380
Roderick J. Nielson, et ux	8-18-52	220	493-494
A. B. Collier, et ux	8-18-52	220	491-492
John C. Windhurst, et ux	10-31-51	213	398-399
E. D. Webb, et ux	4-27-53	226	441-442
Roy Hultin, et ux	10-31-51	213	408-409
Lloyd L. Rosa, et ux	11-14-51	213	669-670
Charles G. Girard, et ux	10-31-51	213	402-403
Roderick J. Nielson, et ux	8-29-52	221	11-12
A. B. Collier, et al	11-10-52	222	617-618
Sam E. McKinney, et ux	2-29-52	216	217-218
Lawrence M. Snead, et al	8-29-52	220	737-738
Adam Storm, et ux	10-31-51	213	404-405
Henry F. Winters, et ux	9-26-52	221	500-501
Vernon B. Nielson, et ux	8-27-52	220	700-701
James A. Lovelace, et ux	7-16-52	219	577-578
R. R. Davis, et ux	11-16-51	213	706-707
A. J. Albertson, et ux	7-11-52	219	506-507
Maude A. Drane, et al	11-10-52	222	619-620
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Edmer A. Gant, et ux	9-25-52	221	473-474
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John M. Conrad, et al	9-25-52	221	475-476
Coos County	10-8-52	222	4-5
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John T. Coy, et ux	3-25-53	225	628-629
John T. Coy, et al	8-18-52	220	484-485
Alfred H. Allan, et ux	4-16-53	226	273-274
Veneta Rhodes, single	5-1-53	226	545-546

Said above described oil and gas leases are the same identical leases heretofore assigned to the said E. W. McDowell by Ernest G. Ray by assignment dated May 14, 1953, and all of said leases have been filed for record in the office of the County Clerk of Coos County, Oregon, reference being here made to each and all of said leases and the records thereof for all purposes, including a more particular description of the lands covered thereby.

NOW, therefore, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by each of the assignees hereinafter named, I, E. W. McDOWELL, the present owner of said above described leases and all rights thereunder or incident thereto, do hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY to each of the assignees hereinafter named the proportionate undivided interest in all of said leases and all rights thereunder insofar as they cover all of the lands described in each and all of said leases (except as to the acreage hereinafter described), together with like interests in all personal property situated thereon or used and obtained in connection therewith, to-wit:

Robert Knox Smith	1/8th
Charles W. Balthrope	1/16th
Henry H. Bryant	1/16th
R. E. Lanham	1/16th
Harry Tappan	1/16th
Judson H. Phelps	1/16th
Roy. C. Smith	1/16th

There is expressly excepted from this assignment and reserved to the assignor, his heirs and assigns, the above described oil and gas lease from John T. Coy, et ux, to Ernest G. Ray, which was recorded March 25, 1953, in Volume 225, Page 628 of the records in the office of the County Clerk, Coos County, Oregon, insofar as said lease covers forty (40) acres, more or less, being the northeast quarter (NE/4) of the southeast quarter (SE/4) of Section 4, Township 29 South, Range 14 West, Coos County, Oregon, the remaining acreage covered by said lease being included within the granting clause of this assignment.

The interests above assigned as to each of the leases and all of the acreage covered hereby are each expressly subject to their proportionate parts of the one/thirty-second (1/32nd) of seven/eighths (7/8ths) overriding royalty interest heretofore assigned by the assignor herein to Ernest G. Ray of Coos County, Oregon.

And for the same consideration, the assignor herein, for himself, his heirs and legal representatives, covenants with each of the assignees, their heirs and assigns, that he is the lawful owner of the interests herein assigned

and that he will warrant and defend title to same against the claims of all persons whomsoever claiming by, through and under him, but not otherwise.

EXECUTED this 27th day of May, 1953.

E. W. McDowell
E. W. McDowell

THE STATE OF TEXAS,
COUNTY OF BEXAR.

On this 27th day of May, 1953, there appeared before me the aforementioned E. W. McDOWELL, who personally acknowledged to me that he executed the foregoing instrument freely and voluntarily for the uses and purposes therein set out.

WITNESS my hand and official seal this 27th day of May, 1953.

John H. Dittmar
Notary Public, Bexar County, Texas.

My commission expires May 31, 1953

JOHN H. DITTMAR
Notary Public, Bexar County, Texas

Recorded— June 16, 1953 at 11:55 a.m
Georgianna Vaughan, County Clerk

VOL. 227 PAGE 670

78641

THE STATE OF OREGON,
COUNTY OF COOS.

WHEREAS, the undersigned, E. W. McDOWELL, of San Antonio, Texas, is the owner of oil, gas and mineral leases covering lands in Coos County, Oregon, said leases being described and referred to as follows, to-wit:

<u>Lessors</u>	<u>Recorded</u>	<u>Volume</u>	<u>Page</u>
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Roy Hultin, et ux	10-31-51	213	408-409
Lloyd L. Rosa, et ux	11-14-51	213	669-670
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Sam E. McKinney, et ux	2-29-52	216	217-218
Lawrence M. Snead, et al	8-29-52	220	737-738
Adam Storm, et ux	10-31-51	213	404-405
Henry F. Winters, et ux	9-26-52	221	500-501
Vernon B. Nielson, et ux	8-27-52	220	700-701
James A. Lovelace, et ux	7-16-52	219	577-578
R. R. Davis, et ux	11-16-51	213	705-707
A. J. Albertson, et ux	7-11-52	219	506-507
Maude A. Drane, et al	11-10-52	222	619-620
Marie M. Houston, widow	5-21-52	218	240-241
Lewis W. Barnekoff, et ux	7-30-52	220	121-122
Elmer A. Gant, et ux	9-25-52	221	473-474
Lawrence M. Snead, et ux	10-31-51	213	406-407
Leo L. Cox, et al	10-31-51	213	400-401
A. B. Collier, et al	11-10-52	222	615-616
J. A. Plummer, et ux	10-31-51	213	396-397
Edwin Sumner Fish, et ux	8-27-52	220	698-699
Charles F. St. Sure, et ux	9-25-52	221	477-478
John M. Conrad, et al	9-25-52	221	475-476
Coos County	10-8-52	222	4-5
Wm. T. Dufort, et ux	11-20-52	223	69-70
Rankin & Gould Bog, Inc.	12-4-52	223	406-406A
John T. Coy, et ux	3-25-53	225	628-629
John T. Coy, et al	8-18-52	220	484-485
Alfred H. Allan, et ux	4-16-53	226	273-274
Veneta Rhodes, single	5-1-53	226	545-546

Said above described oil and gas leases are the same identical leases heretofore assigned to the said E. W. McDowell by Ernest G. Ray by assignment dated May 14, 1953, and all of said leases have been filed for record in the office of the County Clerk of Coos County, Oregon, reference being here made to each and all of said leases and the records thereof for all purposes, including a more particular description of the lands covered thereby.

NOW, therefore, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by ERNEST G. RAY, I, E. W. McDOWELL, the present owner of said above described leases and all rights thereunder, do hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto ERNEST G. RAY, of Coos County, Oregon, his heirs and assigns, an overriding royalty interest equal to one/thirty-second (1/32nd) of seven/eighths (7/8ths) of all oil and gas produced, saved and sold from all of the lands covered by all of the above described leases under and by virtue thereof. Such overriding royalty shall be free and clear of all costs except taxes, but it shall not apply to oil or gas used in the development of or production from the premises. In the event of failure or partial failure of title as to any of said above described leases, then the overriding royalty here conveyed, insofar as same covers any such lease on which there is a failure of title, shall be proportionately reduced.

The assignor herein, by virtue of this assignment, assumes no obligation to the assignee to maintain any of said above described leases in force and effect by drilling operations, payment of delay rentals or otherwise, and the assignor expressly reserves the right to pool and unitize the overriding royalty interest here conveyed as between the various above described leases or with other leases or lands.

And for the same consideration, the undersigned, E. W. McDOWELL, hereby warrants that he is the owner of the above described leases and that he will warrant and defend the title to the interest here assigned against the claims of all persons whomsoever claiming by, through and under him, but not otherwise.

EXECUTED this 25th day of May, 1953.

E. W. McDowell
E. W. McDowell

THE STATE OF TEXAS,

COUNTY OF BEXAR.

On this 25th day of May, 1953, there appeared before me the aforementioned E. W. McDOWELL, who personally acknowledged to me that he executed the foregoing instrument freely and voluntarily for the uses and purposes therein set out.

WITNESS my hand and official seal this 25th day of May, 1953.

John H. Dittmar
Notary Public, Bexar County, Texas.

My commission expires May 31, 1953.

JOHN H. DITTMAR
Notary Public, Bexar County, Texas

Recorded—June 17, 1953 at 1 p.m.
Georgianna Vaughan, County Clerk

VA 266 PAGE 718

14275

KNOW ALL MEN BY THESE PRESENTS, That A. B. Collier and Kattie I. Collier, husband and wife, of Roseburg, Oregon, in consideration of Six Hundred 00/100 Dollars, to them paid by Roderick J. Nielson, and Ursula Nielson, husband and wife, of Bandon, Coos County, Oregon,

do hereby remise, release and forever QUITCLAIM unto the said Roderick J. Nielson and Ursula Nielson and unto their heirs and assigns all their right, title and interest in and to the following described real property, with the tenements, hereditaments and appurtenances, situated in the County of Coos, State of Oregon, bounded and described as follows, to-wit:

An undivided One-third (1/3) interest in and to the west half (1/2) of the northeast 1/4 and the south 1/2 of the northwest 1/4 of Section 9 in Township 29 South, Range 14 west of the Willamette meridian in Coos County, Oregon.

The grantors herein A. B. Collier and Kattie I. Collier reserve all the minerals, petroleum oil and gas rights in, on and under the above land together with the necessary rights of way over and across said land to erect, construct and build roads, to erect and operate drilling rigs and derricks on above described land; to drill and bore for petroleum oil and gas. Also the necessary rights of way are reserved to build, construct and maintain oil storage tanks to hold and store oil; to lay pipe lines to pipe, carry off, convey and pump from and off from said above described land all petroleum oil and gas that may be discovered and brought in.

Said grantors herein named reserve the right at all times to sell, lease, transfer, sublease and convey the rights herein reserved whenever they deem it to their best interest. In case the operator, operators or lessees of petroleum oil or gas and mineral rights, drill a well or wells, they shall protect the land owner from any property damage or damages in such drilling operations, construction of roads, laying of pipe lines and erecting derricks. Such operations to be carried on in such manner as to cause the least damages, if any, and pay the land owner fair compensation in cash of any damages such

To Have and to Hold the same unto the said Roderick J. Nielson and Ursula Nielson heirs and assigns forever.

Witness our hand and seal this 23rd day of July, 1958

A. B. Collier (SEAL)
Kattie I. Collier (SEAL)

STATE OF OREGON,

County of Douglas } ss. On this 23 day of July, 1958, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named A. B. Collier and Kattie I. Collier,

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 seal the day and year last above written.

Edell Bryant
Notary Public for Oregon.

My commission expires July 27, 1960

NOTARY PUBLIC FOR OREGON
My Commission Expires July 27, 1960

QUITCLAIM DEED (FORM NO. 711)

A. B. Collier
Kattie I. Collier
to
Roderick J. Nielson
Ursula Nielson

STATE OF OREGON,
County of Coos

I certify that the within instrument was received for record on the day of AUG 7 1958 at 9 o'clock A.M. and recorded in book 266 Record of Deeds of said County.

Witness my hand and seal of County of Coos

County Clerk-Recorder

By John Nielson Ursula Nielson

Notary Public

COOS COUNTY CLERK-RECORDER

1574

68-3-26888

KNOW ALL MEN BY THESE PRESENTS, That Norville L. Loftin and Mazie V. Loftin, Husband and Wife, hereinafter called the grantor, in consideration of one hundred Dollars and other valuable considerations to grantor paid by Robert M. Loftin and Doris Loftin, Husband and Wife, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereto belonging or appertaining, situated in the County of Coos and State of Oregon, described as follows, to-wit: A parcel of land in the southern portion of the SE 1/4 NE 1/4 of Section 8, T. 29S., R. 14W. W.M., Coos County, Oregon, described as follows: Beginning at the East 1/4 Section corner of said Section 8, T. 29S., R. 14W., go N00°-18'-W, 838.75 feet, along the Section Line between Sections 8 and 9, T. 29S., R. 14W., to a 3/4" pipe; thence S89°-55'-48"W, 180.04 feet, to a 1/2" pipe; S20°-41'-37"W, 459.81 feet, to a 1/2" pipe; thence N80°-50'-34"W, 498.77 feet to a 3/4" pipe; thence N24°-14'-27"E, 130.79 feet, to a 1/2" pipe; thence N79°-11'-10"W, 587.74 feet, to a 3/4" pipe located on the 1/16" line running North and South through the center of the NE 1/4 of said Section 8; thence S00°-26'-E, 691.70 feet, along said 1/16" line, to a 1 1/2" pipe at the C-E 1/16" corner on the East-West Quarter Section line through the center of Section 8, T. 29S., R. 14W.; thence S88°-54'-48"E, 1258.33 feet, along said Quarter Section line, to the point of beginning; containing 18.56 Acres, more or less;

RESERVING for Grantors, their heirs, successors and assigns, a forty foot wide right of way over the existing access road, for ingress and egress to their northern portion of said SE 1/4 NE 1/4 of Section 8, T. 29S., R. 14W.

To Have and to Hold the above described and granted premises unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

In construing this deed and where the context so requires, the singular includes the plural. WITNESS grantor's hand this 15 day of March, 1968

X Norville L. Loftin
 X Mazie V. Loftin

(ORS 91.495)

STATE OF OREGON, County of Coos ss. 3/15, 1968

personally appeared the above named Norville L. Loftin and Mazie V. Loftin

and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:
Donald R. Murt
 Notary Public for Oregon
 My commission expires 7/15-1970

WARRANTY DEED

Norville L. Loftin and Mazie V. Loftin
 to
Robert M. Loftin and Doris Loftin

AFTER RECORDING RETURN TO

No.

Robt Loftin
Rt 1 Box 4307m
Bandon, Ore
97411

4248-68-3-26888
 State of Oregon
 County of Coos
 I hereby certify that the within instrument was filed for recording on 10 29 AM '68

and recorded in book _____ of _____ County, Oregon, this _____ day of _____, 1968.
 Witness my hand and seal of said County at _____, Coos County, Oregon, this _____ day of _____, 1968.
 By [Signature]
 Return of _____

68-7-29761

E A S E M E N T

THIS INDENTURE, Made this 29th day of June, 1968,
by and between GEORGE W. HAWKINS and SUSIE E. HAWKINS, husband
and wife, GEORGE V. COX and VIOLA COX, husband and wife,
ROBERT H. STOLZ and BARBARA L. STOLZ, husband and wife, and
L. A. WILLETT and IRENE WILLETT, husband and wife,
as Grantors, and ROBERT M. LOFTIN and DORIS M. LOFTIN, husband
and wife as Grantees;

WITNESSETH: That the Grantors, for and in con-
sideration of the sum of Ten Dollars to them in hand paid by
the Grantees, the receipt of which is hereby acknowledged, do
by these presents grant, bargain, sell and convey unto the
Grantees, their heirs and assigns, a perpetual right-of-way
and easement for roadway purposes through, over and across a
roadway as presently located on the following described real
property, to-wit:

The North half of the Northeast quarter of
the Southwest quarter, the South half of
the Northwest quarter and the South half
of the Southeast quarter of the Northeast
quarter, all in Section 8, Township 29
South, Range 14 West of the Willamette
Meridian, in Coos County, Oregon.

for ingress and egress to the lands of the Grantees located in
the Southeast quarter of the Northeast quarter of Section 8,
Township 29 South, Range 14, West of the Willamette Meridian.

The privileges of this easement shall extend to and
bind the parties hereto, their heirs, executors, administrators,
and assigns.

To Have and To Hold the above mentioned and described
rights for the purposes hereinabove described unto the Grantees,
their heirs and assigns forever.

68-7-29762

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first herein written.

George W. Hawkins (SEAL)
Susie Hawkins (SEAL)
George V. Cox (SEAL)
Viola J. Cox (SEAL)
Robert H. Stolz (SEAL)
Barbara L. Stolz (SEAL)
Louis A. Willett (SEAL)
Irene E. Willett (SEAL)
 (Grantors)

STATE OF OREGON, }
County of Coos, } ss.

BE IT REMEMBERED, that on this 29th day of June, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named George W. Hawkins and Susie E. Hawkins, husband and wife, George V. Cox and Viola Cox, husband and wife, Robert H. Stolz and Barbara L. Stolz, husband and wife, and L. A. Willett and Irene Willett, 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 last above written.



[Signature]
Notary Public for Oregon
My Commission Expires: 1-4-1970

RECORDED JUL 1 1968 AT 10:48 AM
FAY F. CRABTREE, COUNTY CLERK

79-1 2724

EASEMENT

THIS INDENTURE, Made this 28th day of February, 1979,
by and between SUSIE E. HAWKINS, G. WARREN HAWKINS, GLENDA
HAWKINS, GEORGE FREDERICK COX, and BARBARA JEAN COX, as
Grantors, and ROBERT M. LOFTIN and DORIS M. LOFTIN, husband
and wife as Grantees;

WITNESSETH: That the Grantors, for and in consideration
of correction of Instrument No. 68-7-29761, recorded July 1,
1958, do by these presents grant, bargain, sell and convey
unto the Grantees, their heirs and assigns, a perpetual right-
of-way and easement for roadway purposes through, over and
across a roadway as presently located on the following
described real property, to-wit:

The N 1/2 of the NE 1/4 of the SW 1/4,
the S 1/2 of the NW 1/4 and the E 1/2
of the SW 1/4 of the NE 1/4, all in
Section 8, Township 29 South, Range 14
West of the Willamette Meridian, Coos
County, Oregon.

for ingress and egress to the lands of the grantors located in
the SE 1/4 of the NE 1/4 of Section 8, Township 29 South,
Range 14 West of the Willamette Meridian, Coos County, Oregon.

The privileges of this easement shall extend to and bind
the parties hereto, their heirs, executors, administrators,
and assigns forever.

79-1 2725

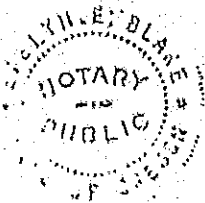
IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first herein written.

Susie E. Hawkins (SEAL)
George Frederick Cox (SEAL)
G. Warren Hawkins (SEAL)
Glenda Hawkins (SEAL)
 (Grantors)

STATE OF OREGON)
County of Coos,) SS.

BE IT REMEMBERED, that on this 27 day of February, 1979, before me, the undersigned, a Notary Public in and for SUSIE E. HAWKINS, G. WARREN HAWKINS, GLENDA HAWKINS, GEORGE FREDERICK COX, BARBARA JEAN COX, who are known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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



Susie E. Blake
Notary Public for Oregon
My Commission Expires: 2-28-80

COOS COUNTY BRANCH
4-2-79

RECORDED MAR 2 1979 AT 905
MARY ANN WILSON, COUNTY CLERK

79-1 2726

EASEMENT

THIS INDENTURE, Made this 23rd day of February, 1979,
by and between ROBERT M. LOFTIN and DORIS M. LOFTIN, husband
and wife as Grantors, and RAY F. HOPPER and DONNA JEAN HOPPER,
husband and wife as Grantees;

WITNESSETH: That the Grantors, for and in consideration
of Ten and No/100 Dollars to them paid, do by these presents
grant, bargain, sell and convey unto the Grantees, their heirs
and assigns, a perpetual right-of-way and easement for roadway
purposes through, over and across a roadway as presently
located on the following described real property, to wit:

The portion of the SE 1/4 of the NE 1/4
of Section 8, Township 29 South, Range 14
West of the Willamette Meridian, Coos
County, Oregon, owned by the Grantors.

To connect with the easement described in
Instrument No. 68-7-29761 and recorded
July 1, 1968 as amended in Instrument No.
79-1-222Y and recorded MARCH
2, 1979.

For ingress and egress to the lands of the Grantees located in
the SE 1/4 of the NE 1/4 of Section 8, Township 29 South,
Range 14 West of the Willamette Meridian, Coos County, Oregon.

The privileges of this easement shall extend to and bind
the parties hereto, their heirs, executors, administrators,
and assigns forever.

79-1 2727

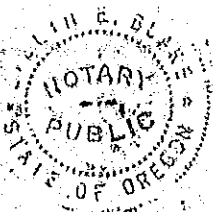
IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first herein written.

[Signature] (SEAL)
Doris M. Loftin (SEAL)
(Grantors)

STATE OF OREGON)
County of Coos,) ss.

BE IT REMEMBERED, that on this 23rd day of February, 1979, before me, the undersigned, a Notary Public in and for ROBERT M. LOFTIN and DORIS M. LOFTIN, husband and wife, who are known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that they executed the same freely voluntarily.

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



William E. Blake
Notary Public for Oregon
My Commission Expires: 2-28-80

RECORDED BY
PIONEER NATIONAL
TITLE INSURANCE
42-102
Coos County Branch

RECORDED MAR 2 1979 AT 9:05
MARY ANN WILSON, COUNTY CLERK

84 5 4724

W.O. 7733

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, for a good and valuable consideration, the receipt thereof acknowledged, do hereby grant unto Coos-Curry Electric Cooperative, Inc., a cooperative corporation, whose post office address is P.O. Box 460, Coquille, Oregon, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Coos, State of Oregon, and more particularly described as follows:

T 29 R 14 S 08 TL 600

Acct. No 12078.02

Ref. No. 68-26888

and to construct, reconstruct, operate and maintain on the above described land and/ or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system.

OVERHEAD SYSTEM : To remove and trim trees and brush to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or danger trees that are tall enough to strike the wire in falling.

UNDERGROUND SYSTEM : To remove and trim trees and brush to the extent necessary in the event maintenance is required.

The undersigned covenant that they are owners of the above described lands and that the said lands are free and clear of encumbrances and liens whatsoever character, except those held by the following persons:

IN WITNESS THEREOF, the undersigned have set their hands and seal this 20th day of June, 1984, signed, sealed and delivered in the presence of:

WITNESSES:

OWNER'S SIGNATURE:

Robert M. Leflin (Et. Vir.)
Doris Leflin (Et. Ux.)

STATE OF OREGON

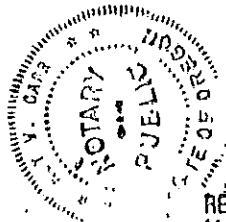
COUNTY of Curry

BE IT REMEMBERED, that on this 20th day of June, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Robert M. & Doris Leflin who are known to me to be the identical persons 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, this day and year last written above.

Dorcas Carr
Notary Public for Oregon

My Commission Expires: 1-18-88



(SEAL)

RECORDED OCT 29 1984 AT 11:16
MARY ANN WILSON, COUNTY CLERK

862778

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that we, RODERICK J. NIELSON and URSULA H. NIELSON, husband and wife, Grantors, in consideration of EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00) hereby grant and convey unto U.N. CRANBERRY CORPORATION, Grantees, all of the following described real property, to-wit:

Southeast 1/4 of the Northwest 1/4, Section 9, Township 29S, Range 14 West, Willamette Meridian, except that part starting at the Northeast corner of said parcel: thence South 150 feet; thence West 100 feet; thence North 150 feet; thence East 100 feet to point of beginning. Also the East 1/3 of the Southwest 1/4 of the Northwest 1/4, Section 9, Township 29S, Range 14 West, Willamette Meridian.

Reserving, however, unto the Grantors the mineral and oil rights and unrestricted right of ingress and egress.

TO HAVE AND TO HOLD the above-described premises unto the Grantees, their heirs and assigns, forever.

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.

Witness our hands this 8th day of January, 1986

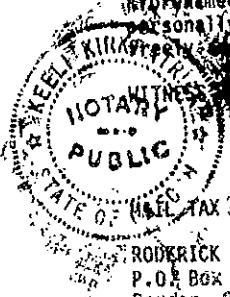
Ursula H. Nielson
Roderick J. Nielson

STATE OF OREGON)
County of Coos) ss

On the 8th day of January, 1986 there appeared before me the informed RODERICK J. NIELSON and URSULA H. NIELSON, husband and wife, who personally acknowledged to me that they executed the foregoing instrument voluntarily for the uses and purposes therein set forth.

and official seal the day and year last above written.

Keeli Kirkpatrick
Notary Public for Oregon
My Commission expires: 3-24-87



USE TAX STATEMENTS TO:
RODERICK AND URSULA NIELSON
P.O. Box 268
Bandon, OR 97411

586
State of Oregon
County of Coos 86-5-2778
I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at
Nov. 25 10 46 AM '86
By *M. Wright* Deputy
#pages 1 Fee \$ 5-7-

93 01 0949

RECORDING # 93010949
I, Mary Ann Wilson,
Coos County Clerk, certify
the within instrument
was filed for record at



QUITCLAIM DEED

2:43 ON 01/27/1993
By J. WILSON Deputy

pages 3 Fee \$ 43.00

Grantor: ROBERT M. LOFTIN AND DORIS LOFTIN, husband and wife

Grantee: Robert M. Loftin and Doris M. Loftin, Trustees of
the ROBERT M. LOFTIN REVOCABLE TRUST created
September ____, 1992 as to 1/2 interest, and Robert
M. Loftin and Doris M. Loftin, Trustees of the
DORIS M. LOFTIN REVOCABLE TRUST created September 22,
1992. as to 1/2 interest.

Person Authorized to receive the instrument after recording, as
required by ORS 205.180(4) and 205.238:

Robert M. Loftin and Doris M. Loftin
Rt. 1, Box 2040
Bandon, Oregon 97411

For instruments conveying or contracting to convey fee title to any
real estate and all memoranda of such instruments, the true and
actual consideration paid for such transfer as required by ORS
93.030:

The true and actual consideration paid for this conveyance
is the mutual covenants and conveyances contained herein,
which are for purposes of estate planning, and consist of
value wholly other than of cash.

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

Robert and Doris Loftin
Rt. 1, Box 2040
Bandon, Oregon 97411

Robert M. Loftin and Doris M. Loftin, husband and wife, Grantors,
release and quitclaim to Robert M. Loftin and Doris M. Loftin,
Trustees of the Robert M. Loftin Revocable Trust, Grantee as to 1/2
interest and to Robert M. Loftin and Doris M. Loftin, Trustees of
the Doris M. Loftin Revocable Trust, Grantee as to 1/2 interest,
all right, title and interest in and to the following described

QUITCLAIM DEED.

-1-

2067

93 01 0949

real property situated in Coos County, Oregon, to wit:

LEGAL DESCRIPTION IS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The true and actual consideration paid for this conveyance is the mutual covenants and conveyances contained herein, which are for purposes of estate planning, and consist of value wholly other than of cash.

Dated this 22nd day September, 1992.

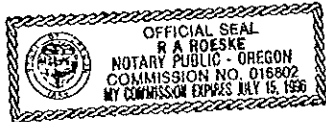
Robert M. Loftin Doris M. Loftin

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OR 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.

STATE OF OREGON,)
) ss. 9-22, 1992
County of Coos)

Personally appeared the above named Robert M. Loftin and Doris M. Loftin and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

Before me: *R.A. Roeske*
Notary Public for Oregon
My commission expires: 7-15-96



QUITCLAIM DEED.

-2-

2068

93 01 0949

EXHIBIT 'A'

LEGAL DESCRIPTION

A parcel of land in the southern portion of the SE 1/4 NE 1/4 of Section 8, T.29S., R. 14W.W.M., Coos County, Oregon, described as follows: Beginning at the East 1/4 Section, corner of said Section 8, Township 29 South, Range 14 West, go N 0 Degrees 18' West, 838.75 feet along the Section Line between Sections 8 and 9, Township 29 South, Range 14 West, to a 3/4" pipe; thence S 89 Degrees 55' 48" West, 180.04 feet, to a 1/2" pipe; thence S 20 Degrees, 44', 37" West 459.81 feet to a 1/2" pipe; thence N 80 Degrees, 50', 34" West 498.77 feet to a 3/4" pipe; thence N 24 Degrees, 14', 27" East 130.79 feet to a 1/2" pipe; thence N 79 Degrees, 11' 10" West 587.74 feet to a 3/4" pipe located on the 1/16th line, to a 1 1/2 pipe at the C-E1/16th C corner on the East-West Quarter Section line through the center of Section 8, Township 29 South, Range 14 West; thence S 88 Degrees, 54', 48', 1358.33 feet, along said Quarter section line to the point of beginning; containing 18.56 Acres, more or less.

RESERVING for prior Grantors, Norville L. Loftin and Mazie V. Loftin, husband and wife, their heirs, successors and assigns, a forty foot wide right of way over the existing access road for ingress and egress to their northern portion of said SE 1/4 of the NE 1/4 of Section 8, Township 29 South, Range 14 West.

QUITCLAIM DEED.

PETERS TO PETERS

-3-

2069

RE-RECORDED
~~93-01-0949~~ 93-04 0316

RECORDING# 93010949
I, Mary Ann Wilson,
Coos County Clerk, certify
the within instrument
was filed for record at



QUITCLAIM DEED

2:43 PM 01/27/1993
By J WILSON Deputy

pages 3 Fee \$ 43.00

Grantor: ROBERT M. LOFTIN AND DORIS LOFTIN, husband and wife

Grantee: Robert M. Loftin and Doris M. Loftin, Trustees of
the ROBERT M. LOFTIN REVOCABLE TRUST created
September ____, 1992 as to 1/2 interest, and Robert
M. Loftin and Doris M. Loftin, Trustees of the
DORIS M. LOFTIN REVOCABLE TRUST created September 22,
1992. as to 1/2 interest.

Person Authorized to receive the instrument after recording, as
required by ORS 205.180(4) and 205.238:

Robert M. Loftin and Doris M. Loftin
Rt. 1, Box 2040
Bandon, Oregon 97411

For instruments conveying or contracting to convey fee title to any
real estate and all memoranda of such instruments, the true and
actual consideration paid for such transfer as required by ORS
93.030:

The true and actual consideration paid for this conveyance
is the mutual covenants and conveyances contained herein,
which are for purposes of estate planning, and consist of
value wholly other than of cash.

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

Robert and Doris Loftin
Rt. 1, Box 2040
Bandon, Oregon 97411

Robert M. Loftin and Doris M. Loftin, husband and wife, Grantors,
release and quitclaim to Robert M. Loftin and Doris M. Loftin,
Trustees of the Robert M. Loftin Revocable Trust, Grantee as to 1/2
interest and to Robert M. Loftin and Doris M. Loftin, Trustees of
the Doris M. Loftin Revocable Trust, Grantee as to 1/2 interest,
all right, title and interest in and to the following described

QUITCLAIM DEED.

-1-

Re-record to correct legal description

689

real property situated in Coos County, Oregon, to wit:

LEGAL DESCRIPTION IS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The true and actual consideration paid for this conveyance is the mutual covenants and conveyances contained herein, which are for purposes of estate planning, and consist of value wholly other than of cash.

Dated this 22nd day September, 1992.

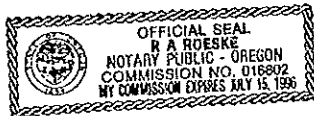
Robert M. Loftin Doris M. Loftin

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.

STATE OF OREGON,)
) ss. 9-22, 1992
County of Coos)

Personally appeared the above named Robert M. Loftin and Doris M. Loftin and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

Before me: *R.A. Roeske*
Notary Public for Oregon
My commission expires: 7-15-96



QUITCLAIM DEED.

690

93 04 0316

RE-RECORDED

EXHIBIT 'A'
LEGAL DESCRIPTION

A parcel of land in the southern portion of the SE 1/4 NE 1/4 of Section 8, T.29S., R.14 W.W.M., Coos County, Oregon, described as follows: Beginning at the East 1/4 Section corner of said Section 8, T. 29S., R.14W., go N00°-18'-W, 838.75 feet, along the Section Line between Sections 8 and 9, T.29S., R.14W., to a 3/4" pipe; thence S89°-55'-48"W, 180.04 feet, to a 1/2" pipe; S20°-44'-37"W, 459.81 feet, to a 1/2" pipe; thence N80°-50'-34"W, 498.77 feet to a 3/4" pipe; thence N24°-14'-27"E, 130.79 feet, to a 1/2" pipe; thence N79°-11'-10"W, 587.74 feet, to a 3/4" pipe located on the 1/16th line running North and South through the center of the NE1/4 of said Section 8; thence S00°-26'-E, 691.70 feet, along said 16th line, to a 1 1/2" pipe at the C-E1/16th-C corner on the East-West Quarter Section line through the center of Section 8, T.29S., R.14W.; thence S88°-54'-48"E, 1358.33 feet, along said Quarter Section line, to the point of beginning; containing 18.56 Acres, more or less:
RESERVING for Grantors, their heirs, successors and assigns, a forty foot wide right of way over the existing access road, for ingress and egress to their northern portion of said SE1/4 NE1/4 of Section 8, T.29S., R14W.

RE-RECORDED

QUITCLAIM DEED.

LOFTIN TO LOFTIN

-3-

RECORDING # 93040316

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



12:07 ON 04/08/1993
By H. BRIGHT Deputy

pages 3 Fee \$ 15.00

691

93 04 1247

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 19 day of April, 1993, by and between Robert M. Loftin and Doris Loftin hereinafter called the first party, and Gary T. Gant and Karen Gant hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Coos County, State of Oregon, to-wit:

SE 1/4 of NE 1/4 of Section 8 Township 29S Range 14 WWM

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

An easement and right to construct a automobile runway along the south line of first parties property to the southwest corner of the second parties property. The runway will be constructed from existing roadway ending 600 feet from first parties southwest corner.

(Insert here a full description of the nature and type of the easement granted to the second party.)

AGREEMENT FOR EASEMENT

BETWEEN

Robert M. Loftin and Doris Loftin

AND

Gary T. Gant and Karen Gant

After recording return to (Name, Address, Zip)

Gary T. Gant

P.O. Box 113

Bandon, OR 97411



RECORDING # 93041247

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

10:19 AM ON 04/28/1993

By H. BRIGHT Deputy

pages 2 Fee \$ 38.00

STATE OF OREGON, County of Coos ss.

I certify that the within instrument was received for record on the 19 day of April, 1993, at 10:19 o'clock AM, and recorded in book/leaf/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of of said county.

Witness my hand and seal of Coos County affixed.

By H. BRIGHT Deputy

2522

93 04 1247

The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of Perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows: From SW Corner of SE 1/4 of NE 1/4 of Section 8 Township 29S Range 14 WWM - To - SE Corner of SE 1/4 of NE 1/4 of Section 8 Township 29S Range 14 WWM.

and second party's right of way shall be parallel with the center line and not more than 15 feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): [] the first party; [x] the second party; [] both parties, share and share alike; [] both parties, with the first party being responsible for 0% and the second party being responsible for 100%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

Robert M. Laffie
Doris Loftin

Gary T. Gant
Karen Gant

STATE OF OREGON, County of Coos
OFFICIAL SEAL
MARCY PAYTRIDGE
NOTARY PUBLIC - OREGON
COMMISSION NO. 005452
MY COMMISSION EXPIRES MAR. 24, 1995

STATE OF OREGON, County of Coos
OFFICIAL SEAL
MARCY PAYTRIDGE
NOTARY PUBLIC - OREGON
COMMISSION NO. 005452
MY COMMISSION EXPIRES MAR. 24, 1995

This instrument was acknowledged before me on April 17, 1993, by Robert M. Laffie and Doris Loftin

This instrument was acknowledged before me on April 19, 1993, by Gary T. Gant and Karen Gant

Marcy Paytridge
Notary Public for Oregon
My commission expires 3-24-95

Marcy Paytridge
Notary Public for Oregon
My commission expires 3-24-95

2523

(Space reserved for recording number)

94 10 0529

Check Order No. 942095

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, for a good and valuable consideration, receipt thereof acknowledged, do hereby grant unto COOS-CURRY ELECTRIC COOPERATIVE, INC., a cooperative corporation whose post office address is P.O.B. 1268, Port Orford, Oregon, and to its successors or assigns, the right to enter upon the land of the undersigned, situated in the County of Coos, State of Oregon, as described in the official County Records at

Instrument No. _____, being located in Township 29 South, Range 14 West, Section 9, and more particularly described as follows:

The West one-third of the South Half of the Northwest Quarter (W 1/3 S 1/2 NW 1/4) of Section 9, Township 29 South, Range 14 West of the Willamette Meridian, Coos County Oregon. Tax Lot 1400.

and to construct, reconstruct, operate and maintain on the above described land and/or upon all streets, roads or highways abutting said land, an electric transmission or distribution line or system.

OVERHEAD SYSTEM:

To remove and trim trees and brush within 20 feet of electric facilities and to remove all dead, weak, leaning and other dangerous trees beyond that distance which are tall enough to strike the facilities in falling. Also, to require that no fence or structure be constructed within 10 feet of the base of any pole.

UNDERGROUND SYSTEM:

To remove and trim trees and brush within 10 feet of electric facilities and to require that no structure, foundation, pad driveway and the like be constructed over the facilities. Also, no fence located closer than 5 feet from the centerline of the facility.

Owners covenant that they, their heirs, successors & assigns shall not site fences or structures upon this right-of-way that attach to or interfere with access to the electric facilities or violate the clearance provisions of the then current edition of the National Electrical Safety Code. Further, the undersigned covenant they are owners of the above described lands and that said lands are free and clear of all encumbrances and liens whatsoever character, except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands this 19 day of April, 1994.

OWNER SIGNATURE(S):

Gary J. Gant
Gary J. Gant

STATE OF OREGON

County of Coos

BE IT REMEMBERED on this 19 day of April

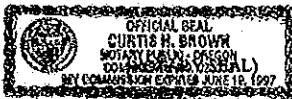
1994, personally appeared the within named Gary J. Gant

T. Gant and acknowledged to me that he executed the foregoing freely and voluntarily.

Curtis H. Brown
Notary Public for Oregon

My Commission Expires: 19 June 1997

1092
Return To:
Coos Curry Electric Cooperative, Inc.
P.O. Box 1268, Port Orford, OR 97463
Comm # 023375



County Label - DO NOT WRITE IN THIS SPACE!



RECORDING # 94100529
I, Mary Ann Wissett,
Coos County Clerk, certify
the within instrument
was filed for record at
11:52 AM 10/14/1994
By J. WILSON Deputy
Oregon 1 Fee \$ 13.00

AFTER RECORDING:
RETURN TO KEY TITLE & SURVOW
RAY F. HOPPER
P.O. BOX 2061
BANDON OR 97411

95 03 0017

EASEMENT AGREEMENT

ACCOM

THIS AGREEMENT is entered into this 9 day of December, 1994, between RAY F. HOPPER and DONNA J. HOPPER, husband and wife, (hereafter referred to as HOPPER); ROBERT M. LOFTIN and DORIS M. LOFTIN, Trustees of The Robert M. Loftin Revocable Trust DTD 8/____/92, and of The Doris M. Loftin Revocable Trust DTD 9/22/92 (hereafter referred to as LOFTIN); E. A. GANT, trustee of the Elmer and Grace Gant Loving Trust DTD 2/8/90, and GARY T. GANT and KAREN E. GANT (hereafter referred to collectively as GANT) and THOMAS C. GANT and STEVEN D. GANT, trustees of the Tom and Marian Gant Loving Trust DTD 2/1/80 (hereafter referred to as the GANT TRUST).

RECITALS

A. HOPPER is the owner of that real property described on Exhibit "A" attached hereto and incorporated herein. GANT is the owner of that real property described on Exhibit "B" attached hereto and incorporated herein. GANT TRUST is the owner of that real property described on Exhibit "C" attached hereto and incorporated herein. LOFTIN is the owner of that real property described on Exhibit "D" attached hereto and incorporated herein.

B. The parties to this agreement intend to create permanent, mutual and reciprocal easements for use by them for the use and conveyance of water to their respective properties. Such easements shall be appurtenant to and shall benefit all of the property described in Exhibits "A", "B", "C" and "D".

The parties therefore agree as follows:

AGREEMENTS

1. **Grant of Pipeline and Roadway Easement.** GANT grants and conveys to HOPPER and LOFTIN a permanent, nonexclusive easement on, over and across the property described in Exhibit "B", commencing at a point in Johnson Creek in the northeast corner of said property which point is the authorized point of diversion of HOPPER'S and LOFTIN'S water rights identified in the Special Transfer Order of the Oregon Water Resources Department, entered in the official records of said Department in Vol. 48, Pages 308, 310 and 316; thence proceeding in a westerly direction from said creek along an existing seasonal road to and along the northern edge of the existing cranberry bogs of GANT; thence continuing in a westerly direction to the property boundary between HOPPER and GANT. GANT also grants to HOPPER and LOFTIN the right to construct and maintain a diversion works in Johnson Creek to enable HOPPER and LOFTIN to divert their water right entitlement from the creek. This easement shall be appurtenant to and benefit the properties described in Exhibits "A" and "D".

95 03 0617

This pipeline easement shall be ten (10) feet in width and shall be for the purpose of constructing and maintaining water works and a buried water pipeline, and for purrning water from Johnson Creek in a westerly direction across the GANT property to the HOPPER and LOFTIN properties. Use of the easement shall be on a regular, continuous, nonexclusive basis benefitting the parties, their successors and assigns, except that the use of the existing seasonal road by HOPPER and LOFTIN and their successors and assigns shall be limited for purposes of constructing, maintaining and regulating the use of the water works and pipeline. The diversion and conveyance of water from Johnson Creek shall be subject to the water laws and regulations of the State of Oregon.

HOPPER grants and conveys to LOFTIN a permanent, nonexclusive easement on, over and across the property described in Exhibit "A" along the entire westerly boundary thereof, or in such other location as may be agreed upon between these two parties, for the purpose of constructing and maintaining a pipeline or other conveyance for the delivery of water to the property of LOFTIN described in Exhibit "D". This easement shall be ten (10) feet in width and shall be appurtenant to and benefit the property described in Exhibit "D".

2. **Grant of Reservoir Easement.** GANT has a reservoir in the northwest corner of his property described in Exhibit "B", in a draw which is fed by an unnamed stream. Said draw emanates from the HOPPER property described in Exhibit "A", on which there are also two reservoirs within the same draw. HOPPER grants and conveys to GANT a permanent, nonexclusive easement to store water within GANT'S reservoir within the draw and on the property of HOPPER described in Exhibit "A" up to an elevation which does not exceed the elevation of the base of the dam of the first reservoir on the HOPPER property upstream of the GANT reservoir.

The purpose of this easement is to allow GANT to flood the property of HOPPER with the pool of GANT'S reservoir within the natural draw above GANT'S reservoir but not to create a hazard by backing water upon the face of HOPPER'S dam above the pool. Use of the easement shall be on a regular, continuous, nonexclusive basis benefitting the parties, their successors and assigns. The storage and release of water from the GANT reservoir shall be subject to the water laws and regulations of the State of Oregon.

3. **Grant of Pipeline Easement.** HOPPER grants and conveys to the GANT TRUST and to GANT a permanent, nonexclusive easement on, over and across the property of HOPPER described in Exhibit "A", commencing either (1) at the northwest corner of the HOPPER property and thence along the northerly boundary of the HOPPER property, north of the existing northern most cranberry bog, in an easterly direction to the GANT property described in Exhibit "B", or (2) at a point on the west boundary of the HOPPER property immediately south of the northern most cranberry bog, thence in an easterly direction along the south side of the northern

95 03 0617

most cranberry bog to the GANT property described in Exhibit "B".

This easement shall be ten (10) feet in width and shall be for the purpose of constructing and maintaining a water pipeline and for conveying water from the property of the GANT TRUST described in Exhibit "C" to the GANT property described in Exhibit "B". Use of the easement shall be on a regular, continuous, nonexclusive basis benefitting the parties, their successors and assigns. The diversion and conveyance of water hereunder shall be subject to the water laws and regulations of the State of Oregon.

The GANT TRUST and GANT agree that in the construction of the pipeline pursuant to this easement that they will install a turnout in the pipeline on the HOPPER property at a location to be designated by HOPPER. This turnout shall be for the possible use of water by HOPPER and/or LOFTIN from said pipeline should there be a future agreement between the parties, or their successors in interest, for the conveyance and use of water. The diversion and conveyance of water hereunder shall be subject to the water laws and regulations of the State of Oregon.

4. **Construction Within Easements.** HOPPER and LOFTIN shall be entitled to construct and maintain a diversion works within Johnson Creek, as may be authorized and directed by the State of Oregon, at HOPPER'S and LOFTIN'S authorized point of diversion, and shall be entitled to place and maintain a pump and pipeline and related water works within the easement granted to HOPPER and LOFTIN. GANT and the GANT TRUST shall be entitled to place and maintain a pipeline and related water works within the easement granted them by HOPPER. Construction and maintenance by the parties within their respective easements shall be at the sole cost of the party benefitting therefrom and shall be accomplished with as little disruption as practicable to the operations of the party not benefitting directly therefrom. HOPPER and LOFTIN agree to place their pipeline under the pipeline of GANT where the two lines cross on the northern edge of the GANT cranberry bogs.

5. **Additional Power Easement.** GANT agrees to grant to HOPPER and LOFTIN, or their designees, such reasonable, additional permanent, appurtenant easements across the GANT property for installing, repairing and maintaining an electrical line to the pump of HOPPER and LOFTIN. It is understood that there is an existing power pole in the northwest corner of the GANT property from which such electrical line would be extended. The cost of installation, repair and maintenance shall be borne by HOPPER and LOFTIN, unless GANT shall also use such easement for similar purposes. If GANT also uses the lines or facilities installed within such easement, the parties shall jointly share such costs based upon their proportionate lineal footage of the line or lines used. Any such power line as extended and constructed shall, so far as practicable, be buried in the ground.

6. Maintenance of Easements. The portions of the easements created in this agreement which are shared by the parties shall be maintained equally by them. Any easement, or portion thereof, which is used solely by one of the parties shall be maintained by that party. In the event damage is caused by a party, or a party's agents or employees, to the other party's easement, including the improvements placed therein, the party causing the damage shall be responsible to repair such damage in a timely manner.

7. Mutual Release. Each of the parties, for themselves, their respective heirs, personal representatives, administrators and assigns, releases and discharges the other party, and the other party's agents and employees, from all liability for any and all claims, demands, losses or damages on account of any injury, death, or damage to property, arising out of the injured party's use of the easement or easements on the other party's property.

8. Breach of Obligations. If any party shall fail to perform its obligations under this agreement, the other party or parties shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law.

9. Attorney Fees. In the event of any litigation arising under this agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees in arbitration, at trial or on appeal as determined by the arbitrator, trial or appellate court.

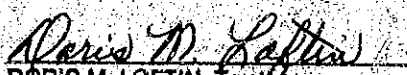
10. Effect of the Agreement. The easements granted hereunder shall run with the land as to all property burdened and benefited by such easements, including any division or partition of such property. The rights, covenants and obligations contained in this agreement shall bind, burden and benefit each party's successors and assigns, lessees, mortgagees (or beneficiaries under a deed of trust).


RAY F. HOPPER

(deceased)

DONNA J. HOPPER


ROBERT M. LOFTIN, Trustee


DORIS M. LOFTIN, Trustee

234

95 03 0617

E.A. GANT
E.A. GANT, Trustee of the Elmer and
Grace Gant Loving Trust DTD 2/9/90

GARY T. GANT
GARY T. GANT

KAREN E. GANT
KAREN E. GANT

STEVEN D. GANT
STEVEN D. GANT

THOMAS C. GANT, Trustee
THOMAS C. GANT, Trustee of the Tom
and Marian Gant Loving Trust DTD 2/9/90

MARIAN D. GANT, Trustee
MARIAN D. GANT, Trustee of the Tom
and Marian Gant Loving Trust DTD 2/9/90

STATE OF OREGON)
County of COOS) ss.

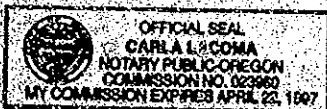
The foregoing instrument was acknowledged before me this 14th day of
March, 1994, by RAY F. HOPPE and DORIS M. HOPPE.



Krys A. Sypher
Notary Public for Oregon
My Commission Expires: 12/4/95

STATE OF OREGON)
County of COOS) ss.

The foregoing instrument was acknowledged before me this 9th day of
December, 1994, by ROBERT M. LOFTIN and DORIS M. LOFTIN.



Carla L. Coma
Notary Public for Oregon
My Commission Expires: _____

05 03 0617

STATE OF OREGON)
County of Cook) ss.

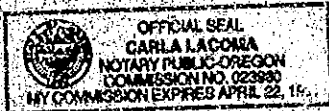
The foregoing instrument was acknowledged before me this 9th day of December, 1994, by E.A. GANT.



[Signature]
Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
County of Cook) ss.

The foregoing instrument was acknowledged before me this 9th day of December, 1994, by GARY T. GANT and KAREN E. GANT.



[Signature]
Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
County of Cook) ss.

The foregoing instrument was acknowledged before me this 9th day of December, 1994, by THOMAS C. GANT and MARIAN D. GANT.



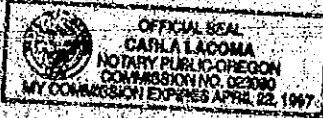
[Signature]
Notary Public for Oregon
My Commission Expires: _____

291

95 03 0617

STATE OF OREGON)
County of COOS) ss.

The foregoing instrument was acknowledged before me this 9th day of
December, 1994, by STEVEN D. GANT.





Notary Public for Oregon
My Commission Expires: _____

05 03 0617

The SE 1/4 of NE 1/4 of Section 8, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, except that portion conveyed to Robert H. Loftin et ux in instrument bearing Microfilm Reel No. 26888, Records of Coos County, Oregon; described as follows:

A parcel of land in the Southern portion of the SE 1/4 of the NE 1/4 of Section 8, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; described as follows:

Beginning at the East quarter section corner of said Section 8, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; go North 00° 18' West, 838.75 feet, along the Section line between Sections 8 and 9, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; to a 3/4 inch pipe; thence South 89° 55' 48" West, 180.04 feet, to a 1/2 inch pipe; thence South 20° 44' 37" West, 459.81 feet, to a 1/2 inch pipe; thence North 80° 50' 34" West, 498.77 feet to a 3/4 inch pipe; thence North 24° 14' 27" East, 130.79 feet, to a 1/2 inch pipe; thence North 79° 11' 10" West, 587.74 feet, to a 3/4 inch pipe located on the 1/16th line running North and South through the center of the NE 1/4 of said Section 8; thence South 00° 26' East, 691.70 feet, along said 1/16th line, to a 1 1/2 inch pipe at the C-E 1/16th C corner on the East-West quarter section line through the center of Section 8, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South 88° 54' 48" East, 1358.33 feet, along said quarter section line, to the point of beginning.-----

EXHIBIT No. A

1293

05 03 0617

The West one-third of the South Half of the Northwest Quarter (W 1/3 S 1/2 NW 1/4) of Section 9 Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon. Together with an easement for the right to construct an automobile runway, recorded April 25, 1993, Microfilm Reel No. 93-04-1247, Records of Coos County, Oregon.

EXCISING AND RESERVING all minerals, as reserved in Deed by A.B. Coiler, recorded August 7, 1959 in Vol. 265, Page 718, Records of Coos County, Oregon.

EXHIBIT No. 6

1291

05 03 0617

The SW 1/4 of the SW 1/4 of Section 8, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

Beginning at a 1 inch pipe located on the East-West 1/16 line through the center of the NW 1/4 of Section 8, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said pipe being located 27.18 feet South and 1080.52 feet East of the North 1/16 corner on the section line between Sections 7 and 8; thence South 05 degrees 55 1/2 minutes West 207.19 feet to a 1 inch pipe; thence East 97.11 feet to a 1 inch pipe; thence North 55 degrees 52 minutes East 330.16 feet to a 1 inch pipe; thence North 39 degrees 47 minutes East 89.52 feet to a 1 inch pipe located on the said 1/16 line running East and West through the NW 1/4 of said Section 8; thence North 88 degrees 33 1/2 minutes West 323.62 feet along said 1/16 line through the NW 1/4 of said Section 8 to the point of beginning.

Beginning at a 1 inch pipe located on the East-West 1/16 line through the center of the NW 1/4 of Section 8, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said pipe being located 36.55 feet South and 1453.35 feet East of the North 1/16 corner on the section line between Sections 7 and 8; thence South 56 degrees 45 minutes East 80.39 feet to a 1 inch pipe; thence North 87 degrees 48 minutes East 51.99 feet to a 1 inch pipe; thence North 56 degrees 39 minutes East 68.49 feet to a 2 1/2 inch pipe located on the said 1/16 line running East and West through the NW 1/4 of Section 8; thence North 88 degrees 33 1/2 minutes West 176.45 feet along the said 1/16 line through the NW 1/4 of Section 8 to the point of beginning.

The N 1/2 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 8, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon. EXCEPT THE FOLLOWING: A parcel of land lying in the N 1/2 of Section 8, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at a 1 1/2 inch pipe located on the East-West 1/16 line through the NW 1/4 of said Section 8, said pipe being located 61.94 feet South and 2462.30 feet East of the North 1/16 corner on the section line between Sections 7 and 8; thence North 38 degrees 20 minutes East 192.32 feet to a 3/4 inch pipe; thence East 138.31 feet to a 2 inch pipe; thence South 50 degrees 41 minutes East 160.82 feet to a 3/4 inch pipe located on the said 1/16 line running East and West through the NW 1/4 of said Section 8; thence North 88 degrees 33 1/2 minutes West 287.87 feet along the said 1/16 line through the NW 1/4 of said Section 8 to the point of beginning. Also an easement for ingress and egress recorded April 29, 1969, bearing Microfilm Reel No. 69-4-38148, Records of Coos County, Oregon.

EXHIBIT No. C

1295

05 03 0817

LEGAL DESCRIPTION

A parcel of land in the southern portion of the SE 1/4 NE 1/4 of Section 8, T.29S., R.14W., Coos County, Oregon, described as follows: Beginning at the East 1/4 Section corner of said Section 8, T. 29S., R.14W., go N08°-18'-W, 836.75 feet, along the Section Line between Sections 8 and 9, T.29S., R.14W., to a 3/4" pipe; thence S88°-53'-48"W, 180.94 feet, to a 1/2" pipe; S20°-44'-37"W, 459.61 feet, to a 1/2" pipe; thence N80°-50'-38"W, 498.77 feet to a 3/4" pipe; thence N24°-14'-27"E, 130.75 feet, to a 1/2" pipe; thence N79°-11'-10"W, 587.74 feet, to a 3/4" pipe located on the 1/16th line running North and South through the center of the NE1/4 of said Section 8; thence S00°-26'-E, 691.70 feet, along said 1/16th line, to a 1 1/2" pipe at the C-E1/16th-C corner on the East-West Quarter Section line through the center of Section 8, T.29S., R.14W.; thence S86°-54'-48"E, 1356.33 feet, along said Quarter Section line, to the point of beginning; containing 18.56 Acres, more or less;

RESERVED for Grantors, their heirs, successors and assigns, a forty foot wide right of way over the existing access road, for ingress and egress to their northern portion of said SE1/4 NE1/4 of Section 8, T.29S., R14W.

RECORDING # 95030617

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



ON 03/16/1995
H. WILSON

Deputy

pages 11

Fee \$ 83.00

EXHIBIT No. D

Work Order No. 952073

RIGHT-OF-WAY EASEMENT 95 08 0042

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, for a good and valuable consideration, receipt thereof acknowledged, do hereby grant unto COOS-CURRY ELECTRIC COOPERATIVE, INC., a cooperative corporation whose post office address is P.O.B. 1268, Port Orford, Oregon, and to its successors or assigns, the right to enter upon the land of the undersigned, situated in the County of Coos, State of Oregon, as described in the official County Records at

Instrument No. _____, being located in Township 29 South, Range 14 West, Section 9, and more particularly described as follows:

The West one-third of the South half of the Northwest Quarter (W 1/3 S 1/2 NW 1/4) of Section 9, Township 29 South, Range 14 West of the Willamette Meridian, Coos County Oregon. Tax Lot 1400.

and to construct, reconstruct, operate and maintain on the above described land and/or upon all streets, roads or highways abutting said land, an electric transmission or distribution line or system.

OVERHEAD SYSTEM:

To remove and trim trees and brush within 20 feet of electric facilities and to remove all dead, weak, leaning and other dangerous trees beyond that distance which are tall enough to strike the facilities in falling. Also, to require that no fence or structure be constructed within 10 feet of the base of any pole.

UNDERGROUND SYSTEM:

To remove and trim trees and brush within 10 feet of electric facilities and to require that no structure, foundation, pad driveway and the like be constructed over the facilities. Also, no fence located closer than 5 feet from the centerline of the facility.

Covenants covenant that they, their heirs, successors & assigns shall not site fences or structures upon this right-of-way that attach to or interfere with access to the electric facilities or violate the clearance provisions of the then current edition of the National Electrical Safety Code. Further, the undersigned covenant they are owners of the above described lands and that said lands are free and clear of all encumbrances and liens whatsoever character, except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands this 16 day of May, 1995.

OWNER SIGNATURE(S):

Gary F. Gant
Gary F. Gant

STATE OF OREGON

County of Coos

BE IT REMEMBERED on this 16 day of May, 1995, personally appeared the within named _____

Gary F. Gant and acknowledged to me that he executed the foregoing freely and voluntarily.

Marcy Ketchum
Notary Public for Oregon

My Commission Expires: 3-24-99




(NOTARY SEAL)

106

Return To:
Coos Curry Electric Cooperative, Inc.
P.O. Box 1268, Port Orford, OR 97465

County Label - DO NOT WRITE IN THIS SPACE!

RECORDING # 95080042



I, Mary Ann Wilson,
Coos County Clerk, certify
that this instrument
was filed for record at

3:31 ON 08/01/1995
By H. WILSON Deputy

1 page
\$ 13.00 Fee

RECEIVED

NOV 30 1999

WATER RESOURCES DEPT.
SALEM, OREGON

STATE OF OREGON WELL OWNERSHIP INFORMATION FORM
(FILE WITH COUNTY CLERK'S OFFICE)

Pursuant to ORS 537.788, owners of property on which a well is located shall, within 60 days following the construction and/or alteration of a new well or upon property transfer, record the following information in the property deed records at the appropriate County Clerks Office. Either the deed recording number or legal description of the property may be used to identify the property.

Return To: _____
Property Owner Name(s): GARY + KAREN GANT
Mailing Address: P.O. Box 113 Bandon OR 97411
Deed Recording Number (or legal description): 93-10-0716
Well Identification Number(s): L33570

Rights and Responsibilities: Oregon law finds that ownership and the rights to reasonable control of water within this state belongs to the public to be managed by the Water Resources Department. Most uses of water require a water right issued by the Water Resources Department. However, state law allows some uses of groundwater without benefit of a water right. Contact the Department for more information. The Water Resources Department cannot guarantee the presence of water in the desired amount on a specific property.

In addition to the above, owners of properties on which a well is located are responsible for maintaining that well in a proper manner. Some basic requirements are listed below:

1. All wells shall be maintained in a condition where they are not a threat to public health or safety, a source of contamination, or a waste of the groundwater resource.
2. All wells shall be securely covered to prevent any foreign substance from entering the well.
3. All wells shall be equipped with an access port or airline so that static water level information can be determined at any time.
4. Well casing must be protected from damage and meet minimum extension requirements.
5. Wells may only be permanently abandoned by a licensed and bonded well constructor or a landowner with a valid permit and bond. Well abandonment must be carried out in accordance with state rules.

If you would like further information about water rights, maintaining / abandoning your well, or wish to receive a copy of the administrative rules concerning well construction, please contact the Oregon Water Resources Department by phone at (503) 378-8455, or by mail at 158 12th Street NE, Salem, OR 97310.

I have read the above describing my basic rights and responsibilities related to well ownership.

Signature of Property Owner: [Signature]

Signed or attested before me this 23rd day of November, 19 97

by GARY GANT State of Oregon, County of COOS
(Name(s) of Person(s))

[Signature] My Commission Expires: 9-10-2002
(Signature of Notary Public)

(Notary - Please Place Seal Here)



Recording Office Use Only
After Recording return to Property Owner(s)

12/13/1999 11:35 REC FEE: \$13.00
COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

PAGE #: 0001 OF 0001
INST#: 1999 15418 **

1999 15418 0001 0000 0000

RECEIVED

NOV 30 1999

WATER RESOURCES DEPT.
SALEM, OREGON

STATE OF OREGON WELL OWNERSHIP INFORMATION FORM
(FILE WITH COUNTY CLERK'S OFFICE)

Pursuant to ORS 537.788, owners of property on which a well is located shall, within 60 days following the construction and/or alteration of a new well or upon property transfer, record the following information in the property deed records at the appropriate County Clerks Office. Either the deed recording number or legal description of the property may be used to identify the property.

Returns:
Property Owner Name(s): Gary + Karen Gant
Mailing Address: P.O. Box 113, Bandon, OR 97411
Deed Recording Number (or legal description): 93-10-0716
Well Identification Number(s): L33571

Rights and Responsibilities: Oregon law finds that ownership and the rights to reasonable control of water within this state belongs to the public to be managed by the Water Resources Department. Most uses of water require a water right issued by the Water Resources Department. However, state law allows some uses of groundwater without benefit of a water right. Contact the Department for more information. The Water Resources Department cannot guarantee the presence of water in the desired amount on a specific property. In addition to the above, owners of properties on which a well is located are responsible for maintaining that well in a proper manner. Some basic requirements are listed below:

1. All wells shall be maintained in a condition where they are not a threat to public health or safety, a source of contamination, or a waste of the groundwater resource.
2. All wells shall be securely covered to prevent any foreign substance from entering the well.
3. All wells shall be equipped with an access port or airline so that static water level information can be determined at any time.
4. Well casing must be protected from damage and meet minimum extension requirements.
5. Wells may only be permanently abandoned by a licensed and bonded well constructor or a landowner with a valid permit and bond. Well abandonment must be carried out in accordance with state rules.

If you would like further information about water rights, maintaining / abandoning your well, or wish to receive a copy of the administrative rules concerning well construction, please contact the Oregon Water Resources Department by phone at (503) 378-8455, or by mail at 158 12th Street NE, Salem, OR 97310.

I have read the above describing my basic rights and responsibilities related to well ownership:

Signature of Property Owner: [Signature]
Signed or attested before me this 23rd day of November, 1999,

by GARY GANT State of Oregon, County of COOS
(Name(s) of Person(s))

[Signature] My Commission Expires: 9-10-2002
(Signature of Notary Public)

(Notary - Please Place Seal Here)



Recording Office Use Only
After Recording return to Property Owner(s)

12/13/1999 11:36 REC FEE: \$13.00
COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

PAGE #: 0001 OF 0001
INST#: 1999 15419 **

RECORDATION REQUESTED BY:
Sterling Savings Bank
Coos Bay Commercial Banking Center
212 S 5th St
Coos Bay, OR 97420

WHEN RECORDED MAIL TO:
Sterling Savings Bank
Loan Support
PO Box 2131
Spokane, WA 99210

SEND TAX NOTICES TO:
GANT FAMILY FARMS
PO BOX 113
BANDON, OR 97411

RECORDED BY
FIRST AMERICAN TITLE

1350581V2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated May 18, 2009, among GANT FAMILY FARMS, an Oregon General Partnership ("Grantor"); Sterling Savings Bank, whose address is Coos Bay Commercial Banking Center, 212 S 5th St, Coos Bay, OR 97420 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and BRAD WILLIAMS C/O UPF Washington Incorporated, whose address is 910 WEST BOONE AVE, SPOKANE, WA 99201 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Note dated May 18, 2009, in the original principal amount of \$320,000.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in COOS County, State of Oregon:

See the exhibit or other description document which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 88551 CIRCLE CITY LANE, BANDON, OR 97411. The Real Property tax identification number is 12078.02 & 12078.92.

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

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

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 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.

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

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

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

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

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

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed,

COOS COUNTY CLERK, OREGON TOTAL \$56.00
TERRI L. TURI, CCC, COUNTY CLERK

05/21/2009 #2009-4777
03:14PM 1 OF 7

permit such participation.

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

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

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

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

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

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

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

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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

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

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

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

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

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

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

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

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

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

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

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

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

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

DEED OF TRUST
(Continued)

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

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

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

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

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

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

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

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

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

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

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

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

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

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, attorney's fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

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

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

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

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

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

COOS COUNTY CLERK, OREGON TOTAL \$56.00
TERRI L. TURI, CCC, COUNTY CLERK

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at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

FRAUDS DISCLOSURE. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower. The word "Borrower" means GANT FAMILY FARMS and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

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

Grantor. The word "Grantor" means GANT FAMILY FARMS.

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

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

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

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

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

Note. The word "Note" means the promissory note dated May 18, 2009, in the original principal amount of \$320,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is May 15, 2019.

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

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

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

COOS COUNTY CLERK, OREGON TOTAL \$56.00
TERRI L. TURI, CCC, COUNTY CLERK

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DEED OF TRUST
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Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

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

Trustees. The word "Trustee" means BRAD WILLIAMS C/O UPF Washington Incorporated, whose address is 910 WEST BOONE AVE, SPOKANE, WA 99201 and any substitute or successor trustees.

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

GRANTOR:

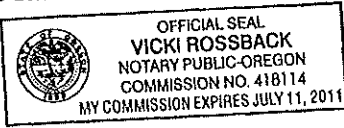
GANT FAMILY FARMS

By: Steven D. Gant
STEVEN D GANT

By: Gary T. Gant
GARY T GANT

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OR)
COUNTY OF Coos)



On this 20 day of May, 2009, before me, the undersigned Notary Public, personally appeared STEVEN D GANT, Partner of GANT FAMILY FARMS, and known to me to be a partner or designated agent of the partnership that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the partnership.

By Dick Kerox Residing at Coos Bay
Notary Public in and for the State of OR My commission expires 7/11/11

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OR)
COUNTY OF Coos)



On this 20 day of May, 2009, before me, the undersigned Notary Public, personally appeared GARY T GANT, Partner of GANT FAMILY FARMS, and known to me to be a partner or designated agent of the partnership that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the partnership.

By Dick Kerox Residing at Coos Bay
Notary Public in and for the State of OR My commission expires 7/11/11

REQUEST FOR FULL RECONVEYANCE

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

To: _____, Trustee

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

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

EXHIBIT A

A parcel of land in the Southern portion of the Southeast quarter of the Northeast quarter of Section 8, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at the East quarter section corner of said Section 8, Township 29 South, Range 14 West of the Willamette Meridian, go North 00° 18' West 838.75 feet, along the Section line between Sections 8 and 9, Township 29 South, Range 14 West of the Willamette Meridian to a 3/4 inch pipe; thence South 89° 55' 48" West 180.04 feet to a 1/2 inch pipe; South 20° 44' 37" West, 459.81 feet to a 1/2 inch pipe; thence North 80° 50' 34" West, 498.77 feet to a 3/4 inch pipe; thence North 24° 14' 27" East, 130.79 feet to a 1/2 inch pipe; thence North 79° 11' 10" West 587.74 feet to a 3/4 inch pipe located on the 1/16th line running North and South through the center of the Northeast quarter of said Section 8; thence South 00° 26' East 691.70 feet along said 16th line to a 1 1/2 inch pipe at the C-E 1/16th corner on the East West quarter section line through the center of Section 8, Township 29 South, Range 14 West of the Willamette Meridian; thence South 88° 54' 48" East 1358.33 feet along said quarter section line to the point of beginning.

RECORDATION REQUESTED BY:
Sterling Savings Bank
Coos Bay Commercial Banking Center
212 S 5th St
Coos Bay, OR 97420

WHEN RECORDED MAIL TO:
Sterling Savings Bank
Loan Support
PO Box 2131
Spokane, WA 99210

RECORDED BY
FIRST AMERICAN TITLE

SEND TAX NOTICES TO:
GANT FAMILY FARMS
PO BOX 113
BANDON, OR 97411

1350581NR
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated May 18, 2009, is made and executed between GANT FAMILY FARMS, an Oregon General Partnership (referred to below as "Grantor") and Sterling Savings Bank, whose address is 212 S 5th St, Coos Bay, OR 97420 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in COOS County, State of Oregon:

See the exhibit or other description document which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 88551 CIRCLE CITY LANE, BANDON, OR 97411. The Property tax identification number is 12078.02 & 12078.92.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Oregon and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property.

COOS COUNTY CLERK, OREGON TOTAL \$46.00
TERRI L. TURI, CCC, COUNTY CLERK

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**ASSIGNMENT OF RENTS
(Continued)**

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Loan No: 9001

Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

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

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

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

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

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

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

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

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

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

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

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, borrowed against, levied upon, seized, or attached.

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

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

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

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

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

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

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

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

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

FRAUDS DISCLOSURE. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

COOS COUNTY CLERK, OREGON TOTAL \$46.00
TERRI L. TURI, CCC, COUNTY CLERK

05/21/2009 #2009-4778
03:14PM 2 OF 5

ASSIGNMENT OF RENTS
(Continued)

Page 3

Loan No: 9001

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

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

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

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

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

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

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

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

Time is of the Essence. Time is of the essence in the performance of this Assignment.

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

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

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

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

- Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.
- Borrower.** The word "Borrower" means GANT FAMILY FARMS.
- Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".
- Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.
- Grantor.** The word "Grantor" means GANT FAMILY FARMS.
- Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.
- Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.
- Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.
- Lender.** The word "Lender" means Sterling Savings Bank, its successors and assigns.
- Note.** The word "Note" means the promissory note dated May 18, 2009, in the original principal amount of \$320,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.
- Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.
- Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.
- Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future

COOS COUNTY CLERK, OREGON TOTAL \$46.00
TERRI L. TURI, CCC, COUNTY CLERK

05/21/2009 #2009-4778
03:14PM 3 OF 5

ASSIGNMENT OF RENTS
(Continued)

Loan No: 9001

Page 4

leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON MAY 18, 2009.

GRANTOR:

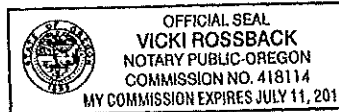
GANT FAMILY FARMS

By: Steven D. Gant
STEVEN D GANT

By: Gary T. Gant
GARY T GANT

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OR)
COUNTY OF COOS) SS

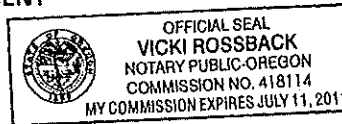


On this 20 day of May, 2009, before me, the undersigned Notary Public, personally appeared STEVEN D GANT, Partner of GANT FAMILY FARMS, and known to me to be a partner or designated agent of the partnership that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the partnership.

By: Vicki Rossback Residing at Coos Bay
Notary Public in and for the State of OR My commission expires 7/11/11

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OR)
COUNTY OF COOS) SS



On this 20 day of May, 2009, before me, the undersigned Notary Public, personally appeared GARY T GANT, Partner of GANT FAMILY FARMS, and known to me to be a partner or designated agent of the partnership that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the partnership.

By: Vicki Rossback Residing at Coos Bay
Notary Public in and for the State of OR My commission expires 7/11/11

EXHIBIT A

A parcel of land in the Southern portion of the Southeast quarter of the Northeast quarter of Section 8, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at the East quarter section corner of said Section 8, Township 29 South, Range 14 West of the Willamette Meridian, go North 00° 18' West 838.75 feet, along the Section line between Sections 8 and 9, Township 29 South, Range 14 West of the Willamette Meridian to a 3/4 inch pipe; thence South 89° 55' 48" West 180.04 feet to a 1/2 inch pipe; South 20° 44' 37" West, 459.81 feet to a 1/2 inch pipe; thence North 80° 50' 34" West, 498.77 feet to a 3/4 inch pipe; thence North 24° 14' 27" East, 130.79 feet to a 1/2 inch pipe; thence North 79° 11' 10" West 587.74 feet to a 3/4 inch pipe located on the 1/16th line running North and South through the center of the Northeast quarter of said Section 8; thence South 00° 26' East 691.70 feet along said 16th line to a 1 1/2 inch pipe at the C-E 1/16th corner on the East West quarter section line through the center of Section 8, Township 29 South, Range 14 West of the Willamette Meridian; thence South 88° 54' 48" East 1358.33 feet along said quarter section line to the point of beginning.



Terri L. Turi, Coos County Clerk

**RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:**
UPF WASHINGTON INCORPORATED
12410 E. MIRABEAU PKWY #100
SPOKANE VALLEY, WA 99216
Reference: Ref #383203-S

ASSIGNMENT OF ASSIGNMENT OF RENTS

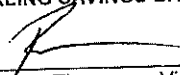
Umpqua Bank, (Assignor), having an address of 111 N Wall St, Spokane, WA 99201, the holder of the Assignment of Rents dated 5/18/2009, from Gant Family Farms, an Oregon general partnership in favor of Sterling Savings Bank, recorded 5/21/2009, as Instrument No. 2009-4778, Book N/A, Page N/A, records of Coos County, OR, together with any amendments, renewals, extensions or modifications thereto, hereby assigns the Assignment of Rents, and the notes and claims secured thereby, to BANNER BANK (Assignee), with an address of 20021 120th Ave. NE, Suite 101, Bothell, WA 98011. This Assignment is made without recourse, representations or warranties of any kind.

Legal: SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION BY THIS REFERENCE MADE A PART HEREOF

Parcel/Tax ID No:12078.02 ; 12078.92

DATED: 11/18/2014

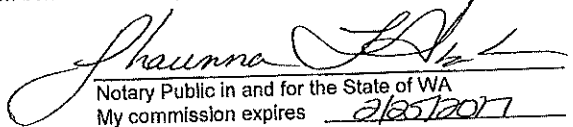
**UMPQUA BANK, SUCCESSOR IN INTEREST TO
STERLING SAVINGS BANK**


BY: Brian Thompson, Vice President of UPF
Washington Inc., Attorney-in-Fact for Umpqua Bank

STATE OF WASHINGTON }
County of Spokane } ss

On 11/18/2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brian Thompson, Vice President of UPF Washington Inc., to me known to be an authorized representative of the beneficiary that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purpose therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of said corporation.

WITNESS my hand and official seal.


Notary Public in and for the State of WA
My commission expires 2/25/2017

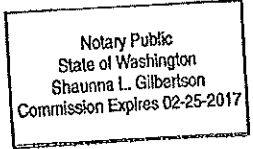


EXHIBIT A

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RECORDATION REQUESTED BY:
Banner Bank
South Coast Commercial Banking Center
212 South 5th Street
Coos Bay, OR 97420

Coos County, Oregon **2019-06479**
\$101.00 Pgs=4 07/25/2019 11:53 AM
eRecorded by: TICOR TITLE COOS BAY
Debbie Heller, CCC, Coos County Clerk

WHEN RECORDED MAIL TO:
Banner Bank
Spokane Loan Operations
110 S. Ferrail Street
Spokane, WA 99202

"Recorded by Ticor Title Company as an accommodation only. NO liability is accepted for the condition of title or for the validity, sufficiency, or effect of this document."

SEND TAX NOTICES TO:
Gant Family Farms
PO Box 765
Bandon, OR 97411

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 23, 2019, is made and executed between Gant Family Farms, an Oregon General Partnership ("Grantor") and Banner Bank, whose address is South Coast Commercial Banking Center, 212 South 5th Street, Coos Bay, OR 97420 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 18, 2009 (the "Deed of Trust") which has been recorded in Coos County, State of Oregon, as follows:

Recorded on May 21, 2009 in Coos County, State of Oregon under County Clerk No. 2009-4777.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 88551 Circle City Lane, Bandon, OR 97411. The Real Property tax identification number is 12078.02 & 12078.92.

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

Banner Bank as successor to Sterling Savings Bank as Lender.

The definition of "Note" is revised to read as follows: "The word "Note" means the promissory note dated May 18, 2009, in the original principal amount of \$320,000.00 from Grantor to Lender, and its substitution promissory note dated July 23, 2019, in the original principal amount of \$129,557.00 also from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement."

Change Maturity Date to July 15, 2034..

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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 23, 2019.

GRANTOR:

GANT FAMILY FARMS

By: Steven D. Gant
Steven D Gant, Managing Partner of Gant Family Farms

By: Gary T. Gant
Gary T Gant, Managing Partner of Gant Family Farms

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER:

BANNER BANK

x) Daniel Hampton
Authorized Officer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Coos)



On this 24th day of July, 20 19, before me, the undersigned Notary Public, personally appeared Steven D Gant, Managing Partner of Gant Family Farms, and known to me to be a partner or designated agent of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By [Signature]
Notary Public in and for the State of Oregon

Residing at Coos Bay Bandon
My commission expires October 30, 2022

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Coos)



On this 24th day of July, 20 19, before me, the undersigned Notary Public, personally appeared Gary T Gant, Managing Partner of Gant Family Farms, and known to me to be a partner or designated agent of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By [Signature]
Notary Public in and for the State of Oregon

Residing at Bandon
My commission expires October 30, 2022

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Oregon

)

COUNTY OF Clatsop

) SS

)



On this 24th day of July, 20 19, before me, the undersigned Notary Public, personally appeared Michelle Hampton and known to me to be the VP, BA, authorized agent for Banner Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Banner Bank, duly authorized by Banner Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Banner Bank.

By [Signature]
Notary Public in and for the State of Oregon

Residing at Bandon
My commission expires October 30, 2022

EXHIBIT A

A parcel of land in the Southern portion of the Southeast quarter of the Northeast quarter of Section 8, Township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at the East quarter section corner of said Section 8, Township 29 South, Range 14 West of the Willamette Meridian, go North $00^{\circ} 18'$ West 838.75 feet, along the Section line between Sections 8 and 9, Township 29 South, Range 14 West of the Willamette Meridian to a $3/4$ inch pipe; thence South $89^{\circ} 55' 48''$ West 180.04 feet to a $1/2$ inch pipe; South $20^{\circ} 44' 37''$ West, 459.81 feet to a $1/2$ inch pipe; thence North $80^{\circ} 50' 34''$ West, 498.77 feet to a $3/4$ inch pipe; thence North $24^{\circ} 14' 27''$ East, 130.79 feet to a $1/2$ inch pipe; thence North $79^{\circ} 11' 10''$ West 587.74 feet to a $3/4$ inch pipe located on the $1/16$ th line running North and South through the center of the Northeast quarter of said Section 8; thence South $00^{\circ} 26'$ East 691.70 feet along said 16 th line to a $1 1/2$ inch pipe at the C-E $1/16$ th corner on the East West quarter section line through the center of Section 8, Township 29 South, Range 14 West of the Willamette Meridian; thence South $88^{\circ} 54' 48''$ East 1358.33 feet along said quarter section line to the point of beginning.

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2020

NOT OFFICIAL VALUE

August 17, 2020 6:16:31 pm

Account # 1207802	Tax Status ASSESSABLE
Map # 29S14080000600	Acct Status ACTIVE
Code - Tax # 5403-1207802	Subtype NORMAL

Legal Descr See Record

Mailing Name GANT FAMILY FARMS

Deed Reference # See Record

Agent

Sales Date/Price See Record

In Care Of

Appraiser

Mailing Address PO BOX 765
BANDON, OR 97411-0765

Prop Class 572	MA	SA	NH	Unit
RMV Class 500	06	27	RRL	21407-1

Situs Address(s)	Situs City
ID# 10 88551 CIRCLE CITY LN	BANDON

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
5403 Land	23,006					Land	0
Impr.	154,820					Impr.	0
Code Area Total	177,826	127,340	147,092	23,006	19,872		0
Grand Total	177,826	127,340	147,092	23,006	19,872		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			LUC	Trended RMV	
						TD%	LS	Size			
5403	20	<input checked="" type="checkbox"/>		EFU	Farm Site	100	A	1.00	AV	006*	11,560
5403	60	<input checked="" type="checkbox"/>		EFU	Farm Use Zoned	100	A	0.46	B4	006*	181
5403	40	<input checked="" type="checkbox"/>		EFU	Farm Use Zoned	100	A	2.36	BOGL	006*	4,078
5403	50	<input checked="" type="checkbox"/>		EFU	Farm Use Zoned	100	A	1.18	DIKE	006*	1,398
5403	10	<input type="checkbox"/>		EFU	Farm Use Zoned	100	A	13.56	WL	006*	1,789
5403					SITE AMENTIES	100					4,000
Grand Total								18.56			23,006

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown			Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%					
5403	2	1981	308	MACHINE SHED	100		1,200		23,830	
5403	1	1966	131	One story-Class 3	100		1,404		130,990	
Grand Total								2,604		154,820

Code Area	Type	Exemptions/Special Assessments/Potential Liability			
<p>NOTATION(S):</p> <ul style="list-style-type: none"> ■ FARM/FOREST POT'L ADD'L TAX LIABILITY FARM ■ FARM HOMESITE 					
5403					
FIRE PATROL:					
■ FIRE PATROL SURCHARGE		Amount	47.50		Year 2020
■ FIRE PATROL TIMBER		Amount	28.27	Acres	17.56 Year 2020

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

17-Aug-2020

GANT FAMILY FARMS
 PO BOX 765
 BANDON OR 97411-0765

Tax Account #	1207802	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	5403
Situs Address	88551 CIRCLE CITY LN BANDON OR 97411	Interest To	Aug 15, 2020

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,510.16	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,469.88	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,434.13	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,386.68	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,359.91	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,356.34	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$82.51	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$81.26	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$80.93	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$79.82	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$79.61	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$105.70	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$69.23	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$68.91	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$68.78	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$69.19	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$68.63	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$9,371.67	

TAX NOTATION...

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #1207892 COMBINED INTO #1207802 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

8/17/2020 6:17:43 PM

Account # 1207802
Map 29S1408-00-00600
Owner GANT FAMILY FARMS
PO BOX 765
BANDON OR 97411-0765

Name Type	Name	Ownership Type	Own Pct
OWNER	GANT FAMILY FARMS	OWNER	100.00

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2020
NOT OFFICIAL VALUE

August 17, 2020 6:18:27 pm

Account # 1209502	Tax Status ASSESSABLE
Map # 29S14090001400	Acct Status ACTIVE
Code - Tax # 5401-1209502	Subtype NORMAL
Legal Descr See Record	
Mailing Name GANT FAMILY FARMS	Deed Reference # See Record
Agent	Sales Date/Price See Record
In Care Of	Appraiser
Mailing Address PO BOX 765 BANDON, OR 97411-0765	

Prop Class 573	MA	SA	NH	Unit
RMV Class 500	06	27	RRL	21471-1

Situs Address(s)		Situs City					
Code Area	RMV	MAV	Value Summary AV	SAV	MSAV	RMV Exception	CPR %
5401	Land 16,591					Land Impr. 0	0
	Impr. 0						0
Code Area Total	16,591	0	15,596	16,591	15,908	0	0
Grand Total	16,591	0	15,596	16,591	15,908	0	0

Code Area	ID#	RFPD Ex	Plan Zone	Value Source	Land Breakdown			Land Class	LUC	Trended RMV
					TD%	LS	Size			
5401	20	<input checked="" type="checkbox"/>	F	Farm Use Unzoned	100	A	6.12	BOGL	006*	10,575
5401	30	<input checked="" type="checkbox"/>	F	Farm Use Unzoned	100	A	3.06	DIKE	006*	3,626
5401	10	<input checked="" type="checkbox"/>	F	Small Tract Forest land	100	A	17.49	STF-D	006*	2,390
Grand Total							26.67			16,591

Code Area	Yr Built	Stat Class	Description	Improvement Breakdown TD%	Total Sq. Ft.	Ex% MS Acct #	Trended RMV
Grand Total							0

Code Area	Type	Exemptions/Special Assessments/Potential Liability					
NOTATION(S):							
■ FARM/FOREST POT'L ADD'L TAX LIABILITY FARM/FORST							
5401	FIRE PATROL:			Amount	42.94	Acres	26.67
						Year	2020
■ FIRE PATROL TIMBER							

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

17-Aug-2020

GANT FAMILY FARMS
 PO BOX 765
 BANDON OR 97411-0765

Tax Account #	1209502	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	5401
Situs Address		Interest To	Aug 15, 2020

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$174.74	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$169.01	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$167.81	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$158.87	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$156.42	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$157.13	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$158.48	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$154.16	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$149.19	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$150.76	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$150.07	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$147.74	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$140.86	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$135.50	Nov 15, 2006
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$138.38	Nov 15, 2005
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$132.08	Nov 15, 2004
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$113.91	Nov 15, 2003
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$113.91	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$2,555.11	

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

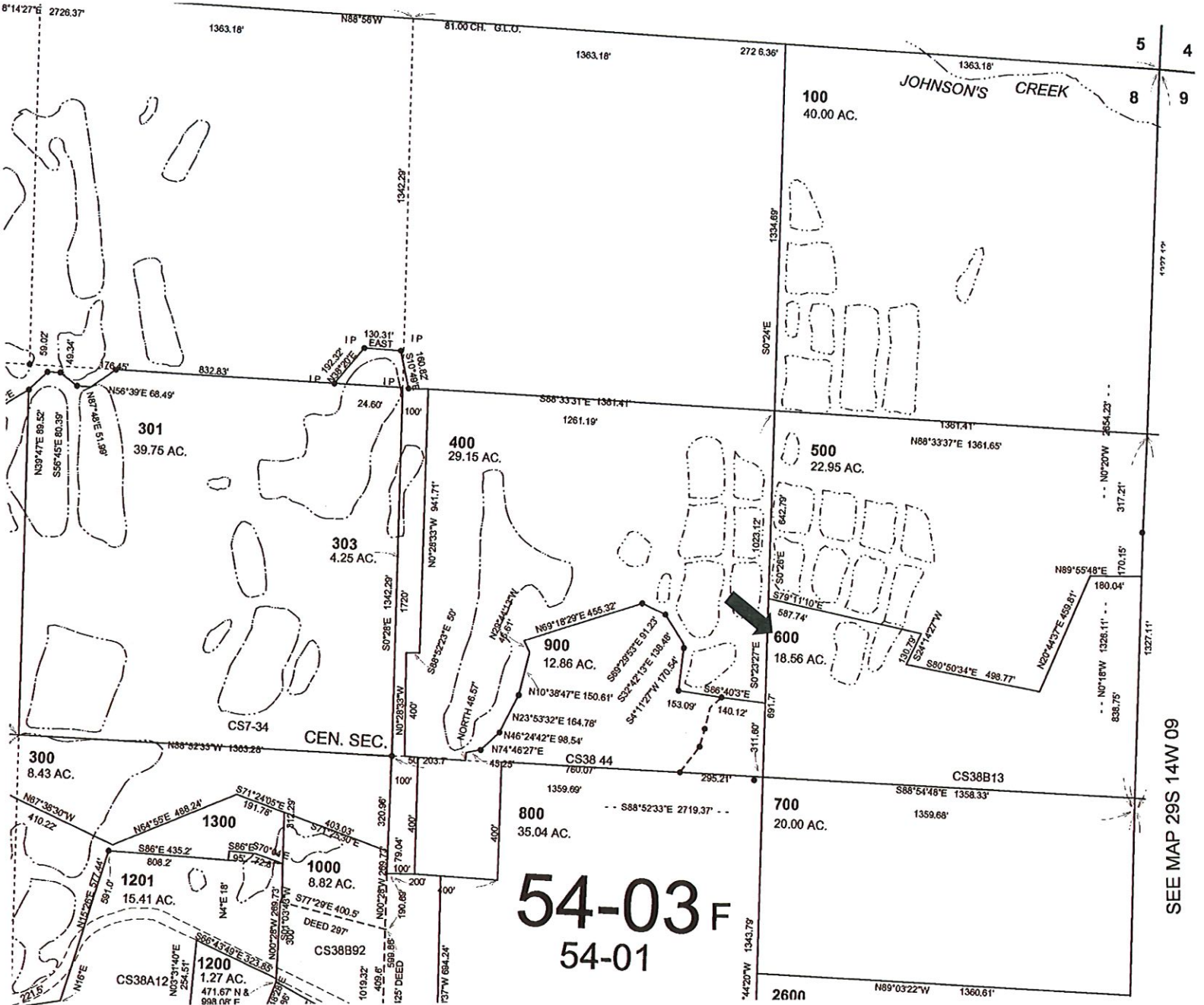
8/17/2020 6:19:29 PM

Account # 1209502
Map 29S1409-00-01400
Owner GANT FAMILY FARMS
PO BOX 765
BANDON OR 97411-0765

Name Type	Name	Ownership Type	Own Pct
OWNER	GANT FAMILY FARMS	OWNER	100.00



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, locations of easements, acreage or other matters shown thereon.



SEE MAP 29S 14W 09

SECTION 8 T29S R14W W.M.
COOS COUNTY

29S 14W 08

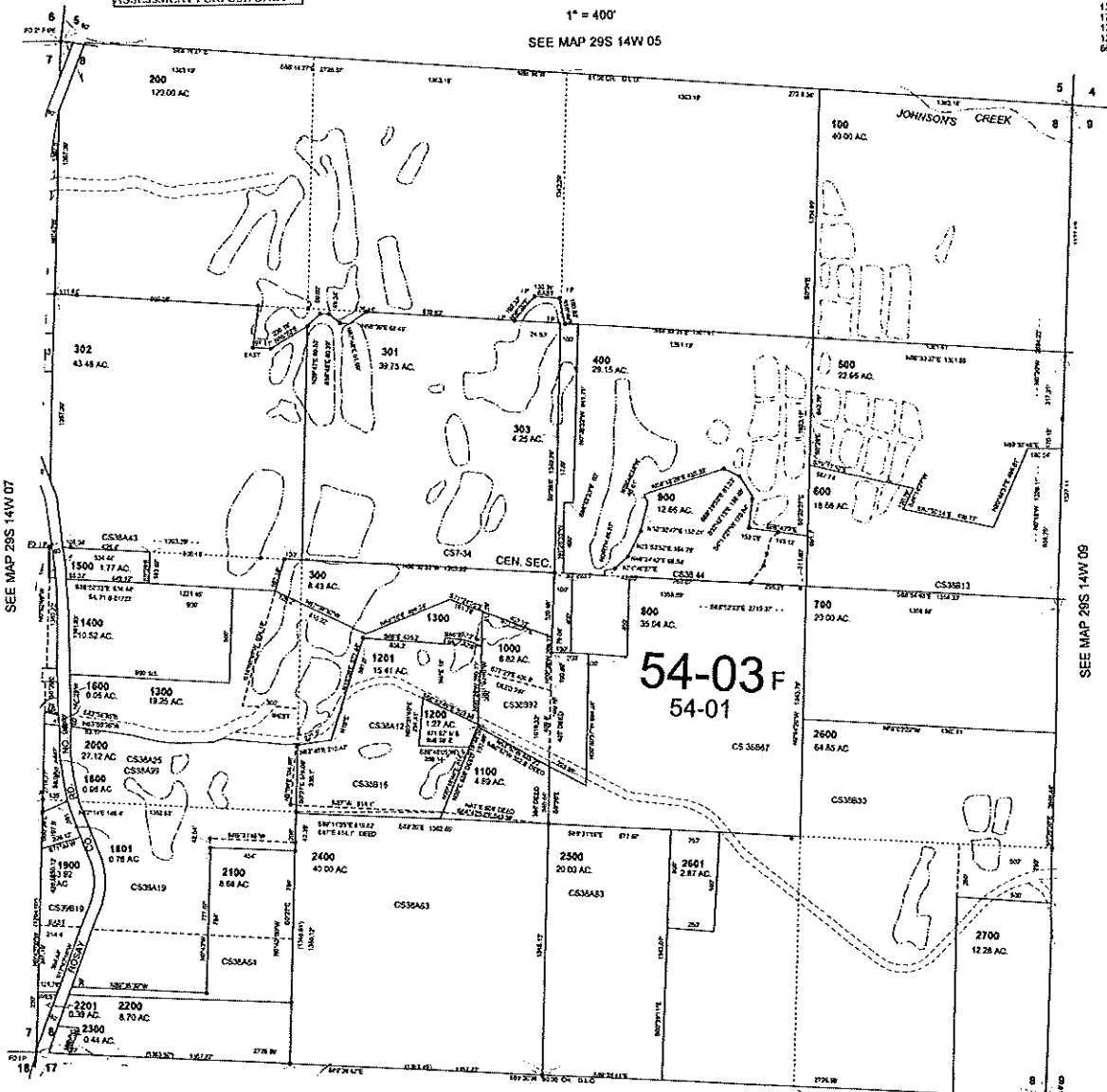
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

1" = 400'

SEE MAP 29S 14W 05

CANCELLED NO.

1301
1700
1302
1302
601



THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

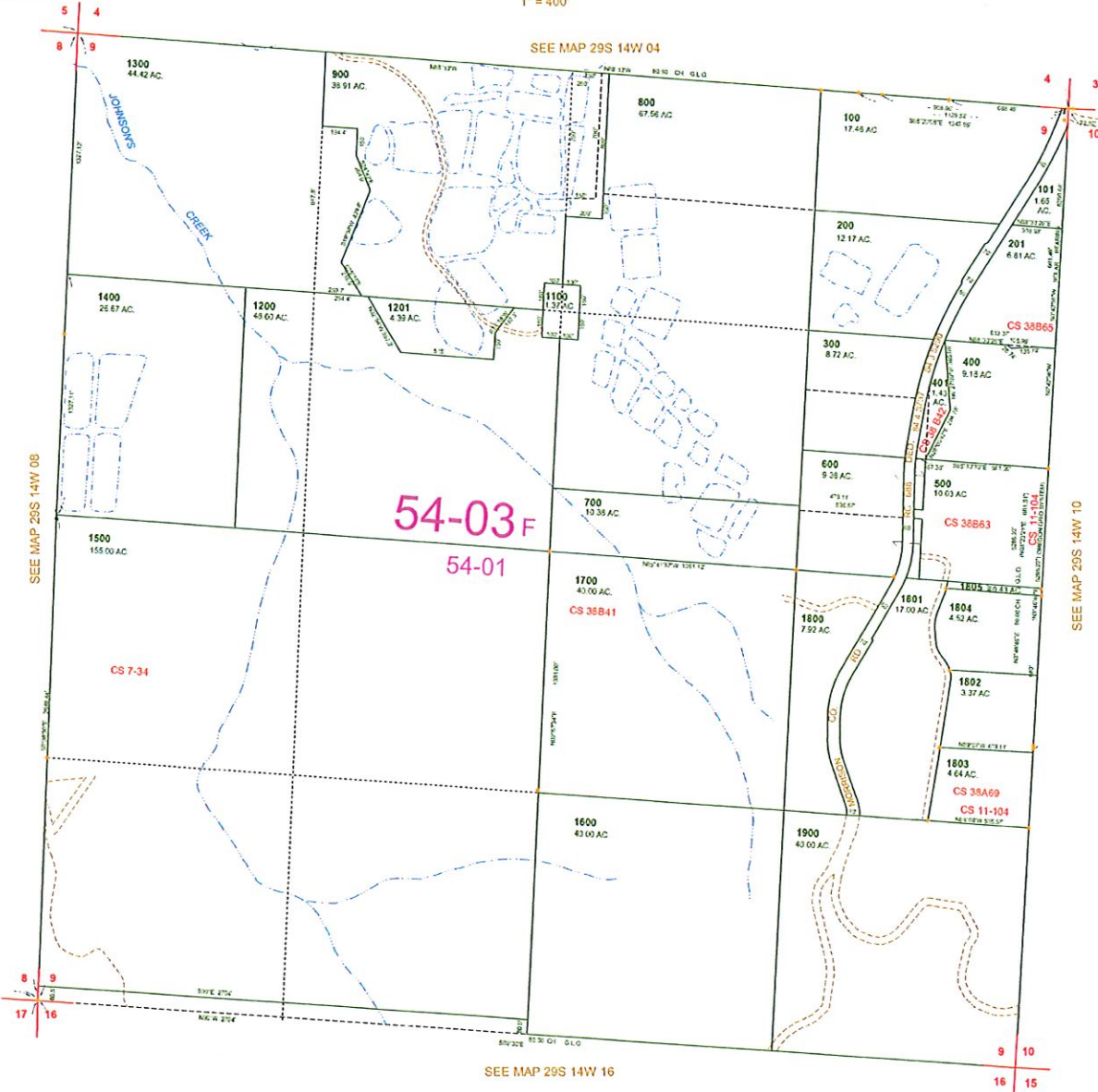
SECTION 9 T29S R14W W.M.
COOS COUNTY

1" = 400'

29S 14W 09

CANCELLED NO.

- 301
- 302
- 1000
- 901
- 902
- 799M1
- 304
- 305
- 903
- 402
- 701
- 1501



02-03-2020
29S 14W 09