



**Coos County Planning Department**  
60 E. Second St., Coquille OR 97423 (LOCATION)  
225 N. ADAMS ST. COQUILLE OR 97423 (MAILING)  
PHONE: 541-396-7770 EMAIL: PLANNING@CO.COOS.OR.US

**LAWFULLY CREATED UNIT OF LAND DETERMINATION FORM**

Date Received: 12/16/22 Receipt #: 126191039 Received by: UMB  
Application File Number D-22-008 Planner Assigned: \_\_\_\_\_

**This application shall be filled out electronically. If you need assistance please contact staff**  
*Please be aware if the fees are not included the application will not be processed.*  
*(If payment is received on line a file number is required prior to submittal)*

**LAND INFORMATION**

**Land Owner(s)** Owner 1: Weyerhaeuser Company(Jim Bunker), Owner 2: Fairview Timber LLC, c/o Campbell Global(Brian Lawson)

Mailing address: 16821 McGillivray, Vancouver, WA, 98683

Phone: 360-891-3365

Email: \_\_\_\_\_

**Applicant(s)** Stephan Stys - Estabrook Land Surveying

Mailing address: PO Box 574, Lakeside, OR 97449

Phone: Cell: 541-294-6915

Email: estabrooksurveying@gmail.com

Type of Ownership: Multiple Owners-Consent has been included

**PROPERTY INFORMATION:**

Township: 30S Range: 10W Section: 1 ¼ Section: Select 1/16 Section: Select Tax lot: Legal Lot #1 within TL200

Township: 30S Range: 10W Section: 12 ¼ Section: Select 1/16 Section: Select Tax lot: Legal lot #2, 3 within TL201

Tax Account Number(s): 1245100/99916862

Any account information may be found on the Coos County Assessor's Webpage, by contacting staff or on your tax statement. Any incomplete application will not be processed.

## SUPPLEMENTAL QUESTIONS AND CRITERIA FOR A LAWFULLY CREATED (DISCRETE) UNIT OF LAND DETERMINATION.

### I. The following questions are required to be answered:

1. How was the unit of land created? Section 6.1.125.1.d
2. When was the unit of land created?  
LL1 PATENT 957376 April 1925, LL2 PATENT 104578 April 1931, LL3 D-118 December 1932
3. Provide the deed numbers were used to determine the unit(s) was lawfully created?  
LL1 PATENT 957376 April 1925, LL2 PATENT 104578 April 1931, LL3 D-118 December 1932
4. How many lawfully created parcels are you requesting confirmation on?  
3
5. How are these units of land accessed?  
LL1 accessed from hwy 42 through easements(included) to the west, LL2 and LL3 accessed from hwy 42 frontage rd. through common contiguous ownership to the south.

### II. The following is required to be submitted as part of the application:

1. All deeds used to determine the Lawfully Created Units of Land (this need to be readable). INCLUDED
2. Map(s) of the Lawfully Created Units of Land with access point, roads and development. INCLUDED
3. Findings to the criteria listed in Section III of this application form.
4. All fees will be collected with the exception of any recording fees.

### III. SECTION 6.1.125 LAWFULLY CREATED

#### "Lawfully established unit of land" means:

1. The unit of land was created:
  - a. Through an approved or pre-ordinance plat;
  - b. Through a prior land use decision including a final decision from a higher court. A higher court includes the Land Use Board of Appeals;
  - c. In compliance with all applicable planning, zoning and subdivision or partition ordinances and regulations at the time it was created.
  - d. By a public dedicated road that was held in fee simple creating an intervening ownership prior to January 1, 1986;
  - e. By deed or land sales contract, if there were no applicable planning, zoning or subdivision or partition ordinances or regulations that prohibited the creation.
  - f. By the claim of intervening state or federal ownership of navigable streams, meandered lakes or tidewaters. "Navigable-for-title" or "title-navigable" means that ownership of the waterway, including its bed, was passed from the federal government to the state at statehood. If a waterway is navigable-for-title, then it also is generally open to public use for navigation, commerce, recreation, and fisheries.
2. Creation of parcel previously approved but not acted upon (92.178).
  - a. The governing body of a county may approve an application requesting formation of one parcel if the county issued a land use decision approving the parcel prior to January 1, 1994, and:
  - b. A plat implementing the previous land use decision was not recorded; or
  - c. A condition of approval of the previously approved land use decision requiring consolidation of adjacent lots or parcels was not satisfied by a previous owner of the land.
  - d. An application under this section is not subject to ORS 215.780.
  - e. Approval of an application under this section does not affect the legal status of land that is not the subject of the application.

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

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

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

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

### **FINDINGS:**

**The State of Oregon did not have land use division regulation until 1949. All of the subject units of land were created in 1925, 1931 and 1932 before land use regulations were in effect in Oregon and Coos County. As such they were lawfully created.**

**Lots 1, 2, 3 & 4 continue to be lawfully created in their whole form. Lot 2 was divided in 2012 by deed 2012-1545 and the lawfully created parcel is in two ownerships (Weyerhaeuser and Campbell Global). These Lots 1, 2 and 3 are being validated so that a property line adjustment application can legally reconfigure the boundary of these lots to match the lines of the 2012 deed.**

**At the direction of planning staff this lot of record was separately submitted to validate the lots so they could be reconfigured in the property line adjustment application of even date.**

**All three lots have legal access as outlined in the application below.**

**In summary the three lots of record described in the attached deeds were lawfully created and continue to be lawfully created with Lot 2 being held in two ownerships.**

**Note: Stephan Stys of Estabrook Land Survey met with Crystall Orr in early December 2021 and verified that a lot of record and property line adjustment may be used to correct the unlawful division.**



# T30S R10W W.M. COOS COUNTY

1" = 2000'

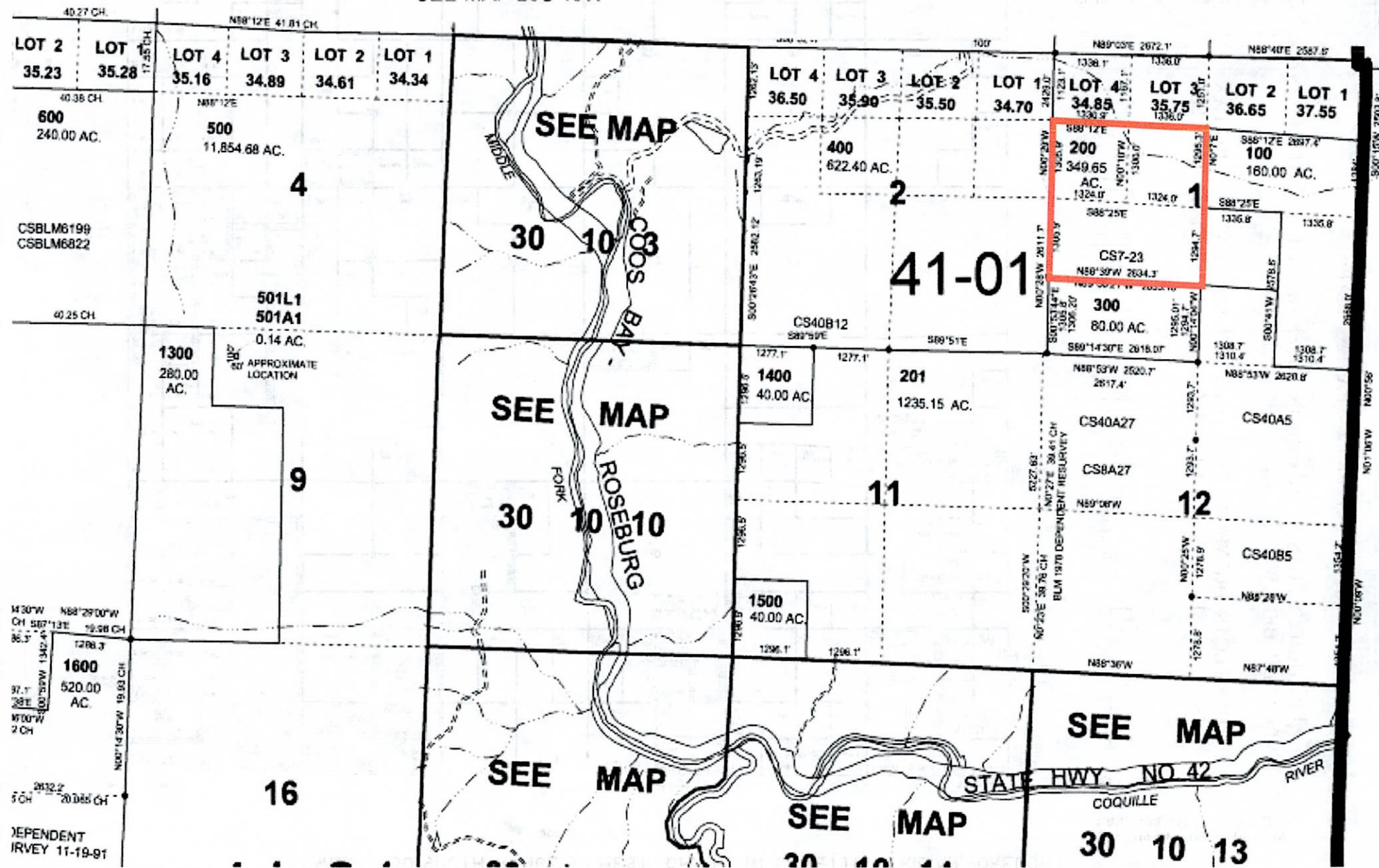
SEE MAP 28S 10W

LEGAL LOT #1

DEED 957376 SIGNED 4/10/1925

UNITED STATES to ERICKSON

3  
8  
C



LL1

4-1008-R.

Roseburg 013824.

# The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at **Roseburg, Oregon,** has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of **Sabina A. Erickson**

has been established and duly consummated, in conformity to law, for the **south half of the northwest quarter and the north half of the southwest quarter of Section one in Township thirty south of Range ten west of the Willamette Meridian, Oregon, containing one hundred sixty acres,**

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, **Calvin Coolidge,**

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the **TENTH**

(SEAL)

day of **APRIL** in the year of our Lord one thousand nine hundred and **TWENTY-FIVE** and of the Independence of the United States the one hundred and **FORTY-NINTH**

By the President:

*Calvin Coolidge*

By

*W. B. C. C. C.*

, Secretary.

*M. P. LeRoy*  
Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number **957376**

214101

SEE FOR 225 10W  
1202 1510W 11W 0002 0011W  
MAY 11 1925  
MAY 11 1925

# T30S R10W W.M. COOS COUNTY

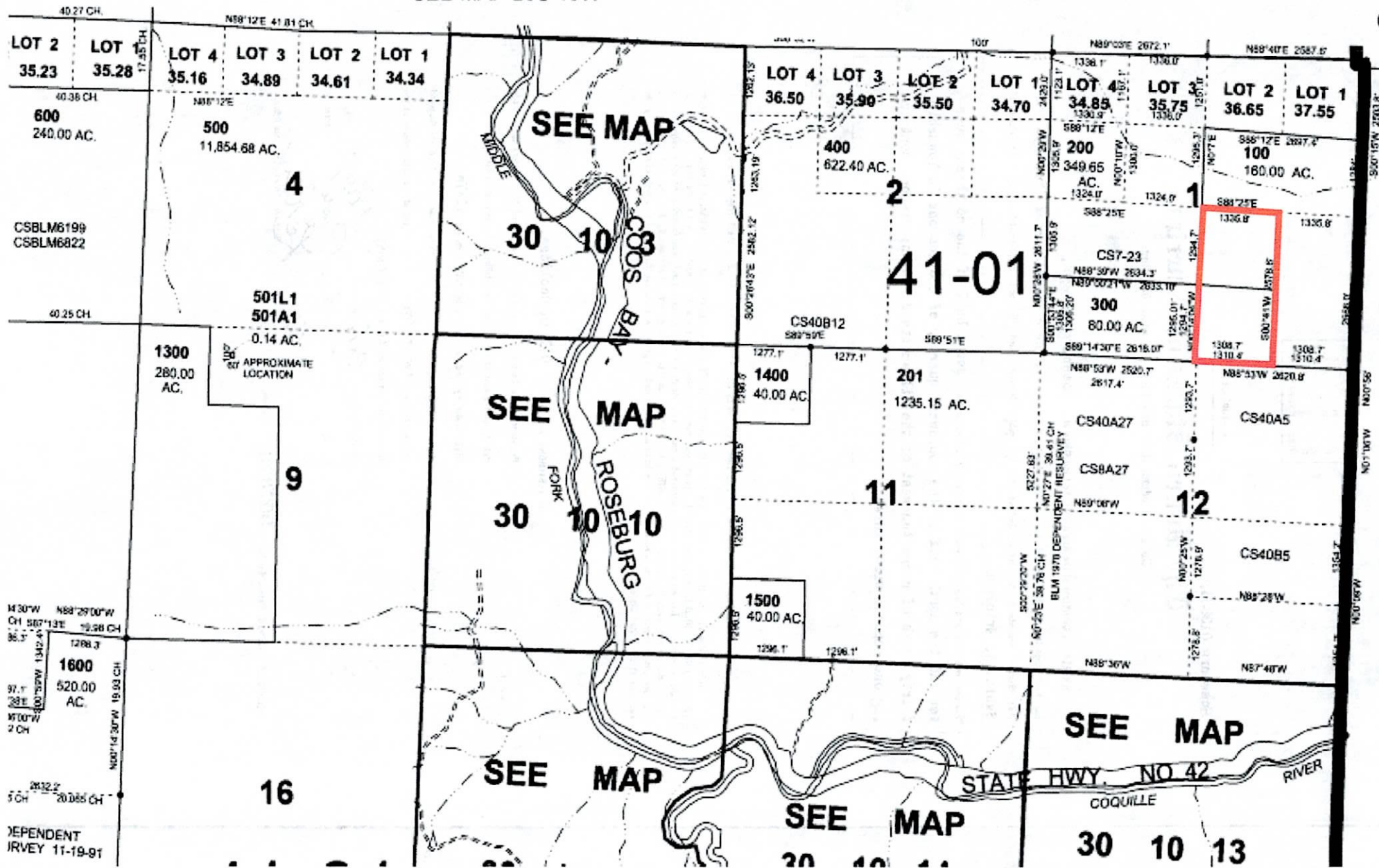
1" = 2000'

SEE MAP 28S 10W

MAP ADJ  
NC

LEGAL LOT #2  
DEED 43931 SIGNED 4/17/1931  
UNITED STATES to LOSHBOUGH

3  
8  
C



43930- KNOW ALL MEN BY THESE PRESENTS, That J. F. Kronenberg, an unmarried man of the County of Coos and State of Oregon, in consideration of Ten Dollars and other valuable considerations to him in hand paid by Geo. A. Ulett of the County of Coos and State of Oregon, has bargained and sold, and by these presents does grant, bargain, sell and convey unto said Geo. A. Ulett, his heirs and assigns forever all the following bounded and described real property, situated in the County of Coos and State of Oregon: to-wit:

Beginning at a point on the West line of the Bradley Lake Market Road No. 29 which is 30 feet West and 250 feet South 10° and 27' West of Engineer's Station 11 + 06.0 said station being approximately 850 feet South and 780 feet West from the NE corner of Lot 1 in Section 36, Township 28 South, Range 15 West of the Willamette Meridian in Coos County, Oregon; running thence South 10°27' West along the West line of said market road 75 feet; thence West 131 feet more or less to the government meander line of the Pacific Ocean; Thence North 75 feet more or less along said government meander line to a point which is due West of the point of beginning; thence East 131 feet more or less to the said West line of said market road and point of beginning; including all right, title and interest, which the Grantor has in the land fronting and abutting the above described parcel on the West and lying between said government meander line and the foot of the sea wall or Ocean bluff.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all my estate, right, title and interest in and to the same.

TO HAVE AND TO HOLD, the above described and granted premises unto the said Geo. A. Ulett, his heirs and assigns forever.

IN WITNESS WHEREOF, I, the Grantor above named have hereunto set my hand and seal this 6th day of May, A. D. 1931.

J. F. Kronenberg (Seal)

STATE OF OREGON }  
 COUNTY OF COOS } SS BE IT REMEMBERED, That on this 6th day of May, A.D. 1931, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named J. F. Kronenberg, who is personally known to me to be the identical individual described in and who executed the within instrument, and severally acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

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

Recorded May 15, 1931. 5:30 P.M.  
 Robt. R. Watson, County Clerk.

Geo. P. Topping  
 Notary Public for Oregon  
 My Commission Expires November 1, 1931  
 (Notarial Seal)

43931- Roseburg 015835

THE UNITED STATES OF AMERICA.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Roseburg, Oregon, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of James H. Loshbough has been established and duly consummated, in conformity to law, for the following Oregon and California railroad grant lands title to which reverted in the United States under the Act of Congress of June 9, 1916 (39 Stat. 218): the west half of the southeast quarter of Section one in Township thirty south of Range ten west of the Willamette Meridian, Oregon, containing eighty acres, according to the Official Plat of the Survey of the said Land, on file in the General Land

D-1114



## Office:

NOW KNOW YE, That there is, therefore, granted by the United States unto the said claimant the tract of Land above described; To Have and To Hold the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I Herbert Hoover, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the Seventeenth day of April in the year of our Lord one thousand nine hundred and Thirty-One and of the Independence of the United States the one hundred and Fifty-Fifth.

Seal: United States  
General Land Office  
RECORDED: Patent Number 1045758  
Recorded May 15, 1931. 3:47 P.M.  
Robt. R. Watson, County Clerk.

By the President: Herbert Hoover  
By Leafie E. Dietz, Secretary  
Emma L. Warren, Recorder of the General Land Office.  
Received U. S. Land Office, Roseburg, Oregon  
Date Apr 25, 1931 Hour 9 A.M.

43932-

## QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That I, Kuehne Lynch, a single woman, of Bandon, Coos County, State of Oregon, for and in consideration of One (\$1) and other dollars to me paid by Leonard Rauschert also of Bandon, Coos County, Oregon, have bargained and sold, and by these presents do hereby grant, bargain, sell and convey and forever Quit Claim, unto him the said Leonard Rauschert, all of my estate, right, title, and interest in and to certain real property described as:

All of lot numbered One (1), in block numbered thirty-nine (39), in the Town of West Bandon, in Coos County, Oregon according to the official plat thereof filed with and recorded by the County Clerk, in and for said Coos County, and State of Oregon, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and also all of my estate, right, title, equity, interest and/or claim, in and to the same.

TO HAVE AND TO HOLD the above described and granted premises unto the said Leonard Rauschert, and unto his heirs and assigns, forever.

IN WITNESS WHEREOF I the grantor hereinabove named have hereto set my hand and my seal on this the 21 day of April, 1931.

Before these witnesses:  
Edward Rauschert, C. R. Wade

Mrs. Kuehne Lynch ~~(Seal)~~

STATE OF OREGON, )  
COUNTY OF COOS., )SS.

BE IT REMEMBERED That on April 21, 1931, before me the undersigned a Notary Public in and for the said State and County personally appeared the within named Kuehne Lynch, a single woman, who is known to me to be the identical person described in and who executed the foregoing instrument, and she acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF I have hereto set my hand and seal on this the said 21 day of April, 1931.

C. R. Wade  
Notary Public for Oregon,  
My commission expires on the 16 day  
of Feb 1932.  
(Notarial Seal)

Recorded May 16, 1931. 11:30 A.M.  
Robt. R. Watson, County Clerk.

T30S R10W W.M. COOS COUNTY

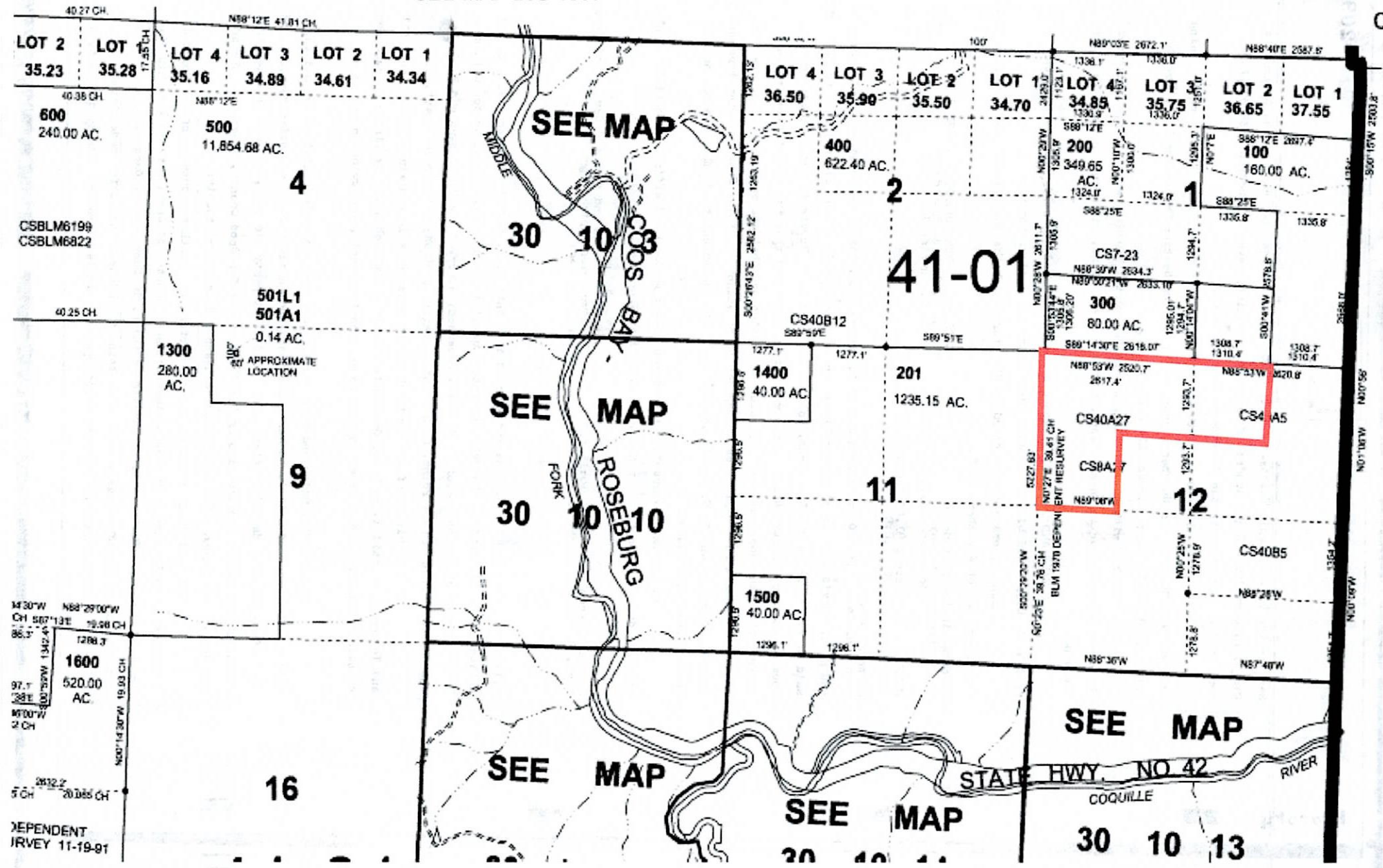
1" = 2000'

SEE MAP 28S 10W

MAP ADJ  
NC

LEGAL LOT #3  
DEED 47140 SIGNED 8/18/1930  
ROBB TO LAIRD/GARRETT

3  
8  
C



1402049

LL3

118  
209

Section Two (2), Township Thirty-one (31) South, Range Twelve (12) West of the Willamette Meridian, containing Eight hundred thirty-six and thirty-seven hundredths (836.37) Acres more or less according to the Government survey thereof.

Excepting and reserving the Port Orford Cedar timber standing, lying and being upon the West half of the Northeast quarter (W $\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section Thirty-One (31), Township Thirty (30) South, Range Eleven (11) West, W. M..

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all right, title and interest in and to the same.

TO HAVE AND TO HOLD the above described granted and sold premises unto the said M. H. Dement and Lily K. Dement, their heirs and assigns forever.

Done by order of the Board of Directors, with the seal of said corporation, this Eighteenth day of November, 1932.

Executed in the presence of  
David Nelson, R. C. Day  
(Corporate Seal)

COOS BAY LUMBER COMPANY )SEAL(  
By H. W. Bunker, President  
By H. G. Purvis, Secretary

U.S.I.R. Documentary \$1.00 Stamp  
Cancelled 12/1/32 W.B.D.

State of Oregon  
County of Coos :ss On this 18th day of November, 1932, before me appeared H. W. Bunker and H. G. Purvis both to me personally known, who being duly sworn, did say that he, the said H. W. Bunker is the President, and he, the said H. G. Purvis is the Secretary of Coos Bay Lumber Company, the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said H. W. Bunker and H. G. Purvis acknowledged said instrument to be the free act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this the day and year first in this, my certificate, written.

Recorded December 8, 1932, 10:15 A.M.  
Robt. R. Watson, County Clerk

David Nelson  
Notary Public in and for said County and State  
My commission expires April 19-1936  
(Notarial seal)

D-118

47140- THIS INDENTURE, Made and entered into this first day of December, 1932, by and between L. A. Liljeqvist, the duly appointed, qualified and acting Administrator with the Will annexed of the Estate of T. E. Robb, deceased, party of the first part and P. W. Laird and Roy Garrett of Myrtle Point, Coos County, Oregon, parties of the second part, WITNESSETH,

That by virtue of and pursuant to the power of sale contained in the Last Will and Testament of said T. E. Robb, deceased, wherein and whereby, and by virtue of said power of sale, said first party is authorized to sell certain real property belonging to said estate,

AND WHEREAS, under and by virtue of said power of sale contained in said Last Will and Testament of said T. E. Robb, deceased, and pursuant to legal notice thereof, and on Monday, the 31st day of October, 1932, said first party did sell, at private sale, for cash, subject to the confirmation of the County Court for Coos County, Oregon, to the said parties of the second part, the following described property, to-wit:

The West half of the Northwest quarter, the Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 12 in Township 30, South of Range 10, West of the Willamette Meridian, in Coos County, Oregon,

for the sum of \$5,000.00 cash, said offer being the highest cash offer made therefore.

AND WHEREAS, said County Court upon due and legal return made by the party of

the first part did on the 30th. day of October, 1932, make an order confirming said sale and directing a conveyance to be made to said second parties, which said order of confirmation is entered in Volume 13 in the Probate Journal of said County Court on Page 486 thereof.

NOW THEREFORE, the said party of the first part, pursuant to the order last aforesaid, and for the consideration of the sum of \$5,000.00 to him in hand paid by said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the parties of the second part, their heirs and assigns forever, all the right, title, interest and estate of the said T. E. Robb in and to said real property hereinbefore described.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD all and singular the above mentioned and described real property together with the appurtenances unto the said parties of the second part, their heirs and assigns, to their sole use, benefit, and behoof forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year in this indenture first above written.

Documentary Stamp \$5.00  
Cancelled H.A.S. 12-8-32

L. A. Liljeqvist ) Seal  
Administrator with the Will Annexed  
of the Estate of T. E. Robb, Deceased

State of Oregon  
County of Coos :ss This certifies that on the 1st day of December, 1932, personally appeared before me the above named L. A. Liljeqvist who is known to me to be the identical individual described in, and who executed the foregoing instrument, as the Administrator with the Will Annexed of the Estate of T. E. Robb, Deceased, and he acknowledged to me that he, as such Administrator, executed the foregoing instrument freely and voluntarily, and for the uses and purposes therein set forth.

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

Recorded December 8, 1932, 11 A.M.  
Robt. R. Watson, County Clerk

Bennett Swanton  
Notary Public for Oregon  
My commission expires Febr. 8, 1933  
(Notarial Seal)

47141- THIS INDENTURE WITNESSETH, That William I. Bonebrake and Elma A. Bonebrake, his wife, for the consideration of the sum of One and no/100 Dollars and other valuable consideration to them paid, have bargained and sold and by these presents do bargain, sell and convey unto the State of Oregon, represented and acting by the World War Veterans' State Aid Commission the following described premises, to-wit:

All of the South half ( $\frac{1}{2}$ ) of the Southeast quarter ( $\frac{1}{4}$ ) of Section eight (8), Township twenty-six (26) South, Range twelve (12) West of the Willamette Meridian, also, the following described parcel of land situated in the County of Coos and State of Oregon, to-wit: Beginning on the right bank of Catching Slough at an alder tree twelve (12) inches in diameter marked "P.S.C.S." from which a Myrtle six (6) inches in diameter bears North seventy-six (76) degrees East sixty-one (61) links, the mouth of a brook bears North eighty-one (81) degrees West sixty (60) links, said alder tree is forty-one (41) chains fifty-six (56) links South and four (4) chains and seventy-five (75) links East of the meander corner on right bank of Catching Slough on line between Sections eight (8) and seventeen (17), Township twenty-six (26) South, Range twelve (12) West of the Willamette Meridian in Coos County, State of Oregon; run thence North eighty-seven (87) degrees and twenty-two (22) minutes East thirty-four (34) chains to the Northeast corner of Lot number four (4) in Section seventeen (17), Township twenty-six (26) South, Range twelve (12) West; thence North forty (40) chains to line between Section eight (8) and seventeen (17) in said

George Gothro, of Marshfield, Oregon, party of the second part,

WITNESSETH, that whereas, at a public sale of real estate held on the 16th day of August, A.D. 1930 pursuant to a real estate tax judgment and decree of the Circuit Court of the State of Oregon for the County of Coos duly made and entered on the 15th day of July A.D. 1930 in a certain suit in which Coos County, a body politic and corporate of the State of Oregon, is plaintiff and Geo. Appell, Nellie Kerr, et al, are defendants, being case numbered 9221, and after first having given due notice of the time and place of said sale; and

WHEREAS, in pursuance of said order of the said Court, and of the laws of the State of Oregon and for and in consideration of the sum of forty-seven and 87/100 Dollars, lawful money of the United States of America to me in hand paid, the receipt whereof is hereby acknowledged, together with the amount of all subsequent years taxes, interest, penalties and costs due on said property, I have this day sold to George Gothro the following described real estate, which is particularly described as follows, to-wit:

The S $\frac{1}{2}$ NW $\frac{1}{4}$ -N $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1, township 30 south, Range 10 West of the Willamette Meridian, sold for the sum of \$47.87. in the County of Coos and State of Oregon, the said George Gothro being the best bidder at said sale for the said tract and the said tract being the least quantity bid and the respective sum above mentioned for which the respective tract was sold, being the best bid at said sale.

NOW THEREFORE, know ye, that I, H. E. Hess, Sheriff of said County of Coos, State of Oregon in consideration of the premises and by virtue of the statutes of the State of Oregon, in such cases made and provided, do hereby grant, bargain, sell and convey unto George Gothro, his heirs and assigns forever, the said real estate hereinbefore described as fully and completely as the said party of the first part can by virtue of the premises convey the same.

Given under my hand officially this 18th day of August, A.D. 1930.

Recorded Aug 23, 1930, 4:45 P.M.  
Robt. R. Watson, County Clerk

H. E. Hess  
Sheriff of Coos County, Oregon

42208- KNOW ALL MEN BY THESE PRESENTS, That we, W. A. Doss and Agnes Doss, his wife, of Portland, State of Oregon, in consideration of Ten 00/100 Dollars to them paid by John Dormaier and Cora Dormaier, his wife, of Portland, State of Oregon, have bargained and sold and by these presents do grant, bargain, sell and convey unto said John Dormaier and Cora Dormaier, their heirs and assigns, all the following bounded and described real property situated in the County of Coos and State of Oregon:

Lots Thirteen (13), fourteen (14) and Fifteen (15), in Block Forty-three (43) in the City of North Bend, Oregon, according to the plat on file and of record in Coquille, Oregon, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and also all their estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD the above described and granted premises unto the said John Dormaier and Cora Dormaier, his heirs and assigns forever. And W. A. Doss and Agnes Doss, grantors above named do covenant to and with John Dormaier and Cora Dormaier, the above named grantee, their heirs and assigns that they are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances except about \$2350. taxes and street assessments also interest and penalties thereon and that they will and their heirs, executors and administrators shall warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever except as above stated.

D-111



TITLE REPORT

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

---

**STATUS OF RECORD TITLE**

First American Title Insurance Company  
11175 Azusa Ct.  
Rancho Cucamonga, CA 91730  
Your Reference No. NCS-970590-COO

November 10, 2020  
Title Number: 421865AM  
Title Officer: Teddi Underhill  
Fee: \$400.00

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

See attached Exhibit 'A'

**Vestee:**

**Weyerhaeuser Company, a Washington Corporation**

and dated as of **November 6, 2020** at 7:30 a.m.

**Said property is subject to the following on record matters:**

1. Taxes assessed under Code No. 4101 Account No. 1245100 Map No. 30-12W-00-00200  
The 2020-2021 Taxes: \$1,418.17, plus interest, unpaid.
2. The assessment roll and the tax roll disclose that the premises herein described were specially assessed as Forest Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last five (5) or lesser number of years in which the land was subject to the special land use assessment.
3. Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high water line of unnamed creeks, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of unnamed creeks.

All matters arising from any shifting in the course of unnamed creeks including but not limited to accretion, reliction and avulsion.

4. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as reserved in instrument:

Recorded: September 12, 1956  
Book 253, Page 406  
Instrument No.: [1615](#)

Re-recorded: October 12, 1956  
Book: 254, Page: 122  
Instrument No.: [2184](#)

**5. Reservation of Mineral Rights, including the terms and provisions contained therein, in deed.**

Recorded: September 12, 1956

Book: 253, Page 406

Instrument No.: [1615](#)

The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

Re-recorded: October 12, 1956

Book: 254, Page: 122

Instrument No.: [2184](#)

**6. Right of Way Agreement, including the terms and provisions thereof,**

Recorded: February 13, 1978

Instrument No.: [78-3-00285](#)

By and Between: International Paper Company and Georgia-Pacific Corporation, a Georgia corporation

Amended by instrument,

Recorded: August 18, 1993

Instrument No.: [93-08-0803](#)

Amended by instrument,

Recorded: November 11, 2011

Instrument No.: [2011-8860](#)

Amended by instrument,

Recorded: March 5, 2012

Instrument No.: [2012-1707](#)

**7. Reciprocal Right of Way and Road Use Agreement, including the terms and provisions thereof,**

Recorded: December 16, 1993

Instrument No.: [93-12-0636](#)

By and Between: Seneca Timber Company and Georgia-Pacific Corporation

Amended by instrument,

Recorded: March 16, 2009

Instrument No.: [2009-2338](#)

**8. Easement Agreement, including the terms and provisions thereof,**

Recorded: June 15, 1998

Instrument No.: [1998-51924](#)

Between: Georgia-Pacific West, Inc., d/b/a The Timber Company, an Oregon corporation

And: Lone Rock Timber Company, a Washington corporation authorized to do business in the State of Oregon; Juniper Properties Limited Partnership, Lone Rock Timber Co., a General Partner; Umpqua Growth Limited Partnership, Lone Rock Timber Co., a limited partner

Amended by instrument,

Recorded: June 26, 2003

Instrument No.: [2003-9359](#)

Amended by instrument,

Recorded: August 25, 2010

Instrument No.: [2010-7784](#)

**9. Unrecorded Leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term.**

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

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

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

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



**EXHIBIT 'A'**

**Government Lot 4; the Northwest quarter of the Southeast quarter; the North half of the Southwest quarter; the South half of the Northwest quarter, in Section 1, Township 30 South, Range 10 West, Willamette Meridian, Coos County, Oregon.**

**"FOR INFORMATIONAL PURPOSES ONLY, THE FOLLOWING IS INCLUDED"**

**30-10W-00-00200 (portion)**

# STATEMENT OF TAX ACCOUNT

COOS COUNTY TAX COLLECTOR

COOS COUNTY COURTHOUSE

COQUILLE, OREGON 97423

(541) 396-7725

10-Nov-2020

Tax Account #	1245100	Lender Name	WEY - WEYERHAEUSER TIMBER SV
Account Status	A	Loan Number	
Roll Type	Real	Property ID	4101
Situs Address		Interest To	Nov 15, 2020

## Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,418.17	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,337.77	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,302.71	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,272.54	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,236.98	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,238.48	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,232.31	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,163.18	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,133.98	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,669.71	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,530.60	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,418.07	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,400.99	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,245.76	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,144.12	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,070.11	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,850.49	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,746.41	Nov 15, 2003
<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$49,412.38</b>	

# COOS County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2020

November 10, 2020 6:26:50 am

Account #	1245100	Tax Status	ASSESSABLE
Map #	30S1000000200	Acct Status	ACTIVE
Code - Tax #	4101-1245100	Subtype	NORMAL
Legal Descr	See Record		
Mailing Name	WEYERHAEUSER COMPANY	Deed Reference #	See Record
Agent		Sales Date/Price	See Record
In Care Of	C/O TAX DEPARTMENT DAWN BYERS	Appraiser	
Mailing Address	220 OCCIDENTAL AVE S SEATTLE, WA 98104-3120		

Prop Class	650	MA	SA	NH	Unit
RMV Class	600	05	22	RRL	22473-2

Situs Address(s)		Situs City						
Code Area	RMV	MAV	Value Summary		MSAV	RMV Exception	CPR %	
			AV	SAV				
4101	Land	260,928				Land	0	
	Impr.	0				Impr.	0	
<b>Code Area Total</b>		260,928	0	160,926	260,928	160,926	0	
<b>Grand Total</b>		260,928	0	160,926	260,928	160,926	0	

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			LUC	Trended RMV	
						TD%	LS	Size			
4101	30	<input checked="" type="checkbox"/>		F	Designated Forest Land	100	A	120.65	FB	006*	115,244
4101	40	<input checked="" type="checkbox"/>		F	Designated Forest Land	100	A	149.00	FC	006*	119,469
4101	70	<input checked="" type="checkbox"/>		F	Designated Forest Land	100	A	80.00	FF	006*	26,215
<b>Grand Total</b>								349.65			260,928

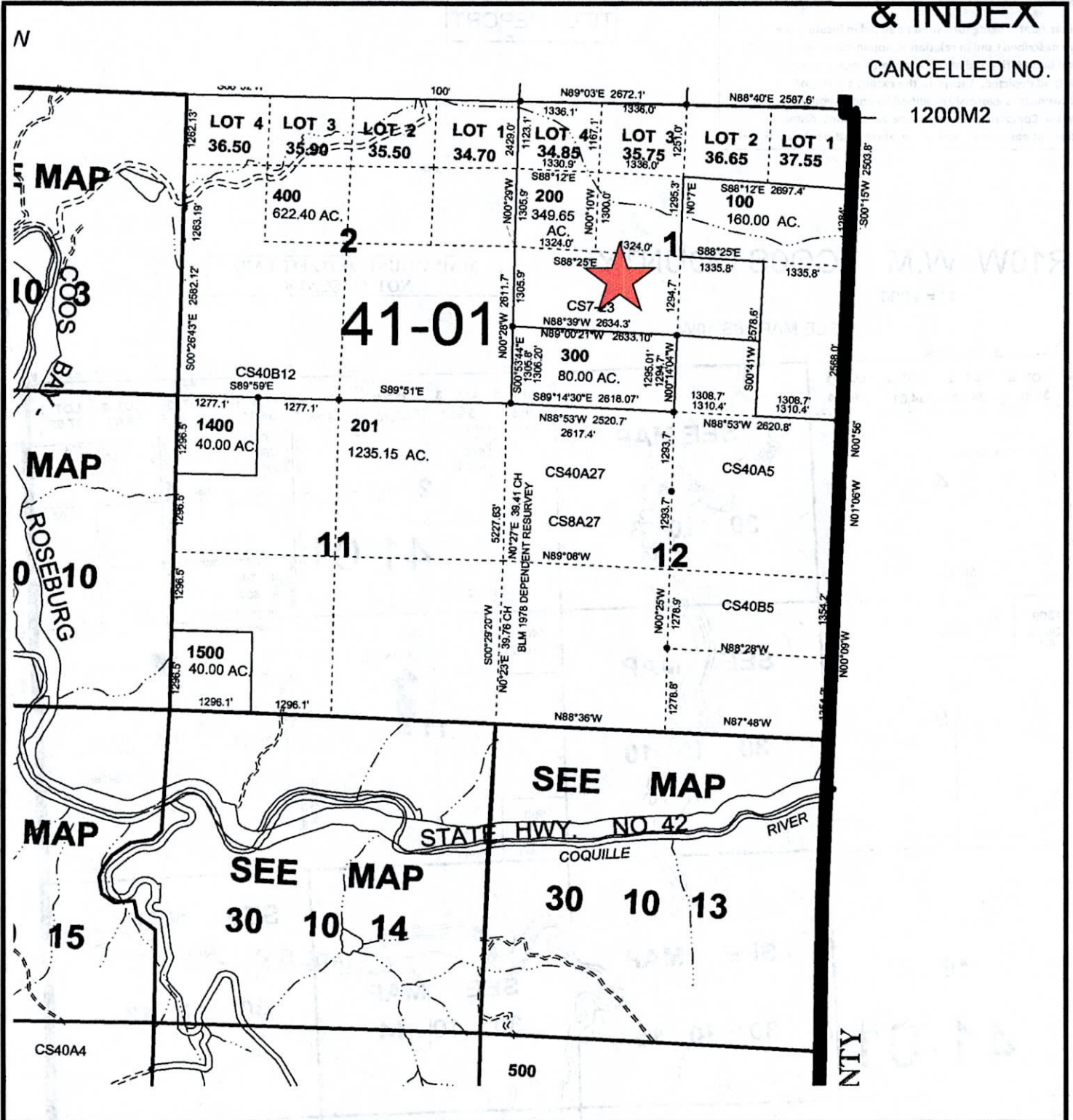
Code Area	Yr ID#	Stat Built	Class	Description	Improvement Breakdown		Total	Ex% MS	Acct #	Trended RMV
					TD%	Sq. Ft.				
<b>Grand Total</b>										0

Code Area	Type	Exemptions/Special Assessments/Potential Liability								
<b>NOTATION(S):</b>										
■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST										

**& INDEX**

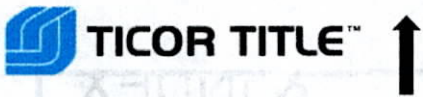
CANCELLED NO.

1200M2



Portion of Tax Lot 200, Only Government Lot 4; the NW 1/4 of the SE 1/4; the North 1/2 of the SW 1/4 and the South 1/4 of the NW 1/4

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



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.

**TITLE REPORT**

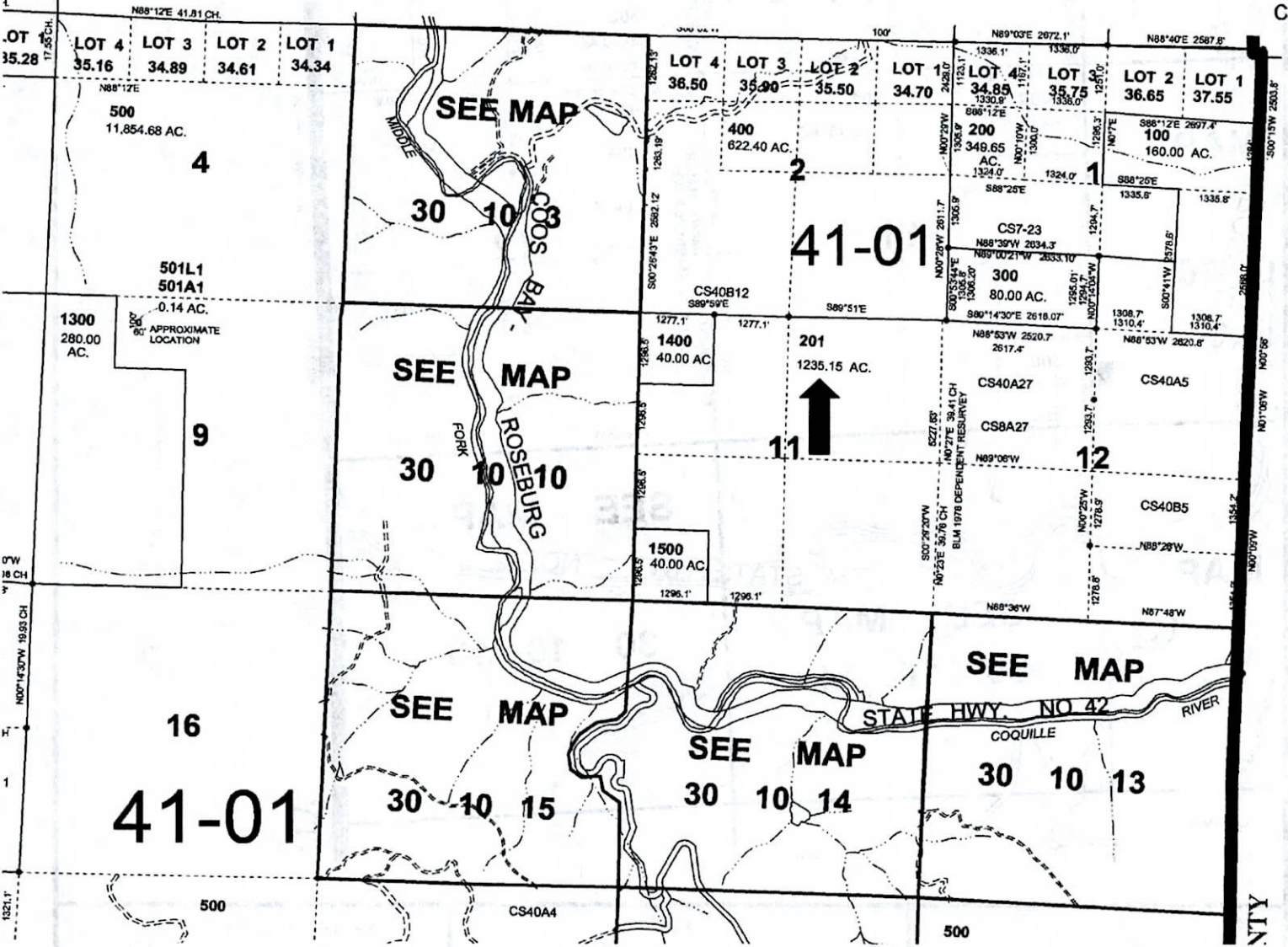
OS R10W W.M. COOS COUNTY

1" = 2000'

MAP ADJUSTED TO FIT PAPER  
NOT TO SCALE

30S  
& IN  
CANCE  
12C

SEE MAP 28S 10W



**41-01**

**41-01**



NTY

TITLE REPORT

Topographic Company of WI  
Office No. 38082-0282

THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

### T30S R10W W.M. COOS COUNTY

MAP ADJUSTED TO FIT PAPER  
NOT TO SCALE

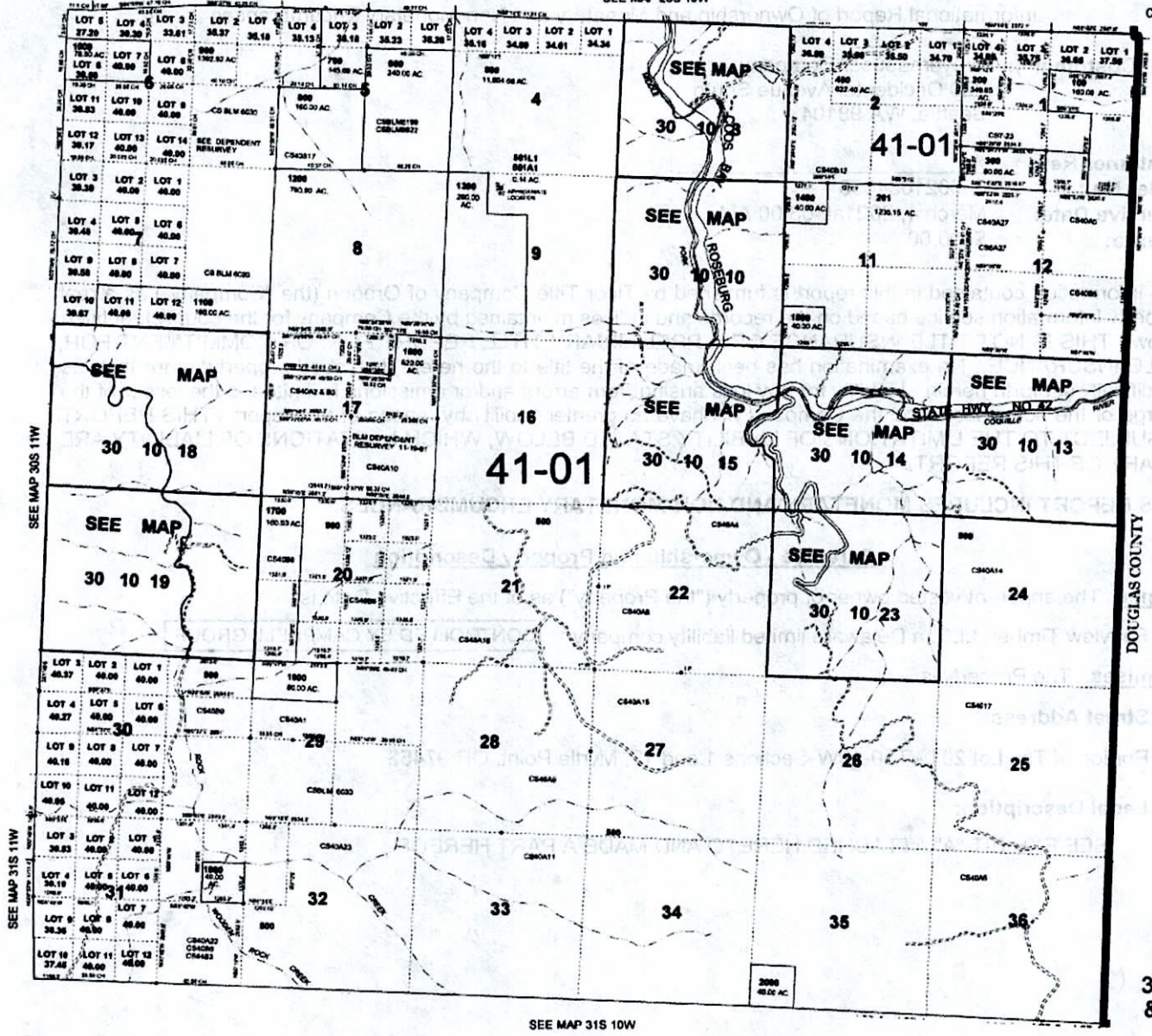
30S 10W  
& INDEX

1" = 2000'

SEE MAP 28S 10W

CANCELLED NO.

1200M2



SEE MAP 30S 11W

SEE MAP 31S 11W

DOUGLAS COUNTY

SEE MAP 31S 10W

03-06-2012  
30S 10W  
& INDEX

TITLE REPORT



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"):** Weyerhaeuser Company  
220 Occidental Avenue South  
Seattle, WA 98104

**Customer Ref.:** \_\_\_\_\_  
**Order No.:** 360621034655  
**Effective Date:** March 1, 2021 at 08:00 AM  
**Charge:** \$400.00

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:

Fairview Timber, LLC, a Delaware limited liability company CONTROLLED BY CAMPBELL GROUP

**Premises.** The Property is:

**(a) Street Address:**

Portion of Tax Lot 201 - T30-10W-Sections 1 and 12, Myrtle Point, OR 97458

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

Recording Date: September 12, 1956  
Recording No: Book 253, Page 406

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

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

Recording Date: September 12, 1956  
Recording No: Book 253, Page 406

3. Easement(s) and rights incidental thereto as reserved in a document;

Reserved by: Coos County  
Recording Date: September 12, 1956  
Recording No: Book 253, Page 406

Amendment(s)/Modification(s) of said easement

Recording Date: October 12, 1956  
Recording No: Book 254, Page 122

Amendment(s)/Modification(s) of said easement

Recording Date: October 26, 1956  
Recording No: Book 254, Page 356

4. Right-of-Way and Road Use Agreement

Executed by: Evans Products Company and the United States of America  
Recording Date: September 28, 1960  
Recording No.: Book 281, Page 158

Amendment(s)/Modification(s) of said agreement

Recording Date: April 4, 1962  
Recording No: Book 292, Page 102

Amendment(s)/Modification(s) of said agreement

Recording Date: June 3, 2004  
Recording No: 2004-7603

Amendment(s)/Modification(s) of said agreement



Recording Date: January 15, 2008  
Recording No: 2008-451

**Amendment(s)/Modification(s) of said agreement**

Recording Date: June 16, 2010  
Recording No: 2010-5317

**Amendment(s)/Modification(s) of said agreement**

Recording Date: April 28, 2011  
Recording No: 2011-3217

**An assignment of O & C Logging Road Right-of-Way Permit:**

Assignee: Pacific West Timber Company (Oregon) LLC  
Recording Date: October 8, 2015  
Recording No.: 2015-09100

**5. Right-of-Way Agreement**

Executed by: Georgia-Pacific Corporation and Roseburg Lumber Co.  
Recording Date: February 14, 2003  
Recording No.: 2003-2068

Dated May 25, 1977

**Amendment(s)/Modification(s) of said agreement**

Recording Date: July 17, 1998  
Recording No: 1998-53928

**6. Right-of-Way Agreement**

Executed by: International Paper Company and Georgia-Pacific Corporation  
Recording Date: February 13, 1978  
Recording No.: 78-3-00285

**Amendment(s)/Modification(s) of said agreement**

Recording Date: August 18, 1993  
Recording No: 93-08-0803

**7. Easement Agreement**

Executed by: Georgia-Pacific West, Inc. d/b/a/ The Timber Company, Lone Rock Timber Company, Juniper Properties Limited Partnership. Lone Rock Timber Co. and Umpqua Growth Limited Partnership  
Recording Date: June 15, 1998  
Recording No.: 1998-51924

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

Entitled: Special Warranty Deed  
Recording Date: November 4, 2011

Ticor Title Company of Oregon  
Order No. 360621034655

Recording No: 2011-8857

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

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

Entitled: Special Warranty Deed  
Recording Date: November 4, 2011  
Recording No: 2011-8857

10. Please be advised that our search did not disclose any open Deeds of Trust of record.

**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**

The SW 1/4 of the SE 1/4 in Section 1, The N 1/2 of the NW 1/4, the NW 1/4 of the NE 1/4 and the SW 1/4 of the NW 1/4 in Section 12, all in Township 30 South, Range 10 West of the Willamette Meridian, Coos County, Oregon.

End of Reported Information

**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.

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

**RECORDING COVER SHEET**

(Per ORS 205.234 or ORS 205.244)

This cover sheet has been prepared by the person presenting the attached Instrument for recording. Any errors in this cover sheet do not effect the Transaction(s) contained in the instrument itself

This space reserved for use by the County Recording Office

**After recording return to: First American Title Insurance Company,**

**1) Title(s) of Transaction(s)** ORS 205.234(a)Special Warranty Deed

**2) Direct Party/Grantor(s) and address** ORS 205.125(1)(b) and ORS 205.160  
Plum Creek Timberlands, L.P., a Delaware Limited Partnership, 999 Third Avenue, Ste 4300, Seattle, WA 98104

**3) Indirect Party/Grantee(s) and address** ORS 205.125(1)(a) and ORS 205.160  
Pacific West Timber Company (Oregon) LLC, a Delaware Limited Liability Company, c/o The Campbell Group, LLC, One SW Columbia, Ste 1700, Portland, Oregon 97208

**3a) Trustee and address, if any**

**4) True and Actual Consideration** ORS 93.030  
**\$59,914,800.00**

**5) Send Tax Statements to:**  
Pacific West Timber Company (Oregon), LLC, c/o The Campbell Group, LLC, One SW Columbia, Ste 1700, Portland, Oregon 97208

: If this box is checked, then below applies:

If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "Rerecorded at the request of First American Title to delete exceptions 430 & 431 on page 71 of 95, previously recorded November 4, 2011 as Fee Number 2011-8857, Records of Coos County, Oregon."

(Legal description if corrected is attached to included certified document of the original.)

PACIFIC WEST  
OWNERSHIP

AFTER RECORDING RETURN TO:

First American Title Insurance Company  
Six Concourse Parkway, Suite 2000  
Atlanta, GA 30328  
Attn: Vicky Griffin

RECORDED BY  
FIRST AMERICAN TITLE  
1743083

TAX STATEMENTS SHALL BE SENT TO:

PACIFIC WEST TIMBER COMPANY (OREGON),  
LLC  
c/o The Campbell Group, LLC  
One S.W. Columbia, Suite 1700  
Portland, Oregon 97208

SPECIAL WARRANTY DEED

PLUM CREEK TIMBERLANDS, L.P., a Delaware limited partnership, whose address is 999 Third Avenue, Suite 4300, Seattle, Washington 98104 ("**Grantor**"), does hereby, convey and specially warrant to PACIFIC WEST TIMBER COMPANY (OREGON), LLC, a Delaware limited liability company, whose address is c/o The Campbell Group, LLC, One S.W. Columbia, Suite 1700, Portland, Oregon 97208 ("**Grantee**"), the real properties located in Coos County, Oregon, legally described on **Exhibit "A"** attached hereto and incorporated herein by this reference as though fully set forth (the "**Property**"), free of encumbrances created or suffered by the Grantor except as specifically set forth herein. This conveyance is made by Grantor and accepted by Grantee subject to the exceptions to title set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference. The true consideration for this conveyance is \$59,914,800.00.

(A) This conveyance expressly excepts, excludes, and reserves unto Grantor, its successors and assigns, the Reserved Minerals, Oil and Gas (as defined in **Exhibit "D"** attached hereto) but subject to the terms, conditions, restrictions and liabilities set forth in **Exhibit "D"** attached hereto; PROVIDED HOWEVER, the foregoing reservation expressly excludes all sand, clay, gravel, aggregate, granite, stone, rock, including without limitation decorative rock and rock of a unique character.

(B) This conveyance expressly excepts, excludes and reserves unto Grantor, its successors and assigns, the Reserved Wind Energy Development (as defined in **Exhibit "E"** attached hereto) on the surface of that portion of the Property described on **Exhibit "B"** attached hereto

and incorporated herein by this reference as though fully set forth (the "*Wind Properties*"), but subject to the terms, conditions, restrictions, payments and liabilities set forth in **Exhibit "E"** attached hereto (the "*Wind Energy Development Reservation*").

(C) The rights and privileges excepted and reserved in connection with Reserved Mineral, Oil and/or Gas shall be deemed as covenants running with the Property and in all respects appurtenant to the Reserved Minerals, Oil and Gas estates now owned or hereinafter acquired.

(D) The rights and privileges herein conveyed to the Surface Owner (including the obligations of the Mineral Owner or its Lessee) in connection with Mineral, Oil and/or Gas Operations shall be deemed as covenants running with the Property and in all respects appurtenant to the Property for the benefit of the Grantee and its successors in title to all or any portion of the Property.


(E) The rights and privileges excepted and reserved in connection with Reserved Wind Energy Development shall be deemed as covenants running with the Property and in all respects appurtenant to the Reserved Wind Energy Development estates now owned or hereinafter acquired.

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

Executed this 27<sup>th</sup> day of October, 2011.

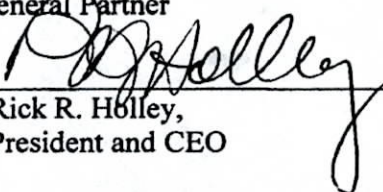
GRANTOR:

Attest:  
By

  
Sheri L. Ward,  
Assistant Secretary

PLUM CREEK TIMBERLANDS, L.P.  
By Plum Creek Timber I, L.L.C.  
Its General Partner

By

  
Rick R. Holley,  
President and CEO



ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
 )ss  
COUNTY OF KING )

On this 27<sup>th</sup> day of October, 2011, before me personally appeared Rick R. Holley and Sheri L. Ward, to me known to be the President and CEO and the Assistant Secretary, respectively, of Plum Creek Timber I, L.L.C., general partner of Plum Creek Timberlands, L.P., the limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the limited partnership and that the seal affixed is the seal of said limited partnership.

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



Paul A. Hill II

Notary Public in and for the  
State of Washington  
Residing at Seattle  
My Commission Expires: 10/29/2014  
Printed Name: Paul A. Hill II

**EXHIBIT A TO DEED**

**Legal Description of Property**

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

**[The approved legal descriptions from the updated title commitment are to be added]**

**Exhibit "A"**

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

**Parcel 1 (Map No. 26-11-21 TL 500, Property ID 450700)**

Township 26 South, Range 11 West  
Section 21: NE1/4SW1/4 and S1/2SW1/4

**Parcel 2 (Map No. 26-11-00 TL 700, Property ID 450900)**

Township 26 South, Range 11 West  
Section 22: ALL  
Section 23: N1/2 and SW1/4  
Section 24: ALL  
Section 26: ALL  
Section 27: ALL

**Parcel 3 (Map No. 26-11-28 TL 100, Property ID 453300)**

Township 26 South, Range 11 West  
Section 28: NE1/4, NE1/4NW1/4, NE1/4SW1/4, S1/2SW1/4 and N1/2SE1/4

**Parcel 4 (Map No. 26-11-29 TL 1400, Property ID 454600)**

Township 26 South, Range 11 West  
Section 29: SW1/4NW1/4, W1/2SW1/4, SE1/4SW1/4, NW1/4SE1/4 and the S1/2SE1/4;  
Less and Except the following described parcels:

1. Parcel conveyed to James M Brewer et ux in Book 250, Page 473, Deed Records of Coos County, Oregon, described as follows: Beginning at a 1/4 inch iron pipe on the East side of the County Road at a point North 88° East 68.87 feet from the Northwest corner of the SE1/4 of the SE1/4 of said Section 29; thence South 14° 52' East along the East line of said County Road 81.7 feet to an iron pipe; thence South 35° 03' East along said County Road 300 feet to an iron pipe; thence South 16° 45' East along said County Road 84.82 feet to an iron pipe; thence North 55° 25' East to the center of the North Fork of the Coquille River; thence up stream to a point on the North boundary of the said SE1/4SE1/4; thence South 88° West along said North boundary to the point of beginning.

2. Parcel conveyed to Sylvan Brooks et ux in Book 285, Page 326 Deed Records of Coos County, Oregon, described as follows: Beginning at a 5/8 inch iron rod set on the West edge of the traveled portion of the County Road, said rod being 481.2 feet South and 261.2 feet East of a 1 inch iron pipe marking the approximate center of the SE1/4 of said Section 29; thence South 84° 52' West 200 feet to a 5/8 inch iron rod; thence North 27° 38' West 199.45 feet to a 5/8 inch iron rod, thence continuing North 27° 38' 356 feet, more or less, to the North boundary of the SW1/4SE1/4 of said Section 29; thence East along the 1/16 Section line 256 feet, more or less, to the center of the County Road, thence Southerly along the center of said road to a point 9 feet North 84° 52' East from the point of beginning; thence South 84° 52' West 9 feet to the point of beginning.

**Parcel 48 (Map No. 28-14-02 TL 200, Property ID 939100)**

Township 28 South, Range 14 West

Section 02: Government Lots 1, 2, 3 and SW1/4NE1/4

**Parcel 49 (Map No. 29-10-00 TL 5200, Property ID 1075201)**

Township 29 South, Range 10 West

Section 26: S1/2

**Parcel 50 (Map No. 29-10-27 TL 900, Property ID 1076200)**

Township 29 South, Range 10 West

Section 27: SE1/4NE1/4, N1/2SE1/4 and SW1/4SE1/4

**Parcel 51 (Map No. 29-10-00 TL 5800, Property ID 1078800)**

Township 29 South, Range 10 West

Section 32: NE1/4NE1/4

**Parcel 52 (Map No. 29-10-34 TL 100,300, Property ID 1080400, 1080501)**

Township 29 South, Range 10 West

Section 34: E1/2, NE1/4NW1/4, S1/2NW1/4, and that portion of the SW1/4 lying Northerly and Easterly of the relocated Coos Bay-Roseburg State Highway No. 42.

**Parcel 53 (Map No. 29-10-00 TL 6000, Property ID 1081000)**

Township 29 South, Range 10 West

Section 35: Government Lot 3, S1/2NW1/4 and NW1/4SW1/4

**Parcel 54 (Map No. 30-10-00 TL 200, Property ID 1245100)**

Township 30 South, Range 10 West

Section 01: SW1/4SE1/4

**and (Map No. 30-10-00 TL 200, Property ID 1245100)**

Township 30 South, Range 10 West

Section 11: E1/2, E1/2W1/2, NW1/4SW1/4 and SW1/4NW1/4

**and (Map No. 30-10-00 TL 200, Property ID 1245100)**

Township 30 South, Range 10 West

Section 12: ALL

**Parcel 55 (Map No. 30-10-03 TL 200, Property ID 1246400)**

Township 30 South, Range 10 West

Section 03: Government Lot 3, lying East of the relocated Coos Bay-Roseburg State Highway No. 42.

**Parcel 56 (Map No. 30-10-10 TL 100, Property ID 1250200)**

Township 30 South, Range 10 West

Section 10: That portion of the E1/2 lying East of the relocated Coos Bay-Roseburg State Highway No. 42.

RE-RECORDED

**FILED FOR RECORD AT THE REQUEST OF:**  
Weyerhaeuser Company  
ATTN: Land Title Dept.  
220 Occidental Avenue South  
Seattle, WA 98104

---

**Type of Document:** Correction to Statutory Special Warranty Deed

**Reference Number(s) of Document(s) Assigned or Released:** 2017-03170

**Grantor(s):**

Weyerhaeuser Company, a Washington corporation,  
as successor by merger to Plum Creek Timberlands,  
L.P., a Delaware limited partnership

**Grantee(s):**

Weyerhaeuser Company, a Washington corporation

**WYCORP**  
THIS DOCUMENT IS RECORDED  
AS A COURTESY ONLY.  
FIRST AMERICAN TITLE INSURANCE CO.  
ASSUMES NO LIABILITY FOR  
SUFFICIENCY, VALIDITY OR ACCURACY

**WEYERHAEUSER  
OWNERSHIP**

**CORRECTION TO STATUTORY SPECIAL WARRANTY DEED AT THE REQUEST OF  
JORENE SMITH (COOS COUNTY ASSESSORS OFFICE), TO CORRECT THIS STATUTORY  
SPECIAL WARRANTY DEED, PREVIOUSLY RECORDED AS INSTRUMENT 2017-03170.**

**After recording return to:  
Weyerhaeuser Company  
220 Occidental Ave South  
Seattle, WA 98104  
Attention: Law Department**

**GRANTOR: Weyerhaeuser Company, as  
successor by merger to Plum Creek  
Timberlands, LP**

**GRANTEE: Weyerhaeuser Company**

This space reserved for recorder's use.

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

**Weyerhaeuser Company  
220 Occidental Ave South  
Seattle, WA 98104**

**Attn: Tax Department — Dawn Byers**

**THIS DOCUMENT IS RECORDED  
AS A COURTESY ONLY.  
FIRST AMERICAN TITLE INSURANCE CO.  
ASSUMES NO LIABILITY FOR  
SUFFICIENCY, VALIDITY OR ACCURACY**

**WYCORP**

**CORRECTION STATUTORY SPECIAL WARRANTY DEED**

WEYERHAEUSER COMPANY, a Washington corporation, as successor by merger to PLUM CREEK TIMBERLANDS, L.P., a Delaware limited partnership, whose address is 220 Occidental Ave South, Seattle, WA 98104, ("Grantor") conveys and specially warrants to WEYERHAEUSER COMPANY, a Washington corporation, ("Grantee") the real property in Coos County, Oregon, more particularly described on Exhibit A attached hereto and by this reference incorporated herein, free of encumbrances created or suffered by the Grantor, except for all easements, covenants, restrictions, title and survey exceptions and other matters of record affecting such real property.

A Certificate of Merger filed with the Washington Secretary of State as evidence of the merger of Plum Creek Timberlands, L.P, with and into Weyerhaeuser Company, effective September 28, 2016 is attached hereto as Exhibit B and incorporated herein by this reference.

The true consideration for this conveyance in terms of dollars is \$ -0-; however, the actual consideration consists of or includes other property or other value given or promised.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS

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

Executed this 21<sup>st</sup> day of August 2018.

GRANTOR:



WEYERHAEUSER COMPANY, a Washington corporation

By: James R. Johnston  
Printed Name: James R. Johnston  
Title: Vice-President

STATE OF WASHINGTON )  
COUNTY OF KING )

On this 21<sup>st</sup> day of August, 2018, before me personally appeared James R. Johnston to me known to be the Vice President of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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



Teresa Tillman  
Notary Public in and for the State of Washington  
Printed Name: Teresa Tillman  
Residing at: King County  
My appointment expires: Jan 05, 2021

**TOWNSHIP 29 SOUTH, RANGE 10 WEST, WILLAMETTE MERIDIAN:**

**Section 36:** Government Lots 1, 2, 6 and 7  
S1/2NE1/4  
E1/2SW1/4

**TOWNSHIP 29 SOUTH, RANGE 11 WEST, WILLAMETTE MERIDIAN:**

**Section 30:** NE1/4SE1/4

**TOWNSHIP 30 SOUTH, RANGE 10 WEST, WILLAMETTE MERIDIAN:**

**Section 1:** Government Lots 1, 2, 3 and 4  
S1/2NW1/4  
N1/2SW1/4  
NW1/4SE1/4

**Section 3:** W1/2SW1/4

**Section 4:** ALL

**Section 5:** Government Lots 1, 2 and 3  
SE1/4NW1/4

**Section 6:** Government Lots 6 and 7

**Section 8:** ALL

**Section 9:** E1/2

NE1/4NW1/4

**Section 10:** W1/2 except State Hwy 42 and that portion of the E1/2 lying westerly of the relocated Coos Bay-Roseburg State Highway No. 42

**Section 13:** S1/2N1/2 and S1/2 lying southerly of the relocated Coos-Bay-Roseburg State Highway No. 42

**Section 14:** S1/2NW1/4 lying south of the relocated Coos Bay-Roseburg State Highway No. 42  
SW1/4

**BONE MOUNTAIN LOGGING ROAD**

A strip of land 100 feet in width, being 50 feet on each side of the following described center line: Beginning at a point on the south boundary of the State Highway which lies 1165 feet North and 120 feet East, more or less, from the quarter section corner of Sections 14 and 15; thence as follows: South 49° 30' East 115.0 feet; South 61° 46' East 117.0 feet; South 68° 06' East 155.0 feet; thence by a 50° curve to the right a distance of 288.0 feet; thence South 75° 54' West 71.0 feet; thence by a 20° curve to the left a distance of 208.8 feet; thence South 75° 54' West 71.0 feet; thence by a 20° curve to the left a distance of 208.8 feet; thence South 34° 09' West 254.0 feet; thence by a 30° curve to the right a distance of 176.7 feet; thence South 87° 09' West 93.0



**RECORDING COVER SHEET**

**(Per ORS 205.234 or ORS 205.244)**

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any errors in this cover sheet do not effect the Transaction(s) contained in the instrument itself

Coos County, Oregon

**2021-00478**

**\$191.00 Pgs=22**

**01/14/2021 08:40 AM**

eRecorded by: FIRST AMERICAN TITLE INSURANCE COMPANY - NCS PORTLAND

Debbie Heller, CCC, Coos County Clerk

**After recording return to:**

**Vivek K. Chavan  
DLA Piper LLP (US)  
555 Mission Street, Suite 2400  
San Francisco, CA 94105**

**1) Title(s) of Transaction(s) ORS 205.234(a)**

Special Warranty Deed

**2) Direct Party/Grantor(s) and address ORS 205.125(1)(b) and ORS 205.160**

Pacific West Timber Company (Oregon) LLC, a Delaware limited liability company

**3) Indirect Party/Grantee(s) and address ORS 205.125(1)(a) and ORS 205.160**

Fairview Timber, LLC, a Delaware limited liability company

**3a) Trustee and address, if any**

N/A

**4) True and Actual Consideration ORS 93.030**

\$10.00

**5) Send Tax Statements to:**

Pacific West Timber Company (Oregon) LLC  
c/o Campbell Global, LLC  
1300 SW 5<sup>th</sup> Avenue, Suite 3200  
Portland, OR 97201

: If this box is checked, then below applies:

**If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "Rerecorded at the request of Grantor and Grantee to correct the legal description for Parcel 36 in Deed previously recorded on December 30, 2020 as Fee Number 2020-13061, records of Coos County, OR."**

**(Corrected Legal description for Parcel 36 is attached to the original recorded Deed.)**

First American Title Insurance Company NCS-979837-OR1

Unofficial Copy

**FAIRVIEW/  
CAMPBELL  
GLOBAL  
OWNERSHIP**

NCS 1020533

**After Recording, Return to:**  
Vivek K. Chavan  
DLA Piper LLP (US)  
555 Mission Street, Suite 2400  
San Francisco, CA 94105

Coos County, Oregon      **2020-13061**  
**\$181.00**    Pgs=20    12/30/2020 09:03 AM  
eRecorded by: FIRST AMERICAN TITLE INSURANCE  
COMPANY - NCS ATLANTA  
Debbie Heller, CCC, Coos County Clerk

**Tax statements shall be sent to:**  
PACIFIC WEST TIMBER COMPANY  
(OREGON) LLC  
c/o Campbell Global, LLC  
1300 SW 5th Avenue, Suite 3200  
Portland, Oregon 97201

**SPECIAL WARRANTY DEED**

PACIFIC WEST TIMBER COMPANY (OREGON) LLC, a Delaware limited liability company, whose address is c/o Campbell Global, LLC, 1300 SW 5th Avenue, Suite 3200, Portland, Oregon 97201 ("Grantor"), does hereby, convey and specially warrant to FAIRVIEW TIMBER, LLC, a Delaware limited liability company, whose address is c/o Campbell Global, LLC, 1300 SW 5th Avenue, Suite 3200, Portland, Oregon 97201 ("Grantee"), the real property located in Coos County, Oregon, legally described on Exhibit A attached hereto, less and except the property described on Exhibit B and Exhibit C attached hereto, and incorporated herein by this reference as though fully set forth (the "Property"), free of encumbrances created or suffered by the Grantor except as specifically set forth herein. The true consideration for this conveyance is Ten and No/100 Dollars (\$10.00).

The Property is hereby conveyed "as is" by the tract and not by the acre, the acreage not being guaranteed by Grantor, and is also conveyed subject to current and subsequent real estate taxes, the rights of any tenants or lessees, any persons in possession, all outstanding mineral rights or reservations, oil, gas or mineral leases, water districts, water rights, restrictions or reservations, roadways, rights of way, easements, any contracts purporting to limit or regulate the use, occupancy or enjoyment of the Property, and all matters affecting title to the Property, which, as of the date of this Deed, are disclosed by the public records, or which would be disclosed by a thorough physical inspection or an accurate survey of the Property.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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

FAIRVIEW  
CAMPBELL  
GLOBAL

THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this 17th day of December, 2020 and made EFFECTIVE as of the 31st day of December, 2020.

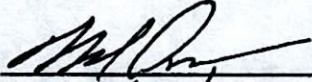
[SIGNATURE AND NOTARY ACKNOWLEDGEMENT APPEAR ON THE FOLLOWING PAGE]

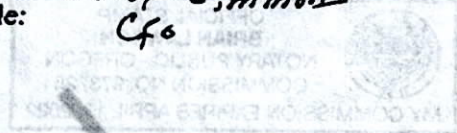
Unofficial Copy

**GRANTOR:**

**PACIFIC WEST TIMBER COMPANY  
(OREGON) LLC, a Delaware limited liability  
company**

**By: CAMPBELL GLOBAL, LLC,  
a Delaware limited liability company  
Its Manager**

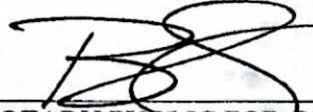
By:   
Name: Mark S. Simons  
Title: Cfo



Unofficial  
Copy

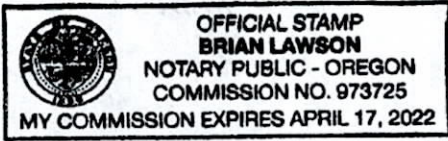
STATE OF OREGON )  
 ) ss.  
County of Multnomah )

This instrument was acknowledged before me this 22nd day of December, 2020, by Mark A. Simmons, Chief Financial Officer of Campbell Global, LLC, the Manager of Pacific West Timber Company (Oregon) LLC, a Delaware limited liability company, on behalf of the company.



NOTARY PUBLIC FOR OREGON

My Commission Expires: APRIL 17, 2022



Unofficial  
Copy

**EXHIBIT A TO SPECIAL WARRANTY DEED**

**Legal Description of Property**

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

**[See Attached]**

Unofficial  
Copy

Section 09 NE1/4, E1/2 NW1/4, 229.6 acres.

Parcel 48: State of Oregon, County of Coos, Ownership ID 8912, Township 28S, Range 14W, Section 02 Gov't Lots 1, 2, 3 and SW1/4 NE1/4, 128.2 acres.

Parcel 49: State of Oregon, County of Coos, Ownership ID 9141, Township 29S, Range 10W, Section 26 Frac. S1/2, 322.3 acres.

Parcel 50: State of Oregon, County of Coos, Ownership ID 9128, Township 29S, Range 10W, Section 27 SE1/4 NE1/4, N1/2SE1/4 and SW1/4 SE1/4, 162 acres.

Parcel 51: State of Oregon, County of Coos, Ownership ID 9129, Township 29S, Range 10W, Section 32 Frac NE1/4 NE1/4, 40.2 acres.

Parcel 52: State of Oregon, County of Coos, Ownership ID 8839, Township 29S, Range 10W, Section 34 E1/2, NE1/4 NW1/4 and S1/2 NW1/4, that portion of the SW1/4 lying northerly and easterly of the relocated Coos Bay-Roseburg State Highway No. 42, 540.1 acres.

Parcel 53: State of Oregon, County of Coos, Ownership ID 9011, Township 29S, Range 10W, Section 35, Gov't Lot 3, S1/2 NW1/4 and NW1/4 SW1/4, 163.5 acres.

Parcel 54: State of Oregon, County of Coos, Ownership ID 9015, Township 30S, Range 10W, Section 01 SW1/4 SE1/4, 39 acres.

Parcel 55: State of Oregon, County of Coos, Ownership ID 9081, Township 30S, Range 10W, Section 03 Gov't Lot 3, lying East of the relocated Coos Bay-Roseburg State Highway No. 42, 28.4 acres.

Parcel 56: State of Oregon, County of Coos, Ownership ID 8901, Township 30S, Range 10W, Section 10 E1/2 lying East of the relocated Coos Bay-Roseburg State Highway No. 42, 273.5 acres.

Portion of Parcel 54: State of Oregon, County of Coos, Ownership ID 8926, Township 30S, Range 10W, Section 11 E1/2, E1/2 W1/2, NW1/4 SW1/4 and SW1/4 NW1/4, 556.1 acres.

Portion of Parcel 54: State of Oregon, County of Coos, Ownership ID 9228, Township 30S, Range 10W, Section 12 ALL, 639.5 acres.

Parcel 57: State of Oregon, County of Coos, Ownership ID 9264, Township 30S, Range 10W, Section 13, S1/2 N1/2 lying North of the relocated Coos-Bay-Roseburg State Highway No. 42, 39 acres.

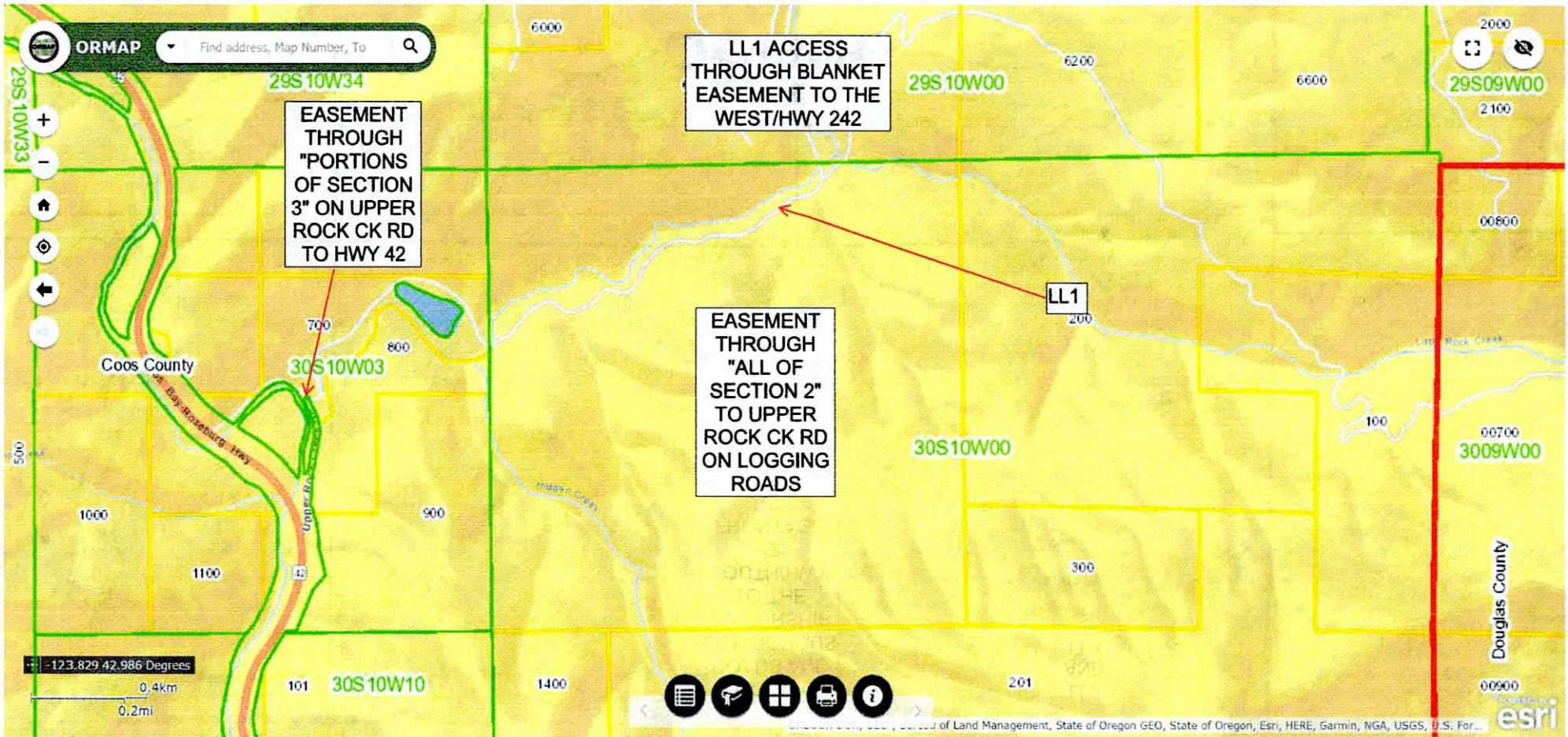
Parcel 58: State of Oregon, County of Coos, Ownership ID 9017, Township 30S, Range 10W, Section 14; N 1/2 LYING NORTH OF THE RELOCATED COOS BAY-ROSEBURG STATE HIGHWAY NO. 42.

Parcel 59: State of Oregon, County of Coos, Ownership ID 9075, Township 30S, Range 10W, Section 15 NE1/4 lying North and East of the relocated Coos Bay-Roseburg State Highway No. 42, 60.6 acres.

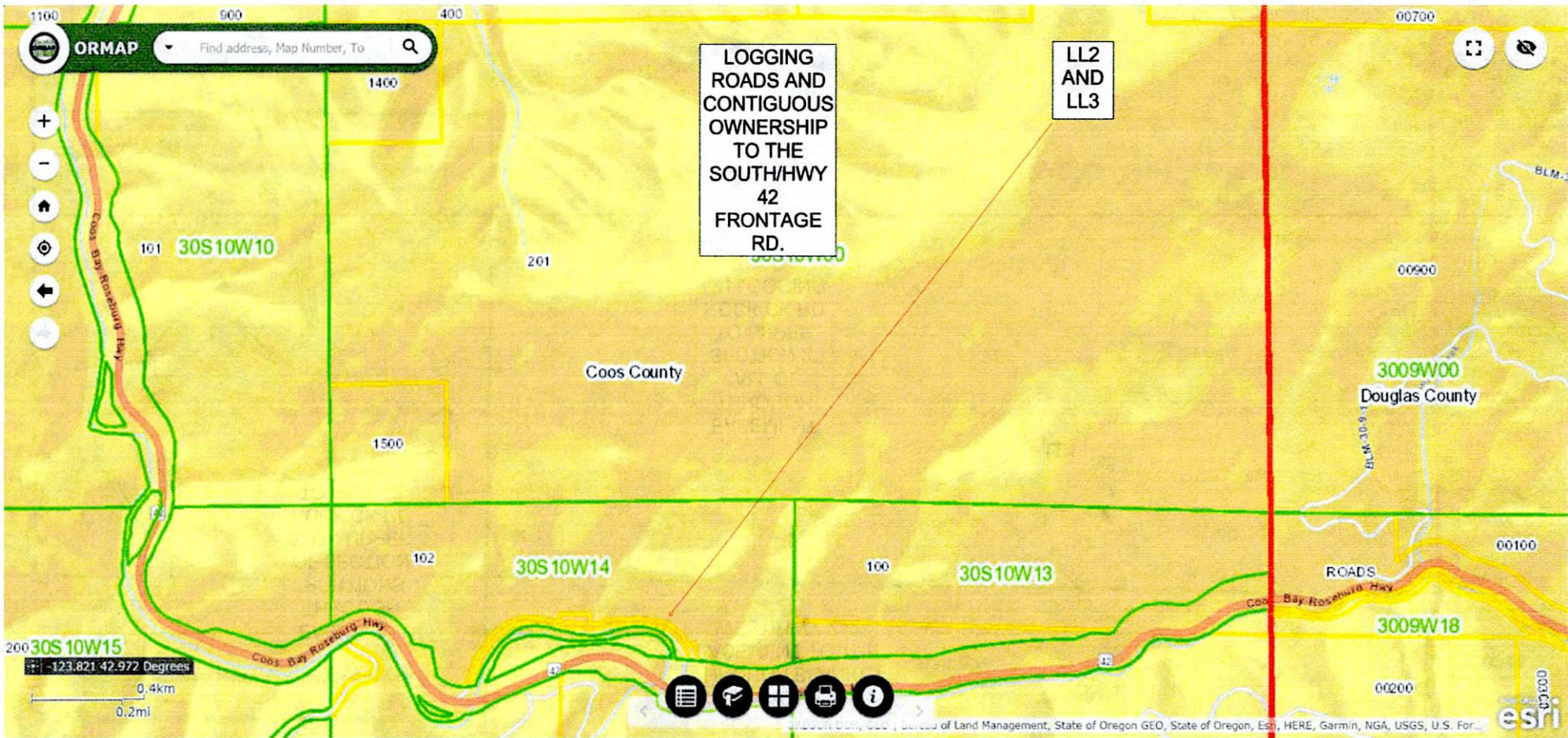
Parcel 60: State of Oregon, County of Coos,

An Easement including the terms and provisions thereof, as set forth in the following recorded documents:

(a) Easement Exchange between Rex Timber, Inc., an Oregon Corporation and Menasha Corporation, a Wisconsin Corporation, as disclosed by Instrument recorded May 26, 1983 as microfilm no. 83-2-3429, Records of Coos County, Oregon. (Affects Parcel 1)







LOGGING  
ROADS AND  
CONTIGUOUS  
OWNERSHIP  
TO THE  
SOUTH/HWY  
42  
FRONTAGE  
RD.

LL2  
AND  
LL3

101 30S10W10

201

Coos County

1500

102

30S10W14

100

30S10W13

3009W00  
Douglas County

00100

ROADS  
Coos Bay Roseburg Hwy

3009W18

00200

ORMAP Find address, Map Number, To

200 30S 10W15  
-123.821 42.972 Degrees  
0.4km  
0.2mi

esri

© 2009 Esri, Inc. All rights reserved. Coos County, Bureau of Land Management, State of Oregon GEO, State of Oregon, Esri, HERE, Garmin, NGA, USGS, U.S. For...

After Recording, Return to: Lone Rock Timber Co. (Attn: Debbie Lee)  
P.O. Box 1127  
Roseburg, Oregon 97470

1998 INSTRUMENT 98 02910

**EASEMENT PROVIDES ACCESS  
TO LEGAL LOT 1 FROM THE  
WEST FROM HIGHWAY 42**

**EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of May, 1998 by and between GEORGIA-PACIFIC WEST, INC. d/b/a THE TIMBER COMPANY, an Oregon corporation, and LONE ROCK TIMBER COMPANY, a Washington corporation authorized to do business in the State of Oregon; JUNIPER PROPERTIES LIMITED PARTNERSHIP, LONE ROCK TIMBER CO., General Partner; UMPQUA GROWTH LIMITED PARTNERSHIP, LONE ROCK TIMBER CO., a limited partner.

THE PARTIES MUTUALLY AGREE as follows:

1. This easement covers the real property controlled by LONE ROCK TIMBER COMPANY, identified as LONE ROCK TIMBER property on Exhibit "A", and the real property of GEORGIA-PACIFIC WEST, INC., identified as GEORGIA-PACIFIC WEST property on Exhibit "B", together with all other property which may be hereafter added to this agreement by a jointly executed supplement thereto. The same shall be called "The subject property". LONE ROCK TIMBER COMPANY hereby grants to GEORGIA-PACIFIC WEST, its successors and assigns, as to the LONE ROCK TIMBER property, and GEORGIA-PACIFIC WEST, hereby grants to LONE ROCK TIMBER COMPANY, its successors and assigns, as to the GEORGIA-PACIFIC WEST property a perpetual non-exclusive roadway easement being thirty (30) feet in width, with additional widths for cuts, fills and turnouts, the centerline of which is the centerline of the existing roadway as now exists on the subject property. The purpose of this easement is for general forest management activities, including, without limitation, timber and minerals, rock and slash removal, log hauling, tree planting, fire patrol, herbicide and fertilizer application. This easement is appurtenant to the subject property and is subject to all matters of public record. This easement is not appurtenant to any other property without the joint agreement of both parties thereto in writing.

2. Both parties agree that should either party desire to improve the existing roadways, or to construct any new roadways on the property of the other described in Exhibits "A" or "B", the party desiring to do so shall present a written proposal to the other party specifying the location, size and specification of the new roadway, together with a cruise and appraisal of all commercial forest products to be taken or damaged. The other party shall specify either its written approval, disapproval or requested modifications within sixty (60) days. Unless the parties hereto agree in writing to share the cost of improvements in advance of making such improvements, the cost shall be borne solely by the party desiring such improvement. The capital investment made by either party shall not constitute ownership of the real property involved in the right-of-way easement required for said improvement and shall belong to the party which owns the land on which the improvement is located. All parties understand that this provision does not grant either party any right to construct any new roadways on the property of the other unless prior written consent is obtained and such approval shall not be

06/15/1998 04:30 REC FEE: \$88.00  
COOS COUNTY, OR, DOROTHY TAYLOR - COUNTY CLERK

PAGE #: 0001 OF 0012  
INST#: 1998 51924 \*\*

1998 51924 0001 0000 0000

unreasonably withheld. A party may reasonably withhold consent because of the inefficiency of the proposed route, its interference with existing improvements or resources, its potential for excessive erosion or because of inadequate construction methods. The construction of any improvements shall be performed in accordance with the best road construction practices obtaining under similar circumstances and in compliance with all applicable laws and regulations including the obtaining of all necessary permits and the giving of all required notices.

3. No party hereto shall assign, transfer, or convey or in any manner alienate any right or interest acquired under this easement in the Road on land owned or controlled by the other party without the prior written consent of the party which owns or controls the land, unless it be a successor in interest to the lands benefited hereby. Nothing herein contained shall be construed or operate to prevent or preclude any party hereto from granting a license or permit to any third party to be utilized solely for the purpose of removing forest products from the lands owned or controlled by any party hereto.

4. Each party receiving this easement agrees that the party using the roadway shall maintain it in a continuous and timely manner. During periods of joint use, the maintenance shall be proportional with each party's use. Operations of one party shall not be conducted in such a manner as to prevent the use of the easement by the other party or cause unreasonable delays to be suffered by the other party.

5. The roadway shall be left in a condition equal to or better than its original condition when use was commenced by a party. The repair of any unusual damage to the road surface shall be the responsibility of the party causing the damage. All improvements to the road in excess of normal maintenance shall be at the expense of the improver unless there is a written agreement in advance, whereby both parties agree to share in the cost.

6. For purposes of this easement, maintenance is defined as the all work and materials necessary to ensure proper drainage and preservation of the roadway and associated improvements to the standard as of the date hereof throughout the period of use.

7. As to non-graveled portions of the roadway, each party shall, upon completion of use for any current logging season, waterbar said road, as needed, for erosion control.

8. As to each easement granted, the grantor retains ownership of any timber located therein.

9. Each party hereby covenants and agrees to protect, defend, indemnify, and save and hold the other party, its officers, partners, employees, agents, independent contractors, and property free, clear, and harmless from any and all liability, loss, cost, charges, liens, penalties, obligations, expenses, reasonable

attorney fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with or arising out of or by reason of any violation of law, rule, regulations, or ordinance by that party, its agents, employees, servants, contractors, permittees or licensees or by reason of any injury or damage; however occurring to any person or persons whomsoever or to the property of any kind whatsoever and to whomsoever belonging from any cause or causes whatsoever arising out of or in connection with the party's exercise of its rights under this easement, or the party, its agents, employees, servants, contractors, permittees, or licensees being in, on, or about the real property owned or controlled by the other party.

Without limiting the effect or the scope of the foregoing, a party's covenant and agreement of indemnity shall apply to damage or liability from fire which may either exist on or spread from the other party's real property, including real property in that party's care, custody, or control, and pay any and all costs and expenses in connection with or on account of the protection of the party's real property against fire or the suppression of any fire thereon.

10. Each party shall notify the other of its intended use of the easements granted herein for commercial hauling.

11. This agreement does not diminish rights of any other pertinent easement and/or right-of-way agreements already in affect between the two parties.

12. A party allowing a person to use the roads of the other party, which are the subject hereof, hereby guarantees the obligations for maintenance and indemnifies and holds the owner of the road harmless from such use.

13. While exercising any rights under this easement, each party shall, at its expense, procure and maintain in full force insurance covering both legally imposed and contractually assumed liability in the amount of \$1,000,000 per occurrence as follows: comprehensive general liability insurance for injury or death of persons and for damage to property; logger's broad form coverage on a legal liability basis (non-negligent form) for costs of fire suppression and losses or damage from fire and other causes arising out of or resulting from or in connection with the activities of the party, its employees, contractors, and others working or acting on behalf of the party; comprehensive automobile liability insurance for the injury or the death of persons and for damage to property covering all motor vehicles used by the party. The amount of insurance shall be increased by the parties' written stipulation.

14. The parties hereto shall require each of their permittee's, before using any of said roads on the lands of the other parties hereto for commercial purposes, to:

- a. Obtain and, during the terms of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and

customary in the area of said rights-of-way, insuring said permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

- (i) For log haulers and other miscellaneous users operating heavy trucks (over one ton), One Million Dollars (\$1,000,000.00) for injury to one person, One Million Dollars (\$1,000,000.00) for any one occurrence, and One Million Dollars (\$1,000,000.00) property damage for one occurrence; or
  - (ii) Such higher limits as the parties customarily require of other permittee's on their own lands.
- b. Have available upon request, a certificate from the insurer of said permittee certifying that coverage in not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give each party ten (10) days' written notice prior to any cancellation. Each party's certificate shall name the other party as an additional insured.
- c. It is mutually understood and agreed that Georgia-Pacific West Inc., may satisfy the requirements of this paragraph 14 through a program of self-insurance.

15. In the event of any suit, action or other litigation involving the terms of this easement, the prevailing party both in trial and appeal shall be entitled to reasonable attorneys' fee as fixed by the court. Time and specific performance are the essence of this easement agreement. In the event of breach, the non-breaching party may require performance by a suit for specific performance or where appropriate, through injunctive relief. These remedies shall be in addition to any other remedies allowed under Oregon law.

16. If any provision of this easement shall be deemed unenforceable or invalid, such unenforceability or invalidity shall not affect the enforceability of validity of any other provision of the Easement. The validity, meaning, enforceability, and effect of the Easement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Oregon without regard to Oregon law with respect to conflict of laws.

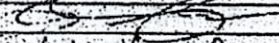
**DATED** as the day and year herein first above written.

Doc. 189559

-4-

IN WITNESS WHEREOF, the parties have executed this Grant of Easement.


**UMPQUA GROWTH LIMITED PARTNERSHIP  
LONE ROCK TIMBER, LIMITED PARTNER**

By:   
Its: Executive Vice President  
Lone Rock Timber Co

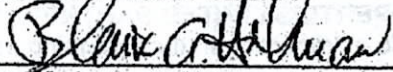
**LONE ROCK TIMBER COMPANY**

By:   
Its: Executive Vice President Robert E. Ragon

**JUNIPER PROPERTIES LIMITED  
PARTNERSHIP  
LONE ROCK TIMBER, GENERAL PARTNER**

By:   
Its: Executive Vice President Robert E. Ragon

**GEORGIA-PACIFIC WEST, INC.  
d/b/a THE TIMBER COMPANY**

  
By: Blair A. Holman  
Its: Resource Manager - Oregon Operations

PAGE #: 0005 OF 0012  
INST#: 1998 51924

06/15/1998 04:30 REC FEE: \$88.00  
COOS COUNTY, OR, DOROTHY TAYLOR - COUNTY CLERK

Doc. 109559

-5-

1998 51924 0005 0000 0000

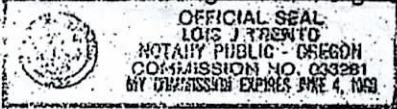
0001502

ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF DOUGLAS ) ss

APRIL 27 1998

Personally appeared the above named ROBERT E. RAGON AUTHORIZED TO SIGN FOR officer of FRED AND FRANCES SOHN REVOCABLE TRUST GENERAL PARTNER, UMPQUA GROWTH LIMITED PARTNERSHIP, LONE ROCK TIMBER CO., a limited partner and acknowledged the foregoing instrument to be its voluntary act and deed,

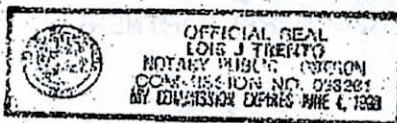


Before Me: Lois J. Trentino  
Notary Public of OREGON  
My Commissions Expires: 6-4-98

STATE OF OREGON )  
COUNTY OF DOUGLAS ) ss

APRIL 23 1998

Personally appeared the above named ROBERT E. RAGON officer of LONE ROCK TIMBER COMPANY, and acknowledged the foregoing instrument to be its voluntary act and deed,

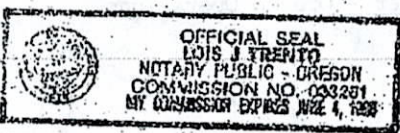


Before Me: Lois J. Trentino  
Notary Public of OREGON  
My Commissions Expires: 6-4-98

STATE OF OREGON )  
COUNTY OF DOUGLAS ) ss

APRIL 23 1998

Personally appeared the above named ROBERT E. RAGON officer of JUNIPER PROPERTIES LIMITED PARTNERSHIP, LONE ROCK TIMBER CO. General Partner, and acknowledged the foregoing instrument to be its voluntary act and deed,



Before Me: Lois J. Trentino  
Notary Public of OREGON  
My Commissions Expires: 6-4-98

06/15/1998 04:30 REC FEE: \$88.00  
COOS COUNTY, OR, DOROTHY TAYLOR - COUNTY CLERK

PAGE #: 0006 OF 0012  
INST#: 1998 51924

STATE OF Oregon )  
COUNTY OF Coos ) ss

May 12, 1998

Personally appeared the above named Blair A. Holman,  
officer of **GEORGIA-PACIFIC WEST, INC.**, and acknowledged the foregoing instrument  
to be its voluntary act and deed.



Before Me: Christine L. Green  
Notary Public of Oregon  
My Commissions Expires:  
4/99

06/15/1998 04:30 REC FEE: \$88.00  
COOS COUNTY, OR; DOROTHY TAYLOR - COUNTY CLERK

PAGE #: 0007 OF 0012  
INST#: 1998 51924

Doc-189559

-7-

1998 51924 0007 0000 0000



UMPQUA GROWTH - LONE ROCK TIMBER CO.  
RIGHT-OF-WAY AGREEMENT

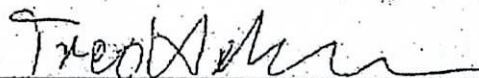
To Whom it May Concern:

Umpqua Growth Limited Partnership (UMPQUA) hereby authorizes its Limited Partner, Lone Rock Timber Co. (LONE ROCK) administrative jurisdiction of Umpqua's road easements and rights-of-way for the purposes of forest management and removal of timber and other forest products from lands owned or controlled by Umpqua. Lone Rock shall have the authority to enter into agreements with neighboring parties to grant access across Umpqua properties as well as obtain access for Umpqua's use across neighboring properties.

Administrative jurisdiction of rights-of-way shall include such management activities by Lone Rock employees as deemed necessary by Lone Rock's Executive Officers for the administration of the affected properties and roads.

Respectfully submitted,

UMPQUA GROWTH LIMITED PARTNERSHIP

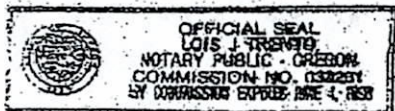


Fred Sohn  
Fred and Frances Sohn Revocable Trust  
General Partner, Umpqua Growth Limited Partnership

STATE OF OREGON     )  
                                  ) ss  
County of Douglas    )

\_\_\_\_\_ SEPT 5 1996 \_\_\_\_\_

Personally appeared the above named Fred Sohn  
General Partner officer of UMPQUA GROWTH LIMITED  
Partnership and acknowledged the foregoing instrument to be its  
voluntary act and deed.



Before Me: Lois J. Trent  
Notary Public of Oregon  
My Commissions Expires 6-4-98

06/15/1998 04:30 REC FEE: \$88.00  
COOS COUNTY, OR, DOROTHY TAYLOR - COUNTY CLERK

PAGE #: 0008 OF 0012  
INST#: 1998 51924

1998 51924 0008 0000 0000

**EXHIBIT "A"**

1) Harris Tract Jorgenson Tract	T26S, R12W, SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 31 T27S, R12W, NE $\frac{1}{4}$ Section 6	LRT UMG
2) Thompson Tract	T28S, R11W, E $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ of Section 10	UMP
3) Laird Tract	T28S, R9W, NE $\frac{1}{4}$ of Section 8	LRT
4) IP280930	T28S, R9W, N $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 30	JNP
5) IP281017	T28S, R10W, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 17	JNP
6) Big Creek Tract	T28S, R10W, SW $\frac{1}{4}$ of Section 29	LRT
7) Heath Tract	T28S, R10W, E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19	LRT
8) Gardner Freeze Tract	T28S, R12W, SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26	LRT
9) IP290908	T29S, R9W, NW $\frac{1}{4}$ of Section 8	JNP
10) IP290918	T29S, R9W, E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 18	JNP
11) IP290919	T29S, R9W, NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 19	JNP
12) Lancaster Tract	T29S, R10W, S $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 15	LRT
13) IP291024	T29S, R10W, NE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 24	JNP
14) IP291026	T29S, R10W, N $\frac{1}{2}$ of Section 26	JNP
15) Baeskins Tract	T29S, R10W, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 28	LRT
16) Nelson/Pullen Tract	T29S, R10W, NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3	LRT
17) Poehlitz Tract	T29S, R11W, NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2 T29S, R11W, W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 1	LRT
18) Koch Tract	T29S, R11W, all of Section 16 T29S, R11W, N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8	LRT
19) Barte, Van Eyke & Annabelle Dement	T29S, R12W, S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 30 T29S, R12W, NW $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , portions of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 31	LRT

06/15/1998 04:30 REC FEE: \$88.00  
COOS COUNTY, OR, DOROTHY TAYLOR - COUNTY CLERK

PAGE #: 0009 OF 0012  
INST#: 1998 51924

1998 51924 0009 0000 0000

20) Quaif Tract	T29S, R9W, S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 32	LRT
21) IP291036	T29S, R10W, NW $\frac{1}{4}$ of Section 36	JNP
22) IP301002	T30S, R10W, all of Section 2	JNP
23) IP301003	T30S, R10W, portions of the S $\frac{1}{2}$ NE $\frac{1}{4}$ , Portions of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3	JNP
24) IP301005	T30S, R10W, SW $\frac{1}{4}$ of Section 5	JNP
25) Dement Tract	T30S, R13W, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 27 T30S, R13W, S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 26	UMG
26) Orchard Tract	T30S, R13W, SE $\frac{1}{4}$ , portions of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, Curry County, W.M. T30S, R13W, N $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Coos and Curry Counties, W.M. T30S, R13W, W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 28, Curry County, W.M.	LRT
27) Rogge Tract	T31S, R13W, S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ of Section 4, Curry County, W.M. T31S, R13W, W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 9, Curry County, W.M.	LRT

06/15/1998 04:30 REC FEE: \$88.00  
COOS COUNTY, OR, DOROTHY TAYLOR - COUNTY CLERK

PAGE #: 0010 OF 0012  
INST#: 1998 51924

1998 51924 0010 0000 0000

EXHIBIT "B"

- 1) G.P. T26S, R12W, S $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 31

---

- 2) G.P. T27S, R13W, S $\frac{1}{2}$ NE $\frac{1}{4}$  Section 11

---

- 3) G.P. T28S, R11W, W $\frac{1}{2}$ NW $\frac{1}{4}$  Section 10

---

- 4) G.P. T28S, R9W, NW $\frac{1}{4}$ , S $\frac{1}{2}$  of Section 8  
T28S, R9W, SW $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 4

---

- 5) G.P. T28S, R9W, S $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$  of Section 30

---

- 6) G.P. T28S, T10W, NW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 17

---

- 7) G.P. T28S, R10W, NW $\frac{1}{4}$  of Section 32

---

- 8) G.P. T28S, R10W, SE $\frac{1}{4}$  of Section 19

---

- 9) G.P. T28S, R12W, SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 26  
N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 35

---

- 10) G.P. T29S, R9W, NE $\frac{1}{4}$ , S $\frac{1}{2}$  of Section 8

---

- 11) G.P. T29S, R9W, NE $\frac{1}{4}$ , S $\frac{1}{2}$  of Section 8  
T29S, R9W, N $\frac{1}{2}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 17

---

- 12) G.P. T29S, R9W, NE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$  of Section 19  
T29S, R10W, N $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 24  
T29S, R9W, NW $\frac{1}{4}$ , S $\frac{1}{2}$  of Section 18

---

- 13) G.P. T29S, R10W, SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 15

---

- 14) G.P. T29S, R10W, SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 24

---

- 15) G.P. T29S, R10W, E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 23  
T29S, R10W, S $\frac{1}{2}$  of Section 26

---

- 16) G.P. T29S, R10W, N $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 28  
T29S, R10W, E $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 29

---

- 17) G.P. T29S, R10W, S $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , all land north and east of Hwy 42 in  
the SW $\frac{1}{4}$ , E $\frac{1}{2}$  of Section 34  
T30S, R10W, NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 3

---

- 18) G.P. T29S, R11W, N $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 2  
T28W, R11W, W $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 36

06/15/1998 04:30 REC FEE: \$88.00  
COOS COUNTY, OR, DOROTHY TAYLOR - COUNTY CLERK

PAGE #: 0011 OF 0012  
INST#: 1998 51924

PAGE #: 0012 OF 0012  
INST#: 1998 51924

06/15/1998 04:30 REC FEE: \$88.00  
COOS COUNTY, OR, DOROTHY TAYLOR - COUNTY CLERK

19)	G.P.	T29S, R11W, S $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9 T29S, R11W, NE $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 8
20)	G.P.	T29S, R12W, SW $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{2}$ of Section 31 T29S, R13W, E $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36
21)	G.P.	T29S, R9W, E $\frac{1}{2}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ of Section 32 T30S, R9W, NE $\frac{1}{4}$ of Section 5 T29S, R9W, SE $\frac{1}{4}$ of Section 31
22)	G.P.	T29S, R10W, NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36
23)	G.P.	T30S, R10W, NW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 1
24)	G.P.	T30S, R10W, NE $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 3 T29S, R10W, SW $\frac{1}{4}$ of Section 34
25)	G.P.	T30S, R10W, all of Section 8
26)	G.P.	T30S, R13W, W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ of Section 27
27)	G.P.	T30S, R13W, S $\frac{1}{2}$ NW $\frac{1}{4}$ and portions of NE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Coos County, W.M. T30S, R13W, NE $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 28, Curry County, W.M.
28)	G.P.	T31S, R13W, N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, Curry County, W.M. T31S, R13W, NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ of Section 9, Curry County, W.M.

1998 INSTRUMENT 98 02910

STATE OF OREGON  
COUNTY OF CURRY

I RENEE KOLEN, COUNTY CLERK, CERTIFY  
THAT THE WITHIN DOCUMENT WAS  
RECEIVED AND DULY RECORDED IN THE  
OFFICIAL RECORDS OF CURRY COUNTY AT

12:54 ON 06-05-98

BY: SD DEPUTY

FEE \$ 90.00

# PAGES: 12



Lots 1, 2, 3, 4 Created as separate parcel on north end of tax lot 200. Stepan Stys reviewed with Crystall Orr near the beginning of December 2021 and she requested information on these lots 1 to 4.

65-12-4695

quitclaim unto the said Georgia-Pacific Corporation, its successors and assigns, all of the grantor's right, title and interest in and to all other fee-owned timberlands, cut-over lands and reproduction lands owned by grantor in the County of Coos, State of Oregon, on November 30, 1965, including all timber standing or lying thereon, all assignable easements and rights of way incident or appurtenant thereto, and all mineral rights owned by grantor incident thereto, but not including any lands, timber, or interests therein acquired by Evans Products Company after November 30, 1965, or any property or rights in property or easements, rights of way or other interests incident or appurtenant thereto located in the following described areas:

Township 31 South, Range 12 West, Willamette Meridian

Section 13

City of Coquille

City of Coos Bay

IN WITNESS WHEREOF, Evans Products Company has caused these presents to be executed by its officers thereunto authorized and its corporate seal to be hereunto affixed this 3<sup>d</sup> day of December, 1965.



EVANS PRODUCTS COMPANY

By

*Robert K. Knudsen*  
President

By

*John A. Stys*  
Assistant Secretary

Fee 27.00

Return to 347

By [Signature]  
Deputy  
Ray F. Crabtree, Coos County Clerk

attixed  
WITNESS my hand and Seal of County  
of said county

Record of 57-4696  
Page 177-4696

and recorded in book [Signature] on

Dec 28 4 10 PM '65  
I hereby certify that the within instrument  
was filed for record

State of Oregon  
County of Coos  
ss

34 / 65-12-4679-1326



My commission expires: 2-5-69

Notary Public for Oregon

[Signature]

Personally appeared C. CALVERT KNUDSEN and GLENN A. HENRY, who, being duly sworn, did say that they are the President and Assistant Secretary, respectively, of EVANS PRODUCTS COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and they acknowledged said instrument to be its voluntary act and deed.

STATE OF OREGON  
)  
) ss.  
) County of Multnomah

65-12-4696

County of Coos

GRANT DEED

GEORGIA-PACIFIC CORPORATION, a Georgia corporation ("Grantor"), as a contribution to the capital of REX TIMBER INC., an Oregon corporation ("Grantee"), does hereby grant, bargain, sell and convey unto Grantee all that certain timber, interests in timber, timberlands and other interests in real property in the State of Oregon, more particularly described on Exhibit A attached hereto and by reference incorporated herein.

## SUBJECT TO:

1. All matters appearing of record,
2. Any right, title or interest of any third party in or to such property or any part thereof, and
3. The lien of any real property taxes or other assessments not yet due and payable.

Grantee, by acceptance hereof, assumes and agrees to comply with all of the obligations of Grantor with respect to the interests hereby conveyed, including, but not limited to, obligations under any instrument referred on Exhibit A.

The true and actual consideration for this Deed is:

NONE (This Deed is being given as a contribution to capital of Grantee, a wholly owned subsidiary of Grantor).

IN WITNESS WHEREOF, Grantor has caused this instrument to

-----  
-----



81 4 2494

be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 30th day of June, 1981.

GEORGIA-PACIFIC CORPORATION

By *Robert E. Flowerree*  
Robert E. Flowerree  
Chairman and Chief Executive Officer

By *Ernest E. East*  
Ernest E. East  
~~Assistant Secretary~~

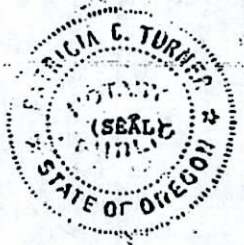


STATE OF OREGON )  
  ) ss.  
COUNTY OF MULTNOMAH )

On this 30th day of June, 1981, before me, a Notary Public in and for said county and state, personally appeared Robert E. Flowerree and Ernest E. East, Chairman and Chief Executive Officer and Assistant Secretary, respectively, of Georgia-Pacific Corporation, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

*Patticia C. Turner*  
Notary Public for Oregon  
My commission expires: 5-14-82



TOWNSHIP 29 SOUTH, RANGE 13 WEST, W.M. (cont.)

ALSO EXCEPTING all coal, oil and minerals together with rights of way for removing same as reserved in deed from Leo J. Cary, recorded July 2, 1946 in Book 162, Page 625, Deed Records of Coos County, Oregon.

Section 6 - Lot 1,

EXCEPTING THEREFROM all oil, gas and mineral rights on, in and under the same, as reserved by Scott Paper Company, a corporation, in Deed recorded April 19, 1963, in Book 300, Page 423, Deed Records of Coos County, Oregon.

Section 8 - W 1/2,

EXCEPTING THEREFROM all oil, gas and mineral rights on, in and under the same, as reserved by Scott Paper Company, a corporation, in Deed recorded April 19, 1963, in Book 300, Page 423, Deed Records of Coos County, Oregon.

Section 17 - NE 1/4 NE 1/4,

EXCEPTING THEREFROM all oil, gas and mineral rights on, in and under the same, as reserved by Scott Paper Company, a corporation, in Deed recorded April 19, 1963, in Book 300, Page 423, Deed Records of Coos County, Oregon.

Section 36 - SE 1/4 NE 1/4; E 1/2 SE 1/4.

TOWNSHIP 29 SOUTH, RANGE 14 WEST, W.M

Section 22 - SE 1/4.

Section 26 - NW 1/4.

TOWNSHIP 30 SOUTH, RANGE 10 WEST, W.M.

Section 1 - Lots 1, 2, 3 and 4; W 1/2 SE 1/4; N 1/2 SW 1/4; S 1/2 NW 1/4.

Section 3 - W 1/2 SW 1/4;

ALL of Lot 3 lying East of Coos Bay-Roseburg State Highway #42.

Section 4 - Lots 1, 2, 3 and 4; S 1/2 N 1/2; S 1/2.

Legal Lot 1 is the N1/2 of SW1/4 & S1/2 of NW1/4 by individual deed.

Legal Lot 2 is the W1/2 of SE1/4 by individual deed.

Lots 1, 2, 3, 4 is a separate legal lot by this 1965 deed 65-4695 signed 12/23/1965 as per LUBA 2020-085 (attached on pages following deeds with applicable findings highlighted in red).

TOWNSHIP 30 SOUTH, RANGE 10 WEST, W.M. (cont.)

Section 6 - Lots 6 and 7.

Section 8 - ALL, EXCEPTING the reservation of mineral rights, including the terms and provision thereof, as set out in deed from E. K. Wood Lumber Co., a corporation, to Paul B. Hult, et al, recorded February 14, 1956, in Book 248, Page 356, Deed Records of Coos County, Oregon.

Section 9 - E 1/2; NE 1/4 NW 1/4.

Section 10 - All, except the portion conveyed to the State of Oregon acting by its State Highway Department by deed recorded July 2, 1963, in Book 302, Page 114, Deed Records, and corrected by deed recorded March 11, 1964, in Book 307, Page 592, Deed Records, and except that portion of Section 10 lying within the following described boundaries:

Beginning at a post which is North 84° 14' West distant 30.24 chains from the Northeast corner of Section 15; thence West 1 chain to center of Middle Fork of Coquille River; thence following center of river South 53° 27' West 4.13 chains; thence following center of river South 15° 10' West 6.82 chains; thence following center of said river South 06° 25' East 2.75 chains; thence East 2 chains to post; thence along West boundary of State Highway North 21° 20' East 9.94 chains; thence along West boundary of highway North 03° 59' East 2.52 chains to the place of beginning.

Section 11 - E 1/2; E 1/2 W 1/2; NW 1/4 SW 1/4; SW 1/4 NW 1/4.

Section 12 - ALL.

Section 13 - S 1/2 N 1/2; S 1/2; except the portion conveyed to the State of Oregon acting by its State Highway Department by deed recorded July 2, 1963, in Book 302, Page 114 Deed Records, and corrected by deed recorded March 11, 1964, in Book 307, Page 592, Deed Records.

Section 14 - SW 1/4; N 1/2, EXCEPT that portion conveyed to the State of Oregon acting by its State Highway Department by deed recorded July 2, 1963, in Book 302, Page 114, Deed Records, and corrected by deed recorded March 11, 1964, in

BEFORE THE LAND USE BOARD OF APPEALS  
OF THE STATE OF OREGON

LANDWATCH LANE COUNTY,

*Petitioner,*

vs.

LANE COUNTY,

*Respondent,*

and

STEPHEN FORD,

*Intervenor-Respondent.*

LUBA No. 2020-085

FINAL OPINION  
AND ORDER

Appeal from Lane County.

Sean T. Malone filed the petition for review and reply brief and argued on behalf of petitioner.

No appearance by Lane County.

Bill Kloos filed a response brief on behalf of intervenor-respondent.

ZAMUDIO, Board Member; RUDD, Board Chair; RYAN, Board Member, participated in the decision.

AFFIRMED 04/29/2021

You are entitled to judicial review of this Order. Judicial review is governed by the provisions of ORS 197.850.

**NATURE OF THE DECISION**

Petitioner appeals a hearings officer's decision verifying two parcels as legal lots.

**BACKGROUND**

Lane Code (LC) 13.140 provides for verification of property as a legal lot, more specifically a "lawfully established unit of land," which is defined to include a unit of land created by "deed or land sales contract, if there were no applicable planning, zoning or subdivision or partition ordinances or regulations." LC 13.030(3)(n) – (p).

In 2019, intervenor Stephen Ford (intervenor) applied to the county to verify as legal lots two units of land referred to here as Property 1 and Property 2.<sup>1</sup> Property 1 is a parcel approximately 40 acres in size, which was lawfully created in 1910, by a federal patent and a subsequent deed, as "Government Lot 1." There is no dispute in the present case that Property 1 was, when created in 1910, a lawfully established unit of land for purposes of LC 13.140. Since its creation in 1910, no instrument in the record has further divided Property 1, or explicitly changed its boundaries. However, as discussed below, the parties dispute whether a 1951 deed vacated a portion of Property 1's property line or merged Property 1 into other property conveyed in that same deed.

---

<sup>1</sup> Intervenor also applied for a post-verification property line adjustment. No issues are raised in this appeal about that property line adjustment.

1 Property 2 is an irregularly shaped 57.58-acre area of land adjoining  
2 Property 1 to the south. Property 2 was apparently once part of a larger unit of  
3 land that encompassed Government Lots 3, 4, 5, and 6. Property 2 could be  
4 described as consisting of Government Lot 3, plus portions of other Government  
5 Lots to the southwest.

6 In 1944, a warranty deed conveyed Property 1 and a large area of land to  
7 the south and west, including the area here designated Property 2, to a single  
8 ownership, resulting in the creation of a tract.<sup>2</sup> LC 13.030(3)(mm) (“Tract” means  
9 “[o]ne or more contiguous lawfully established units of land under the same  
10 ownership.”). In 1951, the owner of that tract executed a series of deeds and land  
11 sale contracts. At that time, no county zoning, subdivision, or other land use  
12 regulations applied to those conveyances. On August 15, 1951, the owner  
13 executed a land sale contract that conveyed by metes and bounds description an  
14 irregularly shaped area of land in the middle of the tract, which included a road  
15 running north to south.<sup>3</sup> The area conveyed on August 15, 1951 is currently  
16 designated as tax lots 600, 601, and 602.

---

<sup>2</sup> “Tract” means “[o]ne or more contiguous lawfully established units of land under the same ownership. LC 13.030(3)(mm).

<sup>3</sup> The north-south road, Doane Road, was created by petition at some point. As an alternative theory, intervenor argued to the hearings officer below that Property 2 could have been separated from remainder of the tract by the creation of Doane Road. The hearings officer did not address that alternative theory.

1           The next day, on August 16, 1951, the owner conveyed by warranty deed  
2   an area of land east of the road approximately 97 acres in size, consisting of  
3   Property 1 and Property 2. The August 16, 1951, deed listed, in a single  
4   paragraph, the property conveyed as consisting of "All of Lot 1 and 3, Section  
5   22, Township 18 South Range 5 West of the Willamette Meridian, also:  
6   Beginning at the 3/4 inch iron pipe \* \* \*" and continuing into a metes and bounds  
7   description." The metes and bounds description encompasses an irregularly  
8   shaped area of land west and southwest of Government Lot 3. On September 19,  
9   1951, a correction deed for the August 16, 1951 deed was executed that slightly  
10  altered the metes and bounds description in a manner that is not material to our  
11  analysis. Property 2 proposed here for verification consists of Government Lot 3,  
12  plus the irregularly shaped area of land to the southwest that is subject to the  
13  metes and bounds description in the August 16, 1951 and September 19, 1951  
14  deeds.

15           Intervenor, the current owner of the property conveyed in the August 16,  
16  1951 deed, applied to the county to verify Property 1 and Property 2 as two legal  
17  lots. Intervenor also filed a separate application for a property line adjustment  
18  between the two properties. The county planning director verified Property 1 as  
19  a legal lot, but concluded that intervenor had failed to provide sufficient  
20  information to determine how Property 2 was created and hence whether it was  
21  a lawfully established unit of land. Accordingly, the planning director denied the  
22  associated application for a property line adjustment between Properties 1 and 2.

1           Intervenor appealed to the county hearings officer, who conducted an  
2 evidentiary hearing at which intervenor submitted additional evidence. Petitioner  
3 appeared in opposition, and argued that Property 2 was never a lawfully  
4 established unit of land, because no recorded conveyance, including the 1951  
5 conveyances, ever described the boundary of Property 2 independently from  
6 Property 1.

7           The hearings officer ultimately concluded that (1) Property 1 (Government  
8 Lot 1) was lawfully created in 1910, (2) the remainder of the property conveyed,  
9 consisting of Government Lot 3 and the irregularly-shaped area of land described  
10 in the metes and bounds description, constitutes a unit of land that is distinct from  
11 Property 1, and (3) the August 16, 1951 deed did not serve to vacate or merge  
12 Property 1 into the larger property conveyed in that deed. The hearings officer  
13 also concluded that creation of Property 2 by deed in this manner was a lawful  
14 means of creating a parcel in 1951.

15           This appeal followed.

#### 16   **ASSIGNMENT OF ERROR**

17           In a sole assignment of error, petitioner argues that the hearings officer  
18 misconstrued the applicable law in verifying Property 1 and Property 2 as legal  
19 lots. The hearings officer's findings state, in relevant part:

20           "Under the facts in this case, Property 1 was created in 1910. That  
21 fact is uncontroverted. On August 16, 1951, a deed was [executed]  
22 that transferred all of Property 1 and all of Property 2 with a single  
23 legal description. The Hearings Official understands Land Watch to



1 argue that because Property 2 was never described independently of  
2 Property 1, it does not qualify as a legal lot.

3 “The Hearings Official disagrees. As of 1910, Property 1 was a  
4 discrete, lawful unit of land. Under ORS 92.017(2) and LC  
5 16.090(126)(d), it remains a discrete unit of land to this day because  
6 its property lines were never vacated. On August 16, 1951, when all  
7 of Property 1 and Property 2 were lawfully transferred in one deed,  
8 Property 2 was created. That is because Property 1 was already a  
9 lawfully created unit of land, it could not lose that unitary character,  
10 and Property 2 was the ‘remainder’ of the property described in that  
11 August 16, 1951 deed. The deed did not and could not serve to  
12 merge Property 1 and Property 2.” Record 6 (footnote omitted).<sup>4</sup>

13 **A. Property 2**

14 Petitioner presents two distinct theories for its misconstruction of law  
15 argument, based on two statutory provisions. The first theory, as we understand  
16 it, is based on ORS 92.010(3)(a)(B)(ii), which LC 13.140 implements. ORS  
17 92.010(3) defines a “lawfully established unit of land” to mean, in relevant part,  
18 a unit of land created by “deed or land sales contract, if there were no applicable  
19 planning, zoning or subdivision or partition ordinances or regulations.”<sup>5</sup>

---

<sup>4</sup> Petitioner does not challenge the hearings officer’s conclusion that the 1951 deed conveyed and effectively combined Government Lot 3 with the portion of land subject to the metes and bounds description to create Property 2. In other words, no party argues that Government Lot 3 remained a discrete unit of land after the 1951 conveyance.

<sup>5</sup> ORS 92.010(3)(a) provides, in full:

“Lawfully established unit of land” means:

“(A) A lot or parcel created pursuant to ORS 92.010 to 92.192; or

1 Petitioner argues that, as a matter of law, to create a “lawfully established unit of  
2 land” by deed or land sales contract within the meaning of ORS  
3 92.010(3)(a)(B)(ii) requires that the creating instrument include a discrete  
4 description for each unit of land created, distinct from other units of land that  
5 may be conveyed in the same instrument.

6 Petitioner cites no authority or legislative history supporting that narrow  
7 reading of ORS 92.010(3)(a)(B)(ii), and we are aware of none. The hearings  
8 officer’s decision includes a discussion of a Deschutes County code provision  
9 defining “lot of record,” to include units of land created by deed if the deed  
10 includes a separate legal description for every unit of land created by the deed.  
11 However, as the hearings officer noted, Lane Code does not include any similar  
12 limiting language. ORS 92.010(3)(a)(B)(ii) also includes no language to that  
13 effect. Petitioner’s reading of ORS 92.010(3)(a)(B)(ii) inserts a requirement into  
14 the statute that is not present, contrary to ORS 174.010.<sup>6</sup> The fact that some

---

“(B) Another unit of land created:

“(i) In compliance with all applicable planning, zoning and  
subdivision or partition ordinances and regulations; or

“(ii) By deed or land sales contract, if there were no  
applicable planning, zoning or subdivision or partition  
ordinances or regulations.”

<sup>6</sup> ORS 174.010 provides in relevant part that “[i]n the construction of a statute,  
the office of the judge is simply to ascertain and declare what is, in terms or in

1 counties may impose additional requirements does not demonstrate that either  
2 ORS 92.010(3)(a)(B)(ii) or LC 13.140 includes those requirements.

3 Petitioner cites no other statute, law, common law principle, or any other  
4 authority that, in 1951, would have prohibited creating Property 2 in the manner  
5 the hearings officer described. Prior to the adoption of partition and subdivision  
6 ordinances, a deed was a multi-function instrument, used not only to convey  
7 existing units of land, but also to create new units of land, to vacate or consolidate  
8 units of land, and also adjust property boundaries of existing units of land,  
9 without creating new units of land. Under current regulatory schemes, those  
10 functions are accomplished by different mechanisms. As far as we are informed,  
11 in Lane County in 1951, a single deed could both (1) convey an existing unit of  
12 land and (2) create and convey a new unit of land described by the rest of the  
13 property conveyed by the deed. Petitioner has not established that accomplishing  
14 this result in Lane County in 1951 required that the legal descriptions in the deed  
15 take any particular form, specifically that each unit of land be distinctly identified  
16 and separately described by metes and bounds.

17 Under petitioner's first theory, we understand petitioner to argue that even  
18 if the August 16, 1951 deed created Property 2 as a discrete unit of land, the  
19 resulting unit of land was "unlawful." However, absent citation to some law in  
20 effect in 1951 that prohibited the creation of Property 2 in that manner, petitioner

---

substance, contained therein, not to insert what has been omitted, or to omit what  
has been inserted[.]”

1 has not demonstrated that Property 2 is not a “lawfully established unit of land”  
2 within the meaning of ORS 92.010(3)(a)(B)(ii) and LC 13.140.

3 **B. Property 1**

4 Petitioner’s second theory, as we understand it, is that the August 16, 1951  
5 deed had the legal effect of merging all the property conveyed in that deed into a  
6 single legal unit of land. Under this theory, the August 16, 1951 deed effectively  
7 vacated Property 1, and merged it with the remainder of the property conveyed,  
8 resulting in only one “lawfully established unit of land” for purposes of ORS  
9 92.010(3)(a)(B)(ii) and LC 13.140.

10 Petitioner acknowledges that the hearings officer rejected that theory,  
11 citing ORS 92.017. That statute, adopted in 1985, provides:

12 “A lot or parcel lawfully created shall remain a discrete lot or parcel,  
13 unless the lot or parcel lines are vacated or the lot or parcel is further  
14 divided, as provided by law.”

15 *See also* LC 13.020(5) (same). However, petitioner argues that it is entirely  
16 consistent with ORS 92.017 to understand the August 16, 1951 deed to have the  
17 effect of merging Property 1 with adjoining property into a single unit of land,  
18 because in Lane County in 1951 a deed was a lawful way of accomplishing that  
19 result. Petitioner contends that merger in this fashion is sufficient to vacate  
20 Property 1, “as provided by law” for purposes of ORS 92.017. Accordingly,  
21 petitioner argues, the hearings officer erred in verifying Property 1 and Property  
22 2 as two legal lots.

1 Intervenor responds, initially, that petitioner's theory of "merger" was  
2 never raised with the requisite specificity during the proceedings below, and is  
3 thus waived on appeal, pursuant to ORS 197.763(1).<sup>7</sup> *Boldt v. Clackamas County*,  
4 107 Or App 619, 623, 813 P2d 1078 (1991) (ORS 197.763(1) requires fair notice  
5 to adjudicators and opponents). Petitioner replies that it took the position below  
6 that the August 16, 1915 deed resulted in a single unit of land. *See* Record 25-26  
7 ("The August 16, 1951 deed created a new legal lot containing all of the land east  
8 and north [of the land conveyed in the August 15, 1951 deed]"). While the issue  
9 was not framed in terms of "vacation" or "merger," petitioner argues that the  
10 hearings officer understood the issue clearly enough to address it in their findings,  
11 quoted above, concluding that Property 1 had not been "merged" with Property  
12 2 into a single unit of land.

13 The above-quoted finding indicates that the hearings officer understood  
14 petitioner's argument to be that Property 2 was not a discrete legal lot. The  
15 hearings officer rejected that argument in part based on the continued legal

---

<sup>7</sup> ORS 197.763(1) provides:

"An issue which may be the basis for an appeal to [LUBA] shall be raised not later than the close of the record at or following the final evidentiary hearing on the proposal before the local government. Such issues shall be raised and accompanied by statements or evidence sufficient to afford the governing body, planning commission, hearings body or hearings officer, and the parties an adequate opportunity to respond to each issue."

1 existence of Property 1. We agree with intervenor that the hearings officer did  
2 not appear to recognize as a distinct “issue” the argument presented on appeal—  
3 namely, that the August 16, 1951 deed effectively vacated Property 1, and  
4 merged it with the remainder of the property conveyed, creating a new single unit  
5 of land. We agree with intervenor that petitioner did not raise that issue during  
6 the local proceeding with the specificity required by ORS 197.763(1). Therefore,  
7 that issue is waived.

8 Moreover, on the merits, we agree with intervenor that petitioner has not  
9 demonstrated that, as a matter of law, the August 16, 1951 deed merged Property  
10 1 and the other conveyed property into a single new unit of land. Petitioner cites  
11 no authority for that proposition, other than a footnote in *LandWatch Lane*  
12 *County v. Lane County*, 78 Or LUBA 164, 174 n 9 (2018) (*McDougal*), based on  
13 LUBA’s speculation regarding the reach of the holding in *Weyerhauser Real*  
14 *Estate Development Co. v. Polk County*, 246 Or App 548, 267 P3d 855 (2011).  
15 In *Weyerhauser*, the Court of Appeals held that a recorded partition plat had the  
16 effect of vacating preexisting lot lines created by a 1911 subdivision. In  
17 *McDougal*, LUBA speculated, but did not decide, whether that holding could be  
18 extended to a recorded deed that conveyed, using a single metes and bounds  
19 descriptions, portions of two pre-existing parcels.

20 Petitioner also cites to a Lane County hearings officer’s decision at Record  
21 74-75 involving a different property, concluding that where the owner conveys  
22 by deed portions of two existing parcels using a single metes and bounds

In our case Lots of Record Lots 1 and 2 are conveyed whole by the 1965 deed. Lots 1, 2, 3 and 4 were conveyed along with Lots 1 & 2 but were not merged and are as separate legal lots separate from Lots 1 and 2.

1 description, and there is no indication of an intent to convey multiple parcels, the  
2 county will presume that the owner intended to vacate the property line between  
3 the portions conveyed and, thus, the county will recognize only one legal lot. We  
4 understand petitioner to argue that a similar presumption should be applied here.

5 Intervenor responds that the present case does not involve conveyance of  
6 *portions* of two existing parcels, but instead conveyance of the entirety of  
7 Property 1, a discrete pre-existing unit of land, plus other adjoining land.

8 Intervenor argues that the speculative *dicta* in *McDougal* and the Lane County  
9 decision cited by petitioner, even if correct as applied to their facts, do not address  
10 circumstances where a recorded deed conveys the entirety of a lawfully created  
11 unit of land with other land.

12 We agree with intervenor that the cases cited are distinguishable, because  
13 they involve deeds conveying *portions* of existing parcels, via a single metes and  
14 bounds description. Here, the August 16, 1951 deed separately conveyed the  
15 entirety of Property 1 by reference to "All of Lot 1." The only metes and bounds  
16 description in the deed affected Property 2. Petitioner has not established that, as  
17 a matter of law, Property 1 was merged with other property conveyed in the  
18 August 16, 1951 deed, and thereby lost its status as a discrete legal lot. As we  
19 explained in *Jackson v. City of Portland*, "it is not unusual to transfer multiple  
20 lots in a single deed" and, even before ORS 92.017 was adopted in 1985, we are  
21 aware of no authority for the proposition that listing several lots or parcels or  
22 portions of lots or parcels together in a pre-1985 deed operated to merge the

1 property described in the deed into a single unit of land. 54 Or LUBA 138, 145  
2 (2007); see also *Thomas v. Wasco County*, 58 OR LUBA 452 (2009) (a local  
3 government may not adopt regulations that consolidate lots for development  
4 purposes based on arbitrary differences in the wording or form of deeds, such as  
5 whether a deed transferring multiple properties lists each property under a  
6 separate heading).

7 In sum, petitioner has not demonstrated that the hearings officer erred in  
8 verifying Property 1 and Property 2 as two legal lots.

9 The assignment of error is denied.

10 The county's decision is affirmed.