



PROPERTY LINE ADJUSTMENT

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

FILE NUMBER: PLA-23-027

Date Received: 11/7/23 Receipt #: 243921 Received by: C. Carr
This application shall be filled out electronically. If you need assistance please contact staff. If the fee is not included the application will not be processed. (If payment is received on line a file number is required prior to submittal)

LAND INFORMATION

A. Land Owner(s) Lone Rock TT Landco, LLC
Mailing address: PO Box 1127 Rosebrug, OR 97470
Phone: (541) 391-1494 Email: tmcintosh11@wou.edu
Township: 26S Range: 13W Section: 24 1/4 Section: D 1/16 Section: Select Tax lot: 100
Tax Account Number(s): 536105 Zone: Select Zone Forest (F)
Acreage Prior to Adjustment: 74.80 Acreage After the Adjustment 73.82

B. Land Owner(s) Craig Tyvoll
Mailing address: 61645 Edwards Mill Rd Coos Bay OR, 97420
Phone: 541-404-0345 Email: ctyvoll@yahoo.com
Township: 26S Range: 13W Section: 24 1/4 Section: D 1/16 Section: Select Tax lot: 200
Tax Account Number(s) 536104 Zone Rural Residential-2 (RR-2)
Acreage Prior to Adjustment: 2.15 Acreage After the Adjustment 3.13

C. Surveyor Stephan Estabrook
Mailing Address PO Box 778, Coos Bay, OR 97420
Phone #: 541-294-6915 Email: stephan@estabrooklandsurveying.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 property line adjustment is to increase the size of Property B by adjusting into Property A.

- A before and after vicinity map locating the proposed line adjustment or elimination in relocation to adjacent subdivisions, partitions, other units of land and roadways.
- A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan needs reflect structures as follows:
1. Within Farm and Forest at least within 30 feet of the property boundaries.
 2. Within Rural Residential at least 10 feet of the property boundaries.
 3. Within Controlled Development at least within 20 feet of the boundaries.
 4. Within Estuary Zones at least within 10 feet of the boundaries.
 5. Within Commercial and Industrial within 10 feet of the boundaries.

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

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

Please list all Lien Holders names and addresses:

Property 1: _____

Property 2: Fidelity National Title Company of Oregon
500 Liberty St. SE, Suite 200, Salem, OR 97301

Please answer the following:

- | | | |
|--|---|--|
| Will the adjustment create an additional Unit of land? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Does property 1 currently meet the minimum parcel/lot size ? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Does property 2 currently meet the minimum parcel/lot size? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Was property one created through a land division? Yes No

Was property two created through a land division? Yes No

Are there structures on the property? Yes No

If there are structures please provide how far they are in feet from the adjusted boundary line: >100'

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

Yes No
 Onsite Septic System Public Sewer

Is property one going to result in less than an acre and contain a dwelling? Yes No

Is property two going to result in less than an acre and contain a dwelling? Yes No

Is one or both properties zoned Exclusive Farm Use or Forest? Yes No

Will the property cross zone boundaries? If so, a variance request will be required. Yes No

Will the property line adjustment change the access point? Yes No

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.

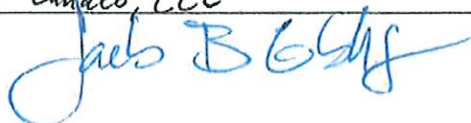
It shall be the duty of the Planning Director or his/her authorized representative to enforce the provisions of the Coos County Zoning and Land Development Ordinance pertaining to zoning, land use, the construction, erection, location or enlargement of any structure and land divisions including the relocation 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

Landowner A: Lone Rock Tr Landco, LLC

Jake Gibbs



Landowner B: Craig Tyvoll

TENTATIVE PROPERTY LINE ADJUSTMENT LOCATED IN THE SE 1/4 OF SECTION 24,
TOWNSHIP 26 SOUTH, RANGE 13 WEST, W.M., COOS COUNTY, OREGON.

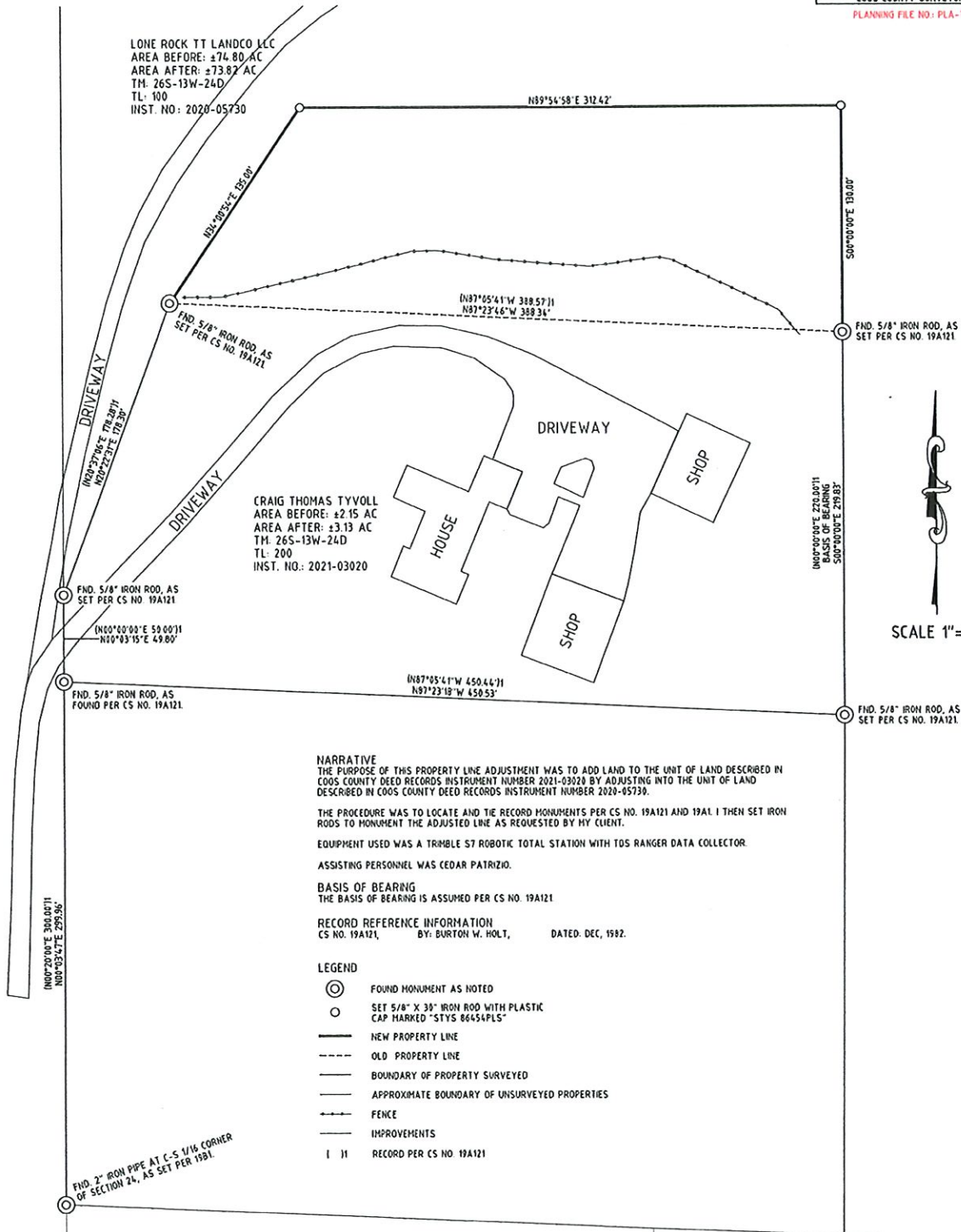
COOS COUNTY SURVEYOR

DATE RECEIVED _____

DATE ACCEPTED/FILED _____

COOS COUNTY SURVEYOR

PLANNING FILE NO: PLA-??-???



SCALE 1"=40'

NARRATIVE

THE PURPOSE OF THIS PROPERTY LINE ADJUSTMENT WAS TO ADD LAND TO THE UNIT OF LAND DESCRIBED IN COOS COUNTY DEED RECORDS INSTRUMENT NUMBER 2021-03020 BY ADJUSTING INTO THE UNIT OF LAND DESCRIBED IN COOS COUNTY DEED RECORDS INSTRUMENT NUMBER 2020-05730.

THE PROCEDURE WAS TO LOCATE AND TIE RECORD MONUMENTS PER CS NO. 19A121 AND 19A11 THEN SET IRON RODS TO MONUMENT THE ADJUSTED LINE AS REQUESTED BY MY CLIENT.

EQUIPMENT USED WAS A TRIMBLE S7 ROBOTIC TOTAL STATION WITH TDS RANGER DATA COLLECTOR.

ASSISTING PERSONNEL WAS CEDAR PATRIZIO.

BASIS OF BEARING

THE BASIS OF BEARING IS ASSUMED PER CS NO. 19A121

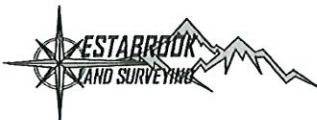
RECORD REFERENCE INFORMATION

CS NO. 19A121, BY: BURTON W. HOLT, DATED: DEC, 1982.

LEGEND

- ⊙ FOUND MONUMENT AS NOTED
- SET 5/8" X 30" IRON ROD WITH PLASTIC CAP MARKED "STYS 86454PLS"
- NEW PROPERTY LINE
- - - OLD PROPERTY LINE
- BOUNDARY OF PROPERTY SURVEYED
- - - APPROXIMATE BOUNDARY OF UNSURVEYED PROPERTIES
- FENCE
- IMPROVEMENTS
- | || RECORD PER CS NO 19A121

PROPERTY LINE ADJUSTMENT DEED PER COOS COUNTY DOCUMENT NO _____



PO BOX 778
COOS BAY, OR 97420
541-294-6915
WWW.ESTABROOKLANDSURVEYING.COM

PREPARED FOR:
LONE ROCK
PO BOX 1127
ROSEBURG, OR 97470

DRAWN BY: SRS
CHECKED BY: PJC
JOB NO.: 2023-084
DATE: 5/31/2023
SHEET: 1 OF 1

REGISTERED PROFESSIONAL LAND SURVEYOR

FOR REVIEW ONLY

OREGON NUMBER 6,302
STEPHAN R. STYS
86454PLS

EXPIRES 06/30/24

Ticor Title Company of Oregon
Order No. 360623043521



201 Central Avenue
(541)269-5127

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

To ("Customer"): Estabrook Land Surveying
PO Box 778
Coos Bay, OR 97420

Customer Ref.: _____
Order No.: 360623043521
Effective Date: October 30, 2023 at 05:00 PM
Charge: \$600.00

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:

Lone Rock TT Landco LLC, a Delaware limited liability company, as to Parcel I
Craig Thomas Tyvoll, as to Parcel II

Premises. The Property is:

(a) Street Address:

No Address, Coos Bay, OR 97420

(b) Legal Description:

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

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. Unpaid Property Taxes are as follows:

Fiscal Year: 2023-2024
Amount: \$489.38, plus interest, if any
Levy Code: 939
Account No.: 536105
Map No.: 26-13-24-D0-00100
(Parcel I)

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

Unpaid Property Taxes are as follows:

Fiscal Year: 2023-2024
Amount: \$5,312.43, plus interest, if any
Levy Code: 940
Account No.: 536104
Map No.: 26-13-24-D0-00200
(Parcel II)

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

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

Account No.: 536105

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

4. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: United States of America
Recording Date: June 21, 1960
Recording No: Book 279, Page 201
(Affects Parcel I)

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

Recording Date: February 2, 1952
Recording No.: Book 215, Page 526
(Affects Parcel I)

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

Recording Date: October 11, 1979
Recording No.: 79-05-1265
(Affects Parcel I)

7. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Pacific Power & Light Company
Recording Date: March 4, 1981
Recording No: 81-03-3522
(Affects Parcel I)

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

Recording Date: May 1, 1984
Recording No.: 84-05-6930
(Affects Parcel I)

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

Recording Date: May 6, 1984
Recording No.: 84-05-7543
(Affects Parcel I)

10. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Verizon Northwest Incorporated
Recording Date: October 28, 2003
Recording No: 2003-16908
(Affects Parcel I)

11. An Oil and Gas Lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: September 1, 2010
Lessor: Lone Rock Timberland Co.
Lessee: Westport Energy LLC
Recording Date: September 23, 2010
Recording No: 2010-8684
(Affects Parcel I)

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

Entitled: Aggregates Deed
Recording Date: June 23, 2020
Recording No: 2020-05887
(Affects Parcel I)

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

Ticor Title Company of Oregon
Order No. 360623043521

13. Easement(s) and rights incidental thereto as set forth in a document:

Entitled: Aggregates Deed
In favor of: Lone Rock TT Logco LLC
Recording Date: June 23, 2020
Recording No: 2020-05887
(Affects Parcel I)

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

Amount: \$350,000.00
Dated: March 15, 2021
Trustor/Grantor: Craig Thomas Tyvoll
Trustee: Fidelity National Title Company of Oregon
Beneficiary: Wells Fargo Bank, N.A.
Recording Date: March 17, 2021
Recording No.: 2021-03021
(Affects Parcel II)

End of Reported Information

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

Coos Bay Title

coosbaytitle@ticortitle.com

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

EXHIBIT "A"
Legal Description

PARCEL I:

The North 1/2 of the SE 1/4 of Section 24, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

SAVE AND EXCEPT a parcel conveyed to Marvin W. Meeler et ux in Book 286 Page 402 Deed Records, Coos County, Oregon, described as follows: Beginning at the Southwest corner of the NW 1/4 of the SE 1/4 of said Section 24; thence South 87° 02' East along the South boundary of the said quarter-quarter Section line 450 feet; thence North 0° 20' East parallel to the center line of said Section 24 a distance of 300 feet; thence North 87° 02' West 450 feet; thence South 0° 20' West along the said center line a distance of 300 feet to the point of beginning.

ALSO SAVE AND EXCEPT a parcel conveyed to James P. Helgeson et ux bearing Microfilm Reel No. 70-06-49230, Records Coos County, Oregon described as follows: Beginning at the 1/4 corner common to Sections 24 and 25, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North along the center line of Section 24, to the center South 1/16th corner of Section 24; thence continuing North along the center line of Section 24, a distance of 300.00 feet to the true point of beginning of this deed; thence East, parallel with the center line of the SE 1/4 of Section 24, a distance of 450 feet; thence North parallel with the center line of Section 24 a distance of 220 feet; thence West parallel with the center line of the SE 1/4 of Section 24 a distance of 388.13 feet; thence South 20° West a distance of 180.91 feet; thence South along the center line of Section 24 a distance of 50.00 feet to the point of beginning.

PARCEL II:

Beginning at the quarter corner common to Sections 24 and 25, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North along the center line of Section 24 to the center line South 1/16th corner of Section 24; thence continuing North along the center line of said Section 24 a distance of 300 feet to the true point of beginning of this description; thence East parallel with the center line of the SE 1/4 of said Section 24 a distance of 450.00 feet; thence North parallel with the center line of said Section 24 a distance of 220.00 feet; thence West parallel with the center line of the SE 1/4 of said Section 24 a distance of 388.13 feet; thence South 20° West 180.91 feet; thence South along the center line of said Section 24 a distance of 50.00 feet to the true point of beginning.

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