



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

FILE NUMBER: PLA-23-017

Date Received: 7/17/23 Receipt #: 239988 Received by: E. Carr
This application shall be filled out electronically. If you need assistance please contact staff. If the fee is not included the application will not be processed.
(If payment is received on line a file number is required prior to submittal)

LAND INFORMATION

A. Land Owner(s) Barry K Winters, Jodie M VanLeuven
Mailing address: P O Box 706, Bandon, OR 97411
Phone: 541-297-7833 Email: barrykwinters@outlook.com
Township: 28S Range: 14W Section: 20 ¼ Section: A 1/16 Section: Select Tax lot: 200
Tax Account Number(s): 963502 Zone: Select Zone Rural Residential-2 (RR-2)
Acreage Prior to Adjustment: 1.18 Acreage After the Adjustment 1.25

B. Land Owner(s) Judy K Ryan
Mailing address: 89171 Hwy 42 S, Bandon, OR. 97411
Phone: 925-864-0613 Email: jcall39@gmail.com
Township: 28S Range: 14W Section: 20 ¼ Section: A 1/16 Section: Select Tax lot: 300
Tax Account Number(s) 963500 Zone Rural Residential-2 (RR-2)
Acreage Prior to Adjustment: 7.56 Acreage After the Adjustment 7.49

C. Surveyor Mulkins Rambo
Mailing Address 3438 Broadway Ave, North Bend, OR. 97459
Phone #: 541-751-8900 Email: mandric@frontier.com

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

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

Purpose of the Property Line Adjustment:

The purpose of the adjustment is to resolve a building encroachment created by a previous owner of Tax 200

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

A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan shall also show the approximate location of all structures within ten (10) feet of the proposed adjusted line.

A current property report (less than 6 months old) indicating any taxes, assessment or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development. A title report is acceptable. The Planning Director may waive any portion of this requirement if the property is large and does not have a lien holder.

A notice of application and decision will be provided to any and all lien holders of record for the property that will be affected by the proposed adjustment. Applicants should consult with any and all such lien holders prior to submittal of an application.

Please list all Lien Holders Names & Addresses:

Leopold Lewandowski Living Trust 12-18-2020, 50317 HWY 101, Bandon, OR 97411

Please answer the following:

- Will the adjustment create an additional Unit of land? Yes No
- Does property 1 currently meet the minimum parcel/lot size ? Yes No
- Does property 2 currently meet the mimimum parcel/lot size? Yes No

All parcels will retain any on-site septic system and associated repair area on the parcel it serves. The plot plan shall contain the location of on-site septic systems and location associated drain field and repair areas. For assistance please contact Oregon Department of Environmental Quaility.

The adjustment will not create a split-zoned unit of land that does not comply with the standards for creation of a parcel in each zone unless the property owner provides for the recording of a restrictive covenant in the deed records for the subject property that prohibit the property from being partitioned along the zoning boundary until such time as each parcel would comply with the minimum standards for the creation of a unit of land (meeting the criteria for land division) in each zone. If a split-zone unit of land is created it shall not be used to justify a rezone in the future.

Section 5.0.150 Application Requirements: Applications for development (includes land divisions and relocation of property boundary) or land use actions shall be filled on forms prescribed by the County and shall include sufficient information and evidence necessary to demonstrate compliance with the applicable criteria and standards of this ordinance and be accompanied by the appropriate fee.

It shall be the duty of the Planning Director or his/her authorized representative to enforce the provisions of the Coos County Zoning and Land Development Ordinance pertaining to zoning, land use, the construction, erection, location or enlargement of any structure and land divisions including the relocation of boundary lines within Coos County under the jurisdiction of this Ordinance. Therefore, if any violations of the ordinance are found to exist the application will not be processed unless other resolutions are possible.

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

Property Owner

Barry K Winters

dotloop verified
07/14/23 2:26 PM PDT
DYSY-CCGS-FVEQ-EH10

Jodie M VanLewen

dotloop verified
07/14/23 2:29 PM PDT
JXH-JGEQ-WKOS-ZNGU

Judy Ryan

dotloop verified
07/15/23 9:0
PDT
QREK-LSO:5J



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

STATUS OF RECORD TITLE

Barry Winters
Bandon By The Dunes Realtee
109 Alabama Ave., SE, Ste. A
Bandon, OR 97411

June 9, 2023
Title Number: 593694AM
Title Officer: Tonya Vejar
Fee: \$300.00

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

See attached Exhibit 'A'

Vestee:

Judy K. Ryan, as to Parcel A
Barry K. Winters and Jodie M. VanLeuven, as to Parcel B

and dated as of **June 6, 2023** at 7:30 a.m.

Said property is subject to the following on record matters:

Tax Information:

Taxes assessed under Code No. 5403 [Account](#) No. 963500 [Map](#) No. 28-14W-20A-00300
NOTE: The 2022-2023 Taxes: \$1,334.45, are Paid (Parcel A)

Taxes assessed under Code No. 5403 [Account](#) No. 963502 [Map](#) No. 28-14W-20A-00200
NOTE: The 2022-2023 Taxes: \$3,486.02, are Paid (Parcel B)

1. Reservation of Oil, gas, minerals, or ot, including the terms and provisions contained therein, in deed from Mary M. Brown.
Recorded: October 7, 1991
Instrument No.: [91-10-0250](#)
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.
Affects Parcel A
2. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as set forth in instrument:
Granted To: Mountain Satets Power
Recorded: November 18, 1938
Instrument No.: [132/535](#)
As to Parcel B

3. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$350,000.00
Trustor/Grantor: Bary K. Winters and Jodie M. VanLeuven
Trustee: Amerititle
Beneficiary: Leopold Lewandowski Living Trust 12-18-2020, Leopold Lewandowski TTEE
Dated: November 15, 2021
Recorded: March 29, 2022
Instrument No.: [2022-02883](#)
Affects Parcel B

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.

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

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

EXHIBIT 'A'

File No. 593694AM

PARCEL A:

A parcel of land located in Section 20 and Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, as described in deed recorded June 19, 1924, in Volume 93, Page 468, Records of Coos County, Oregon, being more particularly described as follows:

Beginning at the corner of Sections 16, 17, 20 and 21;
thence West 36 rods (594 feet); thence South 40 rods (660 feet);
thence East 58 rods (957 feet) to the County Road; thence Northerly to the Section line between Sections 21 and 16;
thence West 20 rods (330 feet), more or less, to the point of beginning, in Section 20, Township 28 South,
Range 14 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: All of the property in Parcel I and Parcel II, as described in deed recorded June 26, 2006 as Microfilm Reel No. 2006-8828, Records of Coos County, Oregon, being more particularly described as follows:

Parcel I:

Beginning at a point at a 3/4 inch pipe which is 30 feet South of the Northwest corner of Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon;
thence South 208.72 feet to a 3/4 inch pipe;
thence East 208.72 feet to a pipe;
thence North 208.72 feet;
thence along the South boundary of the County Road 208.72 feet to the point of beginning.

(Out of Tax Lot 7, Section 20, Township 28 South, Range 14 West, Willamette Meridian, Coos County, Oregon.)

Save and except any portion lying within the limits of public road rights of way.

Parcel II:

Beginning at a point at a 3/4 inch pipe on the East boundary of Section 20, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, which is 238.72 feet South of the Northeast corner of said Section 20;
thence West 100 feet;
thence North to the South boundary of Prosper County Road;
thence East along the South boundary of Prosper County Road to the East boundary of said Section 20; thence South along said East boundary to the point of beginning.
Save and except any portion lying within the limits of public road rights of way.

ALSO SAVING AND EXCEPTING THEREFROM:

Parcel B:

A parcel of land situated in the Northeast quarter of the Northeast quarter of Section 20, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

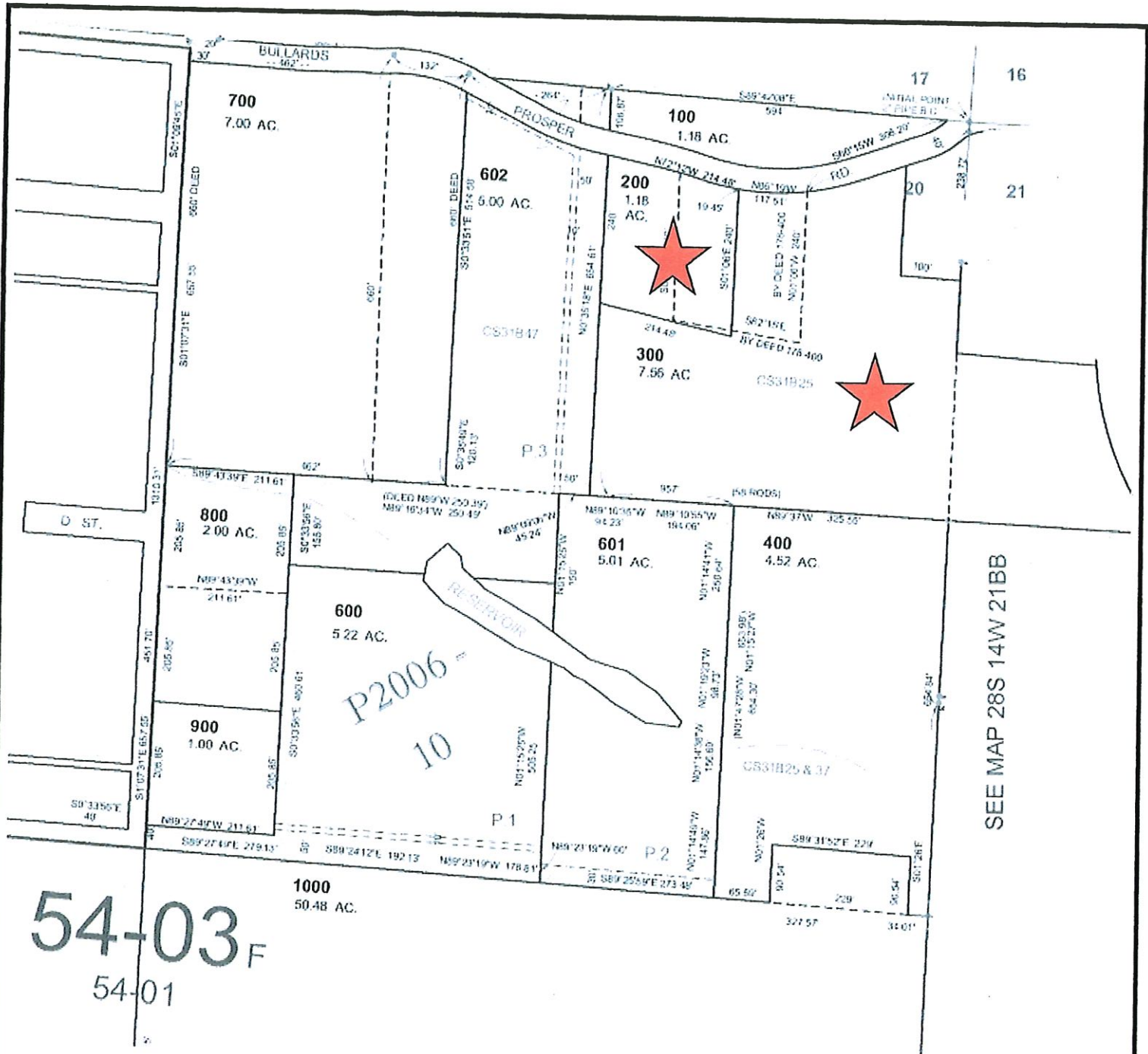
Beginning at a 1 ½ inch pipe located on the South edge of the County Road which is South 60° 15' West 308.2 feet and North 86° 19' West 117.51 feet from the Northeast corner of the said Section 20;

thence North 77° 12' West 214.48 feet along the South edge of the said County Road to a ¾ inch pipe;

thence South 240.0 feet;

thence South 77° 12' East 214.48 feet;

thence North 240.0 feet to the point of beginning.



56164 Prosper Junction Road
Bandon, OR 97411

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

Coos County
2023 Real Property Assessment Report
 Account 963500
 NOT OFFICIAL VALUE

Map	28S1420-A0-00300	Tax Status	Assessable
Code - Tax ID	5403 - 963500	Account Status	Active
		Subtype	NORMAL
Legal Descr	See Record		
Mailing	RYAN, JUDY K 2220 COLONIAL CT DISCOVERY BAY CA 94505-9216	Deed Reference #	2023-1323
		Sales Date/Price	03-06-2023 / \$350,000
		Appraiser	GORDON WEST

Property Class	109	MA	SA	NH
RMV Class	101	06	27	RRL

Site	Situs Address	City
	56164 PROSPER JCT RD	BANDON

Value Summary					
Code Area	RMV	MAV	AV	RMV Exception	CPR %
5403	Land 437,880		Land	0	
	Impr 0		Impr	0	
Code Area Total	437,880	133,630	133,630	0	
Grand Total	437,880	133,630	133,630	0	

Land Breakdown										
Code Area	ID #	RFPD	Ex	Plan Zone	Value Source	Trend %	Size	Land Class	LUC	Trended RMV
5403	20	<input checked="" type="checkbox"/>		RR-2	Market	100	1.00 AC	MHS	001	119,430
	10			RR-2	Market	100	2.56 AC	MV	002	119,430
	30	<input checked="" type="checkbox"/>		RR-2	Market	100	4.00 AC	MV	002	199,020
Code Area Total							7.56			437,880

Improvement Breakdown									
Code Area	Year ID #	Stat Built	Class Description	Trend %	Total Sqft	Ex% MS Acct	Trended RMV		

Exemptions / Special Assessments / Notations				
Code Area 5403				
Tax Notations				
■ TAX NOTATION UNKNOWN ADDRESS				
Fire Patrol		Amount	Acres	Year
■ FIRE PATROL TIMBER		18.75	6.56	2023
Fire Patrol		Amount	Acres	Year
■ FIRE PATROL SRCHG		0.00		2023

Coos County
2023 Real Property Assessment Report
 Account 963502
 NOT OFFICIAL VALUE

Map 28S1420-A0-00200
 Code - Tax ID 5403 - 963502

Tax Status Assessable
 Account Status Active
 Subtype NORMAL

Legal Descr See Record

Mailing WINTERS, BARRY K & VANLEUVEN, JODIE M
 PO BOX 706
 BANDON OR 97411-0706

Deed Reference # 2022-1310
 Sales Date/Price 02-04-2022 / \$317,600
 Appraiser

Property Class 101 MA SA NH
 RMV Class 101 06 27 RRL

Site	Situs Address	City
10	56188 PROSPER JCT RD	BANDON

Value Summary						
Code Area		RMV	MAV	AV	RMV Exception	CPR %
5403	Land	238,810		Land	0	
	Impr	326,760		Impr	0	
Code Area Total		565,570	336,000	336,000	0	
Grand Total		565,570	336,000	336,000	0	

Land Breakdown										
Code Area	ID #	RFPD	Ex	Plan Zone	Value Source	Trend %	Size	Land Class	LUC	Trended RMV
5403	10	<input checked="" type="checkbox"/>		RR-2	Market	100	1.18 AC	HS	002	238,810
Code Area Total							1.18			238,810

Improvement Breakdown										
Code Area	ID #	Year Built	Stat Class	Description	Trend %	Total Sqft	Ex%	MS Acct	Trended RMV	
5403	1	1958	151	One story-Class 5	100	2,592			326,760	
Code Area Total						2,592			326,760	

Exemptions / Special Assessments / Notations				
Code Area	5403			
Fire Patrol	Amount	Acres	Year	
▪ FIRE PATROL SRCHG	47.50		2023	
▪ FIRE PATROL TIMBER	18.75	0.18	2023	

RECORDING REQUESTED BY:



105 E 2nd Street
Coquille, OR 97423

GRANTOR'S NAME:

Nancy Bemetz and John Bemetz as Co-Successor Trustees of
Mary Brown Living Trust

GRANTEE'S NAME:

Judy K. Ryan

AFTER RECORDING RETURN TO:

Order No.: 360623041828-TT
Judy K. Ryan
2220 Colonial Court
Discovery Bay, CA 94505

SEND TAX STATEMENTS TO:

Judy K. Ryan
2220 Colonial Court
Discovery Bay, CA 94505

APN: 983500
Map: 28S1420-A0-00300
58184 Prosper Jct Rd, Bandon, OR 97411

Coos County, Oregon	2023-01323	
\$101.00	Pgs=4	03/09/2023 09:30 AM
eRecorded by: TICOR TITLE COQUILLE - 105 E. 2ND ST. OR 97423		
Julle A. Brecke, Coos County Clerk		

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Nancy Bemetz and John Bemetz as Co-Successor Trustees of Mary Brown Living Trust, Grantor, conveys and warrants to Judy K. Ryan, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

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

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00). (See ORS 93.030)

Subject to:

Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, alleys and highways.

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

Recording Date: October 7, 1991
Recording No: 91-10-0250

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

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

Recording Date: October 7, 1991
Recording No: 91-10-0250

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.

STATUTORY WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: March 6, 2023

Nancy Bemetz and John Bemetz as Co-Successor Trustees of Mary Brown Living Trust

BY: John E Bemetz
John Bemetz
Co-Trustee

BY: see attached signature
Nancy Bemetz
Co-Trustee

State of _____
County of _____

This instrument was acknowledged before me on _____ by Nancy Bemetz as Co-Successor
Trustee of Mary Brown Living Trust.

Notary Public - State of _____

My Commission Expires: _____

State of Oregon
County of Jackson

This instrument was acknowledged before me on March 6, 2023 by John Bemetz as Co-Successor
Trustee of Mary Brown Living Trust.

[Signature]
Notary Public - State of Oregon

My Commission Expires: May 09, 2025



STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: March 6th 2023

Nancy Bemetz and John Bemetz as Co-Successor Trustees of Mary Brown Living Trust

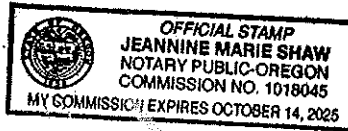
BY: _____
John Bemetz
Co-Trustee

BY: Nancy Bemetz
Nancy Bemetz
Co-Trustee

State of Oregon
County of Deschutes

This instrument was acknowledged before me on 3/6/23 by Nancy Bemetz as Co-Successor Trustee of Mary Brown Living Trust.

John
Notary Public - State of Oregon
My Commission Expires: Deschutes



State of _____
County of _____

This instrument was acknowledged before me on _____ by John Bemetz as Co-Successor Trustee of Mary Brown Living Trust.

Notary Public - State of _____

My Commission Expires: _____

Unofficial Copy

EXHIBIT "A"
Legal Description

A parcel of land located in Section 20 and Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, as described in deed recorded June 19, 1924, in Volume 93, Page 468, Records of Coos County, Oregon, being more particularly described as follows:

Beginning at the corner of Sections 16, 17, 20 and 21; thence West 36 rods (594 feet); thence South 40 rods (660 feet); thence East 58 rods (957 feet) to the County Road; thence Northerly to the Section line between Sections 21 and 16; thence West 20 rods (330 feet), more or less, to the point of beginning, in Section 20, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: All of the property in Parcel I and Parcel II, as described in deed recorded June 26, 2006 as Microfilm Reel No. 2006-8828, Records of Coos County, Oregon, being more particularly described as follows:

Parcel I: Beginning at a point at a 3/4 inch pipe which is 30 feet South of the Northwest corner of Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South 208.72 feet to a 3/4 inch pipe; thence East 208.72 feet to a pipe; thence North 208.72 feet; thence along the South boundary of the County Road 208.72 feet to the point of beginning. (Out of Tax Lot 7, Section 20, Township 28 South, Range 14 West, Willamette Meridian, Coos County, Oregon.) Save and except any portion lying within the limits of public road rights of way.

Parcel II: Beginning at a point at a 3/4 inch pipe on the East boundary of Section 20, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, which is 238.72 feet South of the Northeast corner of said Section 20; thence West 100 feet; thence North to the South boundary of Prosper County Road; thence East along the South boundary of Prosper County Road to the East boundary of said Section 20; thence South along said East boundary to the point of beginning. Save and except any portion lying within the limits of public road rights of way.

ALSO SAVING AND EXCEPTING THEREFROM: A portion of property as described in deed recorded November 15, 2013 as Microfilm Reel No. 2013-10995, Records of Coos County, Oregon, being more particularly described as follows:

Beginning at the Northeast corner of Section 20, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence North 89° 29' West 594 feet along the North boundary of said Section 20; thence South 61.51 feet, more or less, to the North boundary of existing 40 foot wide Prosper Road; thence Easterly along the North boundary of said Prosper Road to the point of beginning.

ALSO SAVING AND EXCEPTING THEREFROM: A portion of property as described in deed recorded October 11, 2019 as Microfilm Reel No. 2019-09255, Records of Coos County, Oregon, being more particularly described as follows:

Beginning at the Section corner common to Sections 16, 17, 20 and 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South approximately 208 feet to an iron pipe driven in the ground and to the Southwest corner of a parcel conveyed to Ralph Brown and Belva Brown; being the point of beginning; thence in an Easterly direction along the Southern edge of the parcel conveyed to Ralph Brown and Belva Brown approximately 208 feet to an iron pipe driven into the ground and to the right of way of the County Road; thence in a Southerly direction along said right of way a distance of 150 feet; thence due West to the Section line between Sections 20 and 21; thence North along said Section line to the place of beginning, being in Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

ALSO SAVING AND EXCEPTING THEREFROM: A portion of property as described in deed recorded February 10, 2022 as Microfilm Reel No. 2022-01310, Records of Coos County, Oregon, being more particularly described as follows:

A parcel of land situated in the NE 1/4 of the NE 1/4 of Section 20, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a 1 1/2 inch pipe located on the South edge of the County Road which is South 60° 15' West 308.2 feet and North 86° 19' West 117.51 feet from the Northeast corner of the said Section 20; thence North 77° 12' West 214.48 feet along the South edge of the said County Road to a 3/4 inch pipe; thence South 240.0 feet; thence South 77° 12' East 214.48 feet; thence North 240.0 feet to the point of beginning.

RECORDING REQUESTED BY:



12550 SE 93rd Ave, Ste 420
Clackamas, OR 97015

AFTER RECORDING RETURN TO:

Order No.: 162101945-JM
Barry K. Winters and Jodie M. VanLueven
PO BOX 706
Bandon, OR 97411

SEND TAX STATEMENTS TO:

Barry K. Winters and Jodie M. VanLueven
PO BOX 706
Bandon, OR 97411

Map: 28 S 14 W 20 A 200

Coos County, Oregon **2022-01310**
\$96.00 Pgs=3 02/10/2022 09:25 AM
eRecorded by: TICOR TITLE COOS BAY
Diris D. Murphy, Coos County Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Tiffany Schoonover and Mark Hall, Grantor, conveys and warrants to **Barry K. Winters and Jodie M. VanLueven, not as tenants in common but with rights of survivorship**, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

A parcel of land situated in the NE 1/4 of the NE 1/4 of Section 20, Township 28 South, Range 14 West, Willamette Meridian, Coos County, Oregon, more particularly described as follows: Begin at a 1 1/2 inch pipe located on the South edge of the County Road which is South 60° 15' West 308.2 feet and North 86° 19' West 117.51 feet from the Northeast corner of the said Section 20; thence North 77° 12' West 214.48 feet along the South edge of the said County Road to a 3/4 inch pipe; thence South 240.0 feet; thence South 77° 12' East 214.48 feet; thence North 240.0 feet to the point of beginning.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS THREE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (**\$317,600.00**). (See ORS 93.030).

Subject to: SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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.

TICOR 38118 | Lawyers 162101945

STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 4th 2-4-2022

Tiffany Schoonover
Tiffany Schoonover

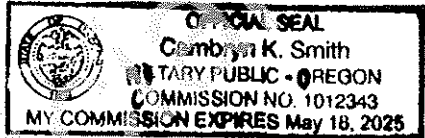
Mark Hall
Mark Hall

State of Oregon
County of Coos

This instrument was acknowledged before me on February 4, 2022 by Tiffany Schoonover and Mark Hall.

Cambryn K. Smith
Notary Public - State of Oregon

My Commission Expires: 5/18/25



Unofficial Copy

EXHIBIT "A"

GENERAL EXCEPTIONS:

Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.

Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, alleys and highways.

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

TRUST DEED

Barry K Winters, Jodie M VanLeuven
P O Box 706
Bandon, OR. 97411

Coos County, Oregon 2022-02883

\$91.00 03/29/2022 01:19 PM

Pgs=2

Grantor's Name and Address

AmeriTitle
1495 NW Garden Valley Blvd
Roseburg, OR. 97471



Diris D. Murphy, Coos County Clerk

Trustee's Name and Address

Leopold Lewandowski Living Trust 12-18-2020, Leopold Lewandowski TTEE
60317 Hwy 101, Bandon, OR. 97411

Beneficiary's Name and Address

After recording, return to filer's and address:

Barry K Winters, Jodie M VanLeuven
P O Box 706
Bandon, OR. 97411

(Tax statements to be mailed to this address)

THIS TRUST DEED, made on 11/15/2021 between

Barry K Winters, Jodie M VanLeuven, as Grantor,
AmeriTitle, as Trustee, and

Leopold Lewandowski Living Trust 12-18-2020, Leopold Lewandowski TTEE, as Beneficiary;

WITNESSETH: That Grantor irrevocably grants, bargains, sells and conveys to trustee, in trust, with power of sale, the property in Coos County, Oregon, described as follows (legal description of property):

A parcel of land situated in the NE 1/4 of the NE 1/4 of Section 20, Township 28 South, Range 14 West Willamette Meridian, Coos County, Oregon, more particularly described as follows: Begn at a 1 1/2 inch pipe located on the South edge of the County Road which is South 60.15' West 308.2 feet and North 86 19' West 117.51 feet from the Northeast corner of the said Section 20; thence North 66.12' West 214.28 feet along the South edge of the said County Road to a 3/4 inch pipe; thence South 240.0 feet; thence South 77.12' East 214.48 feet; thence North 240.0 feet to the point of beginning.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \$350,000.00

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on 12/15/2022

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers of searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and other hazards, as the beneficiary may from time to time require, in an amount not less than \$350,000.00, written by one or more companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof. For such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described. All such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee and attorney fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees. The amount of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay all reasonable costs, expenses and attorney fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby. Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon beneficiary's request.

(CONTINUED)

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.605 to 696.609.

9. At any time, and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; or (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event, the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.752 to 86.815.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.778 may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed, together with trustee and attorney fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of: (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney; (2) to the obligation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority; and (4) the surplus, if any, to the grantor, or to any successor in interest entitled to such surplus.

16. Beneficiary may, from time to time, appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one):
(a) primarily for grantor's personal, family or household purposes (see Important Notice below).
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.
This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgees, of the contract secured hereby, whether or not named as a beneficiary herein.

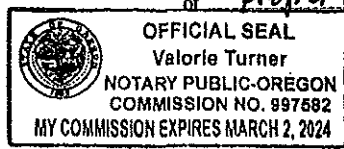
In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, grantor has executed this instrument the date stated above; any signature on behalf of a business or other entity is made with the authority of that entity.

***IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act is not required, disregard this notice.

Barry K. Winters
Jodie M. VanLeuven

STATE OF OREGON, County of Coos
This record was acknowledged before me on March 29, 2022
by Barry K. Winters
This record was acknowledged before me on March 29, 2022
by Jodie M. VanLeuven
as owners
of Property



Valorie Turner
Notary Public for Oregon
My commission expires 03/02/2024

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: AmeriTitle, Trustee
The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed, the estate now held by you under the same. Mail the reconveyance and documents to Barry K Winters, Jodie M VanLeuven, P O Box 706, Bandon, OR 97411

DATED 02/23/2022
Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both should be delivered to the trustee for cancellation before reconveyance is made. Leopold Lewandowski Living Trust 12-18-2020, Leopold Lewandowski TTEE

NE1/4 SEC. 20 T28S R14W WM COOS COUNTY

28S 14W 20A
& INDEX

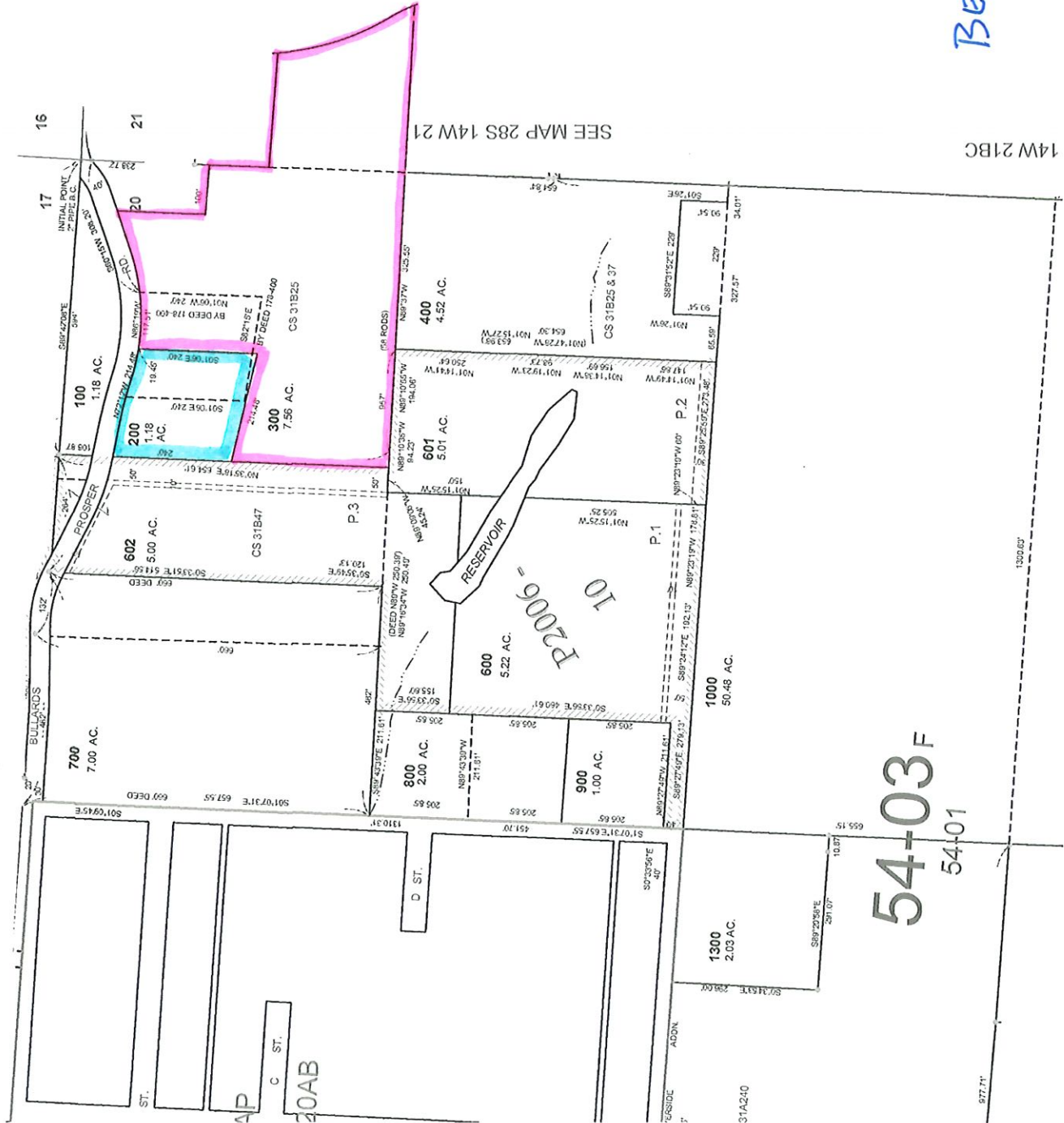
1" = 200'

MAP ADJUSTED TO FIT PAPER
NOT TO SCALE

CANCELLED NO

- 1100
- 301
- 500
- 1200
- 1302

SEE MAP 28S 14W 17D



54-03 F
54-01

BEFORE ADJUSTMENT

14W 21BC

NE1/4 SEC. 20 T28S R14W WM COOS COUNTY

28S 14W 20A
& INDEX

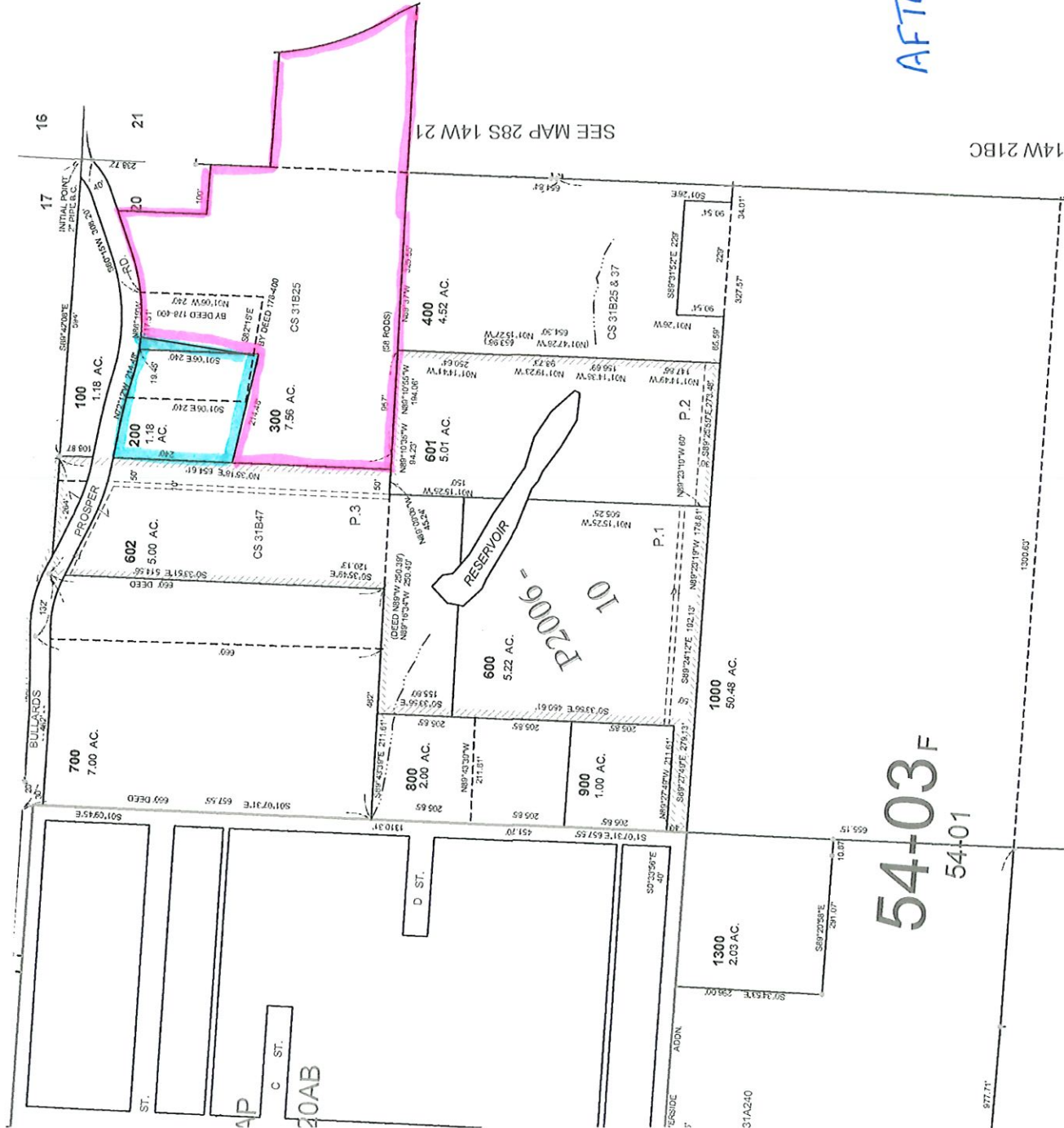
1" = 200'

MAP ADJUSTED TO FIT PAPER
NOT TO SCALE

CANCELLED NO

- 1100
- 301
- 500
- 1200
- 1302

SEE MAP 28S 14W 17D



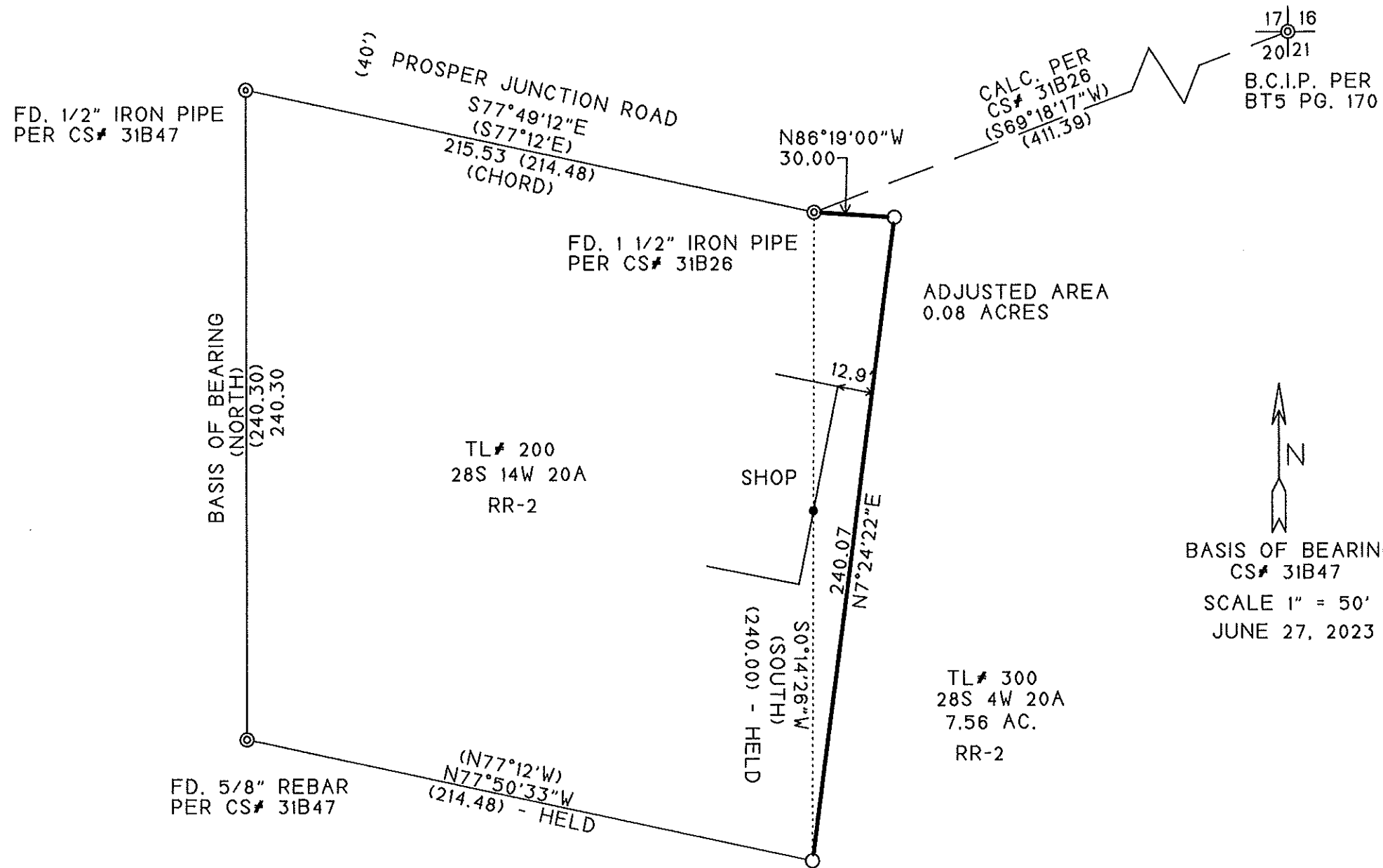
SEE MAP 28S 14W 21

14W 21BC

54-03 F
54-01

AFTER ADJUSTMENT

PROPERTY LINE ADJUSTMENT SURVEY - LOCATED IN THE NE1/4 OF
THE NE1/4 OF SECTION 20, T.28S., R.14W., W.M., COOS COUNTY, OREGON



COOS COUNTY SURVEYOR
DATE RECEIVED: _____
DATE ACCEPTED/FILED: _____
COOS COUNTY SURVEYOR

SURVEYED FOR:
BARRY WINTERS &
JODIE VANLUEVEN
P.O. BOX 706
BANDON, OR 97411
JUDY RYAN
2220 COLONIAL CT.
DISCOVERY BAY, CA 94505

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

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Troy Rambo
OREGON
JULY 14, 1988
TROY J. RAMBO
2865
RENEWAL 12-31-2024

- LEGEND
- ⊙ FD. 5/8" REBAR PER OPBII-35
 - SET 5/8" X 30" REBAR WITH A PLASTIC CAP STAMPED "LS 2865"
 - () RECORD BEARING/DISTANCE PER CS# 31B26 & CS# 31B47
 - OLD LINE
 - ADJUSTED LINE

PLANNING DEPT. FILE NO. PLA-23- _____
PLANNING DEPT. APPROVAL _____ DATE _____
DEED RECORDING NO. 2023 - _____