



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-23-031

Date Received: 12/4/23 Receipt #: 243943 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) Vicki L. Hanson

Mailing address: P.O. Box 721181, Naalaha, HI, 96772

Phone: 808-345-3996

Email: kuleanaqueen@yahoo.com

Township: Range: Section: 1/4 Section: 1/16 Section: Tax lot: 24S 13W 13 C Select 200

Tax Account Number(s): 168007

Zone: Select Zone Rural Residential-5 (RR-5)

Acreage Prior to Adjustment: 2.85

Acreage After the Adjustment 2.79

B. Land Owner(s) Kenneth M. Sunderland

Mailing address: 68520 Ridge Road, North Bend, OR 97459

Phone: 541-756-5759

Email:

Township: Range: Section: 1/4 Section: 1/16 Section: 24S 13W 13 C Select 400

Tax Account Number(s) 168008

Zone Rural Residential-5 (RR-5)

Acreage Prior to Adjustment: 3.88

Acreage After the Adjustment 3.94

C. Surveyor Troy Rambo

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

Phone #: 541-751-8900

Email: mandrllc@frontier.com

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

Submittal Requirements:

An application for a line adjustment or elimination shall be filed by the owners of all units of land affected. The application shall be accompanied by an appropriate fee and contain the following information:

- a. A property line adjustment must include a tentative map drawn on 8 ½" x 11" or 11" x 17" size paper. The map shall contain the following information:
 - i. North arrow and Scale – The property boundaries and any other required detail shall be provided to scale.
 - ii. Existing and proposed property line dimensions and size in square feet or acres of the lawfully established units of land that are subject of the application. The existing and proposed property configurations will be shown on separate sheets of paper as before and after maps and shall contain acreage before and after adjustments.
 - iii. Identification, size, and dimensions of the area(s) proposed to be adjusted from one property to the other.
 - iv. Roads abutting and located within the subject properties, including names and road right-of-way or easement widths, and labeled as either public or private.
 - v. Location of on-site wastewater treatment systems or name of sanitary sewer district. This includes drain field and repair areas. All on-site wastewater improvements are to remain on the same unit of land as the structure it is serving.
 - vi. Easements, shown with dimensions, type, labeled as existing or proposed, and specifically noting to whom they benefit
 - vii. Existing structures and the distance from each structure to the existing and proposed property lines. Setbacks for all structures within 50 feet of the proposed property line (130 feet if property is zoned Forest or Forest Mixed Use) must be verified on a site plan prepared and stamped by an Oregon registered professional land surveyor. If no structures exist within the specified area, the surveyor can submit a stamped letter so stating.
- b. A preliminary title report or title search for each property, to determine ownership and any recorded deed restrictions.
- c. Evidence to show that the units of land are lawfully created pursuant to Section 6.1 Lawfully Created. If the conformance of the unit of land is unknown, then a Lawfully Created Determination application will be required either prior or in conjunction with a property line adjustment application. If a Lawfully Created Unit of Land Determination is required, then this will be treated as an Administrative Action.
- d. Upon completion of the Property Line Adjustment Review the mapping and filing requirements of Section 6.3.157 shall be followed.

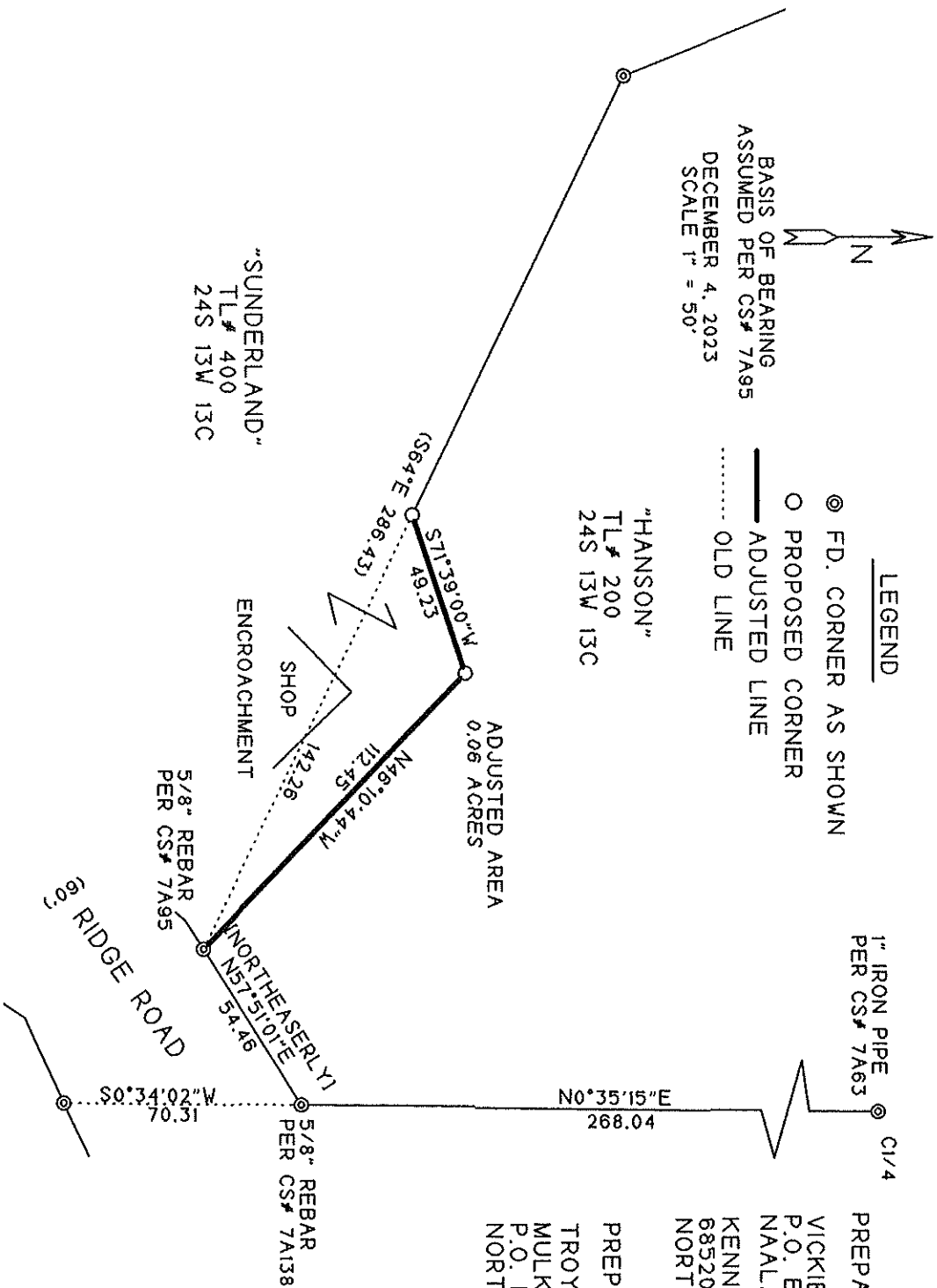
2. Decrease the size of a lawfully established unit of land that contains an existing dwelling or is approved for construction of a dwelling to a size smaller than the minimum lot or parcel size, if another lawfully established unit of land affected by the property line adjustment would be increased to a size as large as or larger than the minimum lot or parcel size required to qualify the other affected lawfully established unit of land for a dwelling.
3. Allow an area of land used to qualify a lawfully established unit of land for a dwelling based on an acreage standard to be used to qualify another lawfully established unit of land for a dwelling if the land use approval would be based on an acreage standard. Or
4. Allow for change in configuration to qualify for a Forest Template Dwelling. The adjustment may require a template test prior and after any adjustments made after January 1, 2019 at the time a Forest Template Dwelling Application is received.

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

Property Owner Signatures

Lickie L. Hanson
Ken [Signature]

PROPOSED PROPERTY LINE ADJUSTMENT - LOCATED IN THE NE1/4 SW1/4
 OF SECTION 13, T.24S., R.13W., W.M., COOS COUNTY, OREGON



PREPARED FOR:

VICKIE L. HANSON
 P.O. BOX 721181
 NAALAHUA, HI 96772
 KENNETH M. SUNDERLAND
 68520 RIDGE RD
 NORTH BEND, OR 97459

PREPARED BY:

TROY RAMBO
 MULKINS & RAMBO, LLC
 P.O. BOX 809
 NORTH BEND, OR 97459

SW1/4 SEC. 13 T24S R13W W.M.
COOS COUNTY

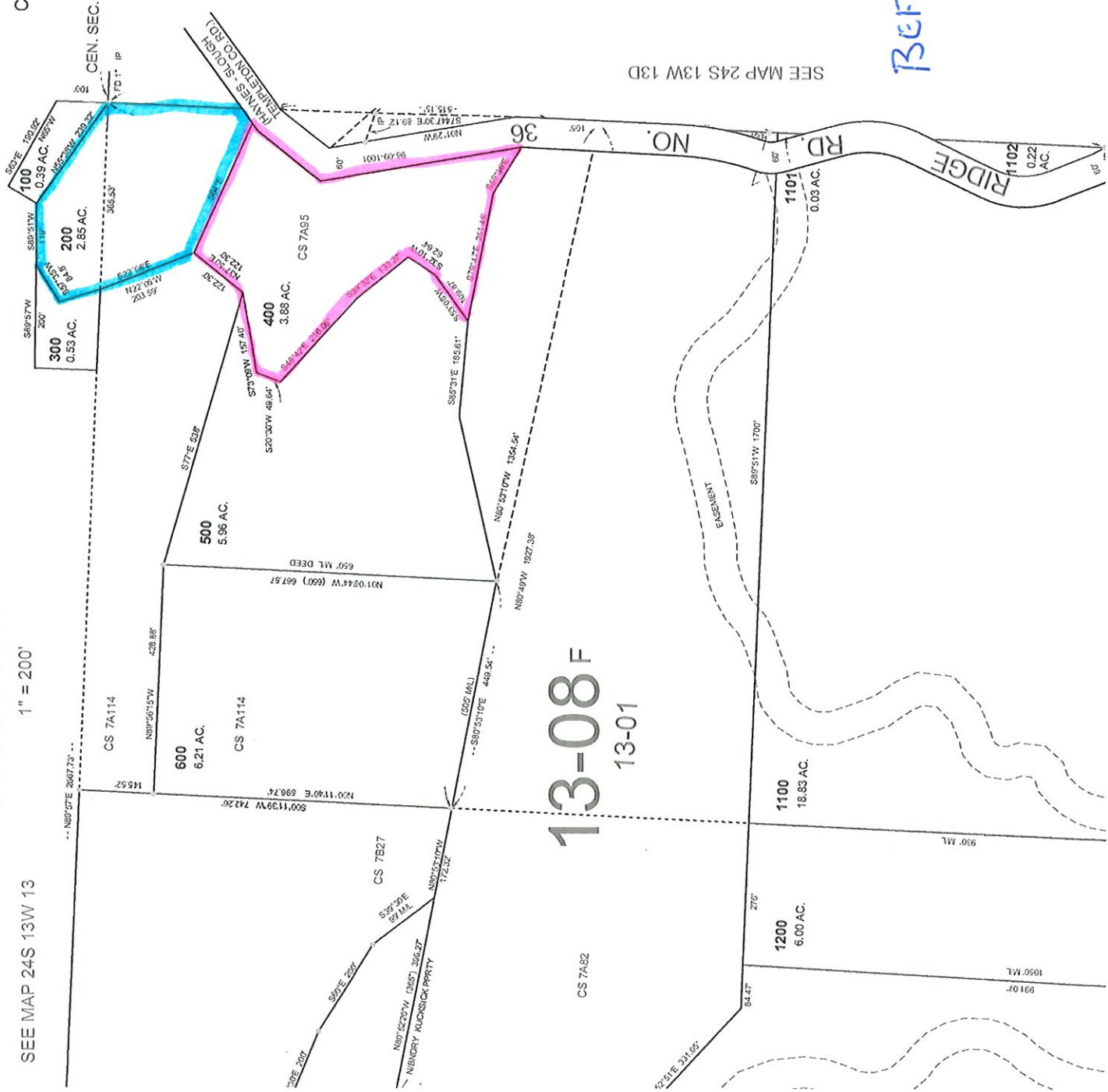
24S 13W 13C

SEE MAP 24S 13W 13

1" = 200'

CANCELLED NO.

2001
1901



SEE MAP 24S 13W 13D

BEFORE ADJUSTMENT



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

STATUS OF RECORD TITLE

Troy Rambo
Mulkins & Rambo, LLC
PO Box 809
North Bend, OR 97459
Your Reference No. 68595 Zara Road NorthBend,Or

November 27, 2023
Title Number: 614370AM
Title Officer: Chris Watson
Fee: \$200.00

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

See attached Exhibit 'A'

Vestee:

Vickie L. Hanson

and dated as of **November 14, 2023** at 7:30 a.m.

Said property is subject to the following on record matters: Tax Information:

Taxes assessed under Code No. 1301 Account No. 168007 Map No. 24-13W-13C-00200
NOTE: The 2023-2024 Taxes: \$614.49, are Paid

1. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.
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: West Coast Power Co., a corporation
Recorded: July 19, 1941
Instrument No.: [1095](#)
Book: 140, Page: 100
3. 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: West Coast Power Co., a corporation
Recorded: July 19, 1941
Instrument No.: [1100](#)
Book: 140, Page: 102
4. 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: Central Lincoln Peoples Utility District, a municipal corproation
Recorded: September 8, 1979
Instrument No.: [71-9-62974](#)

5. 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: General Telephone Company of the Northwest, Inc., a corporation
Recorded: October 1, 1971
Instrument No.: [71-10-63780](#)

6. 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: General Telephone Company of the Northwest, Inc., a corporation
Recorded: October 1, 1971
Instrument No.: [71-10-63786](#)

7. Easement Deed for Ingress and Egress, including the terms and provisions thereof,
Recorded: June 27, 2023
Instrument No.: [2023-04470](#)

8. Terms, provisions and conditions, including but not limited to maintenance provisions, contained in appurtenant easement,
Recorded: June 27, 2023
Instrument No.: [2023-04470](#)

9. According to the available County Assessor's Office records, the Land is purported to have no improvements and/or is non-owner occupied. Upon confirmation that the seller's identity has been verified, the Company may amend this Preliminary Title Report to add, among other things, additional exceptions or requirements.

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. 614370AM

Beginning at the quarter corner at the center of Section 13, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, and running thence North 55° 38' West 239.32 feet to the centerline of a 60 foot road right of way; thence South 89° 51' West 119.00 feet; thence South 57° 35' West 84.8 feet; thence South 04° 11' East 72.50 feet; thence South 22° 06' East 203.59 feet; thence South 64° East to the West boundary of the Ridge Road; thence Northeasterly along said West boundary to the quarter line, of said Section 13; thence Northerly along the quarter line to the point of beginning.

“FOR INFORMATIONAL PURPOSES ONLY, THE FOLLOWING IS INCLUDED”
24-13W-13C-00200

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	2023-01760
\$111.00 Pgs=6	03/27/2023 11:42 AM
eRecorded by: FIRST AMERICAN TITLE ROSEBURG	
Julie A. Brecke, Coos County Clerk	

After recording return to:
Vickie L. Hanson
PO BOX 721181
Naalaha, HI 96772

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

- 2) **Direct Party/Grantor(s)** ORS 205.125(1)(b) and ORS 205.160
Cassandra Knight, Conservator for Richard A. Woods, who acquired title as Richard W. Woods, a Protected Person

- 3) **Indirect Party/Grantee(s)** ORS 205.125(1)(a) and ORS 205.160
Vickie L. Hanson

- 4) **True and Actual Consideration** ORS 93.030
\$90,000.00

- 5) **Send Tax Statements to:**
No change

: If this box is checked, the 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 correct the Grantor language to "Cassandra Knight, Conservator for Richard A. Woods, who acquired title as Richard W. Woods, a Protected Person". The document is also being re-recorded to correct the scrivener error in the legal description of the county reflected in Parcel 2, from Douglas County to the accurate county of Coos, previously recorded as Fee Number 2022-11155."

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

Coos County, Oregon **2022-11155**
\$106.00 Pgs=5 12/30/2022 11:06 AM
eRecorded by: FIRST AMERICAN TITLE ROSEBURG
Diris D. Murphy, Coos County Clerk

AFTER RECORDING RETURN TO:
Required on all documents
Vickie L. Hanson
P.O. Box 721181
Naalaha, HI 96772

ALL TAX STATEMENTS SHALL BE SENT TO:
If conveying or contracting to convey fee title to real property:
Vickie L. Hanson
P.O. Box 721181
Naalaha, HI 96772

RECORDING COVER SHEET - Please print or type information
Any errors in this cover sheet **DO NOT** affect the transactions(s) contained in the instrument itself.

(Required if document does not meet first page recording requirements under ORS 205.234 or does not provide adequate space on the first page for the recording certificate)

DOCUMENT TITLE(S)

(If two or more transactions, document(s) must be clearly labeled to record transaction in appropriate records)

Warranty Deed

NAME(S) OF FIRST PARTY/GRANTOR/DIRECT party(s):

Cassandra Knight, Conservator for Richard A. Woods, a protected person

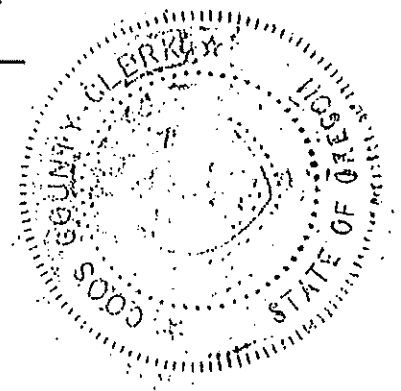
NAME(S) OF SECOND PARTY/GRANTEE/INDIRECT party(s):

Vickie L. Hanson

LIEN DOCUMENTS: Amount of lien \$ n/a

If conveying or contracting to convey fee title to real property:

True and Actual Consideration Paid \$ 90,000.00





After recording return to:
Vickie L. Hanson
PO Box 721181
Naalaha, HI 96772

Until a change is requested all tax
statements shall be sent to the
following address:
Vickie L. Hanson
PO Box 721181
Naalaha, HI 96772

File No.: 7391-4018533 (sj)
Date: November 29, 2022

THIS SPACE RESERVED FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Cassandra Knight, Conservator for

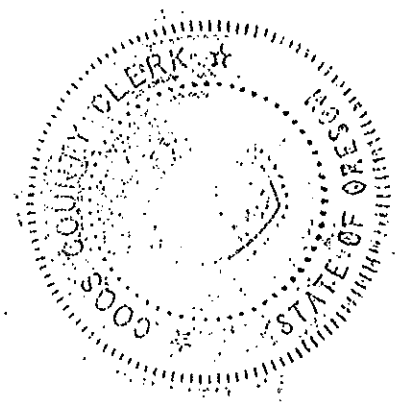
Richard A. Woods, a Protected Person, Grantor, conveys and warrants to **Vickie L. Hanson**,
Grantee, the following described real property free of liens and encumbrances, except as specifically set
forth herein:

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

Subject to:

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

The true consideration for this conveyance is **\$90,000.00**. (Here comply with requirements of ORS 93.030)



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.

Dated this 20 day of December, 2022.

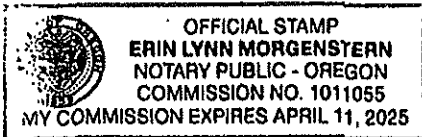
Richard A. Woods, a Protected Person

Cassandra Knight
Cassandra Knight, Conservator

STATE OF Oregon)
County of Coos)ss.
)

This instrument was acknowledged before me on this 20 day of December, 2022 by Cassandra Knight as Conservator of Richard A. Woods, a Protected Person, on behalf of the Protected Person.

Erin Lynn Morgenstern



Notary Public for Oregon
My commission expires: 4/11/25

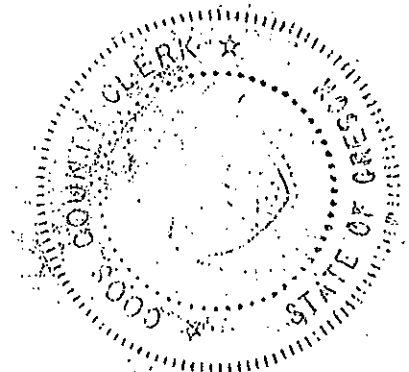


EXHIBIT A

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

PARCEL 1

Beginning at the quarter corner at the center of Section 13, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, and running thence North 55° 38' West 239.32 feet to the centerline of a 60 foot road right of way; thence South 89° 51' West 119.00 feet; thence South 57° 35' West 84.8 feet; thence South 04° 11' East 72.50 feet; thence South 22° 06' East 203.59 feet; thence South 64° East to the West boundary of the Ridge Road; thence Northeasterly along said West boundary to the quarter line, of said Section 13; thence Northerly along the quarter line to the point of beginning.

"FOR INFORMATIONAL PURPOSES ONLY, THE FOLLOWING IS INCLUDED"

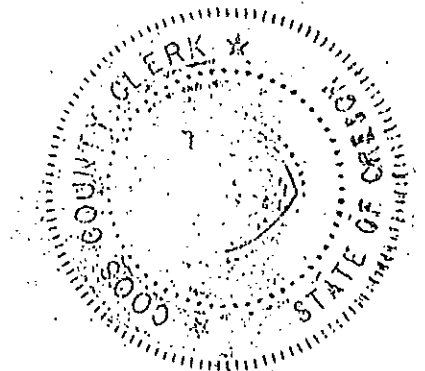
24-13W-13C-00200

PARCEL 2

Beginning at the quarter at the center of Section 13, Township 24 South, Range 13 West of the Willamette Meridian, Douglas County, Oregon and running thence North 55° 38' West 239.32 feet to the centerline of a 60 foot road right of way; thence North 28° East 58.50 feet; thence South 63° East 190.92 feet to the quarter line of said Section 13; thence Southerly along the quarter line 100.00 feet to the point of beginning.

"FOR INFORMATIONAL PURPOSES ONLY, THE FOLLOWING IS INCLUDED"

24-13W-13C-00100



IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF DOUGLAS
PROBATE DEPARTMENT

Case Number: 22PR01148

LETTERS OF CONSERVATORSHIP

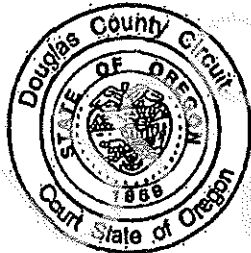
IN THE MATTER OF THE CONSERVATORSHIP OF: RICHARD A WOODS

STATE OF OREGON)
) ss.
County of Douglas)

BY THESE LETTERS OF CONSERVATORSHIP be informed:

That on August 3, 2022, the Circuit Court of Douglas County, State of Oregon, appointed Cassandra M. Knight conservator of the estate of Richard A Woods, and that the named conservator has qualified and has the authority and duties of conservator of the estate of the named protected person as provided by law.

IN WITNESS WHEREOF, I, as Clerk of the Circuit Court of the State of Oregon for the County of Douglas, subscribe my name and affix the seal of this court on August 16, 2022.



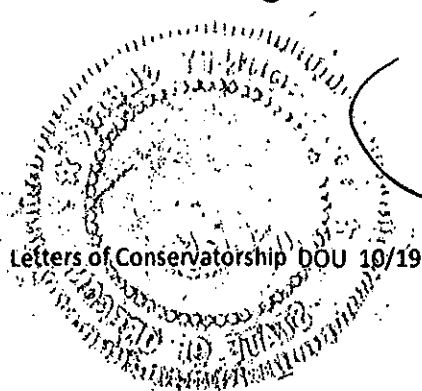
TRIAL COURT ADMINISTRATOR
8/16/2022 2:00:30 PM

By J. Waitman
J. Waitman, Circuit Court Clerk

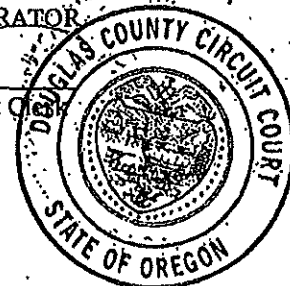
STATE OF OREGON)
) ss.
County of Douglas)

I certify that this copy of the Letters is a true, full and correct copy of the original Letters filed with this court.
I further certify that the Letters are still in full force and effect and have not been revoked or set aside.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of this Court this 16th day of Aug, 2022.



TRIAL COURT ADMINISTRATOR
By J. Waitman
Court Clerk



and appliances, over and upon a strip of land, described as follows:

That land owned by H. A. Fierke and his wife Mrs. Anna Fierke which lies in Sections 11 and 12 of Twp. 24 South, Range 13 W. W. M. all in Coos County, Oregon. . .

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands, and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th day of April, 1941.

WITNESSED BY: _____ H. A. Fierke)seal(
Anna Fierke)seal(

STATE OF OREGON
COUNTY OF COOS SS: On this day personally appeared before me H. A. Fierke and his wife Anna Fierke to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 29th day of April, 1941.

Recorded July 19, 1941, 11:30 A. M.
L. W. Oddy, County Clerk
W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
(Notarial Seal)

1097-

RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Co., a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, James G. Siestroom and Ethel Siestroom, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land, described as follows:

That land, owned by James G. Siestroom and his wife Mrs. Ethel Siestroom, which lies in Section 14 Twp. 24 S. R. 13 W. W. M. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this thirtieth day of April, 1941.

WITNESSED BY: _____ James G. Siestroom)seal(
Ethel Siestroom)seal(

STATE OF OREGON
COUNTY OF COOS SS: On this day personally appeared before me James G. Siestroom and his wife Mrs. Ethel Siestroom, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 30th day of April, 1941.

Recorded July 19, 1943, 11:30 A. M.
L. W. Oddy, County Clerk
W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
(Notarial Seal)

1098-

RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Company, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, Ernest A. Peterson and Wilda M. Peterson, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles,

D-140

towers and appliances, over and upon a strip of land, described as follows:

That land, owned by Ernest A. Peterson and his wife Wilda M. Peterson, which lies in the SE $\frac{1}{4}$ of Sec. 12, Twp. 24 S. R. 13 W. W. M., also that land owned by Ernest A. Peterson and his wife Wilda M. Peterson which lies in Sections 6 and 7 of Twp. 24 S. R. 13 W. W. M. all in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th day of April, 1941.

WITNESSED BY: _____ Ernest Peterson)seal(
Wilda M. Peterson)seal(

STATE OF OREGON
COUNTY OF COOS SS: On this day personally appeared before me Ernest A. Peterson and his wife Mrs. Wilda M. Peterson, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 29th day of April, 1941.

Recorded July 19, 1941, 11:30 A. M.
L. W. Oddy, County Clerk

W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
(Notarial Seal)

1099-

RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Co., a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, D. R. Howard and Ethel Howard, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land, described as follows:

That land owned by D. R. Howard and his wife Mrs. Ethel Howard which lies in Section 14, Twp. 24 S. Rge. 13 W. W. M. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of May, 1941.

WITNESSED BY: _____ D. R. Howard)seal(
Ethel R. Howard)seal(

STATE OF OREGON
COUNTY OF COOS SS: On this day personally appeared before me D. R. Howard and his wife Ethel R. Howard to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 22nd day of May, 1941.

Recorded July 19, 1941, 11:30 A. M.
L. W. Oddy, County Clerk

W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
(Notarial Seal)

1100-

RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Company, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, T. M. Devereux, and Mrs. Zora Devereux,

his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appliances, over and upon a strip of land, described as follows:

That land owned by Wm. Blackmore and being purchased on contract by _____ his wife, which lies in Sections 13 and 14 of Twp. 24 S. R. 13 W. W. M. in Coos Co., Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this tenth day of June, 1941.

WITNESSED BY: _____ T. M. Devereux)seal(
Zara Devereux)seal(

STATE OF OREGON
COUNTY OF COOS SS: On this day personally appeared before me T. M. Devereux and his wife Mrs. Zara Devereux to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this tenth day of June, 1941.

Recorded July 19, 1941, 11:30 A. M. W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
K. W. Oddy, County Clerk (Notarial Seal)

1101- RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Co., a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, M. L. Dickerson and Mrs. M. L. Dickerson, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appliances, over and upon a strip of land, described as follows:

That land, owned by M. L. Dickerson and his wife Mrs. M. L. Dickerson, which lies in the NW 1/4 of Sec. 14 Twp. 24 S. Range 13 W. W. M. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this Fourteenth day of June, 1941.

WITNESSED BY: _____ M. L. Dickerson)seal(
Mrs. M. L. Dickerson)seal(

STATE OF OREGON
COUNTY OF COOS SS: On this day personally appeared before me M. L. Dickerson and his wife Mrs. M. L. Dickerson, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 14 day of June, 1941.

Recorded July 19, 1941, 11:30 A. M. W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
L. W. Oddy, County Clerk (Notarial Seal)

1102- RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Company, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, H. P. Howard and Mrs. Ada Howard, his wife,

D-1100

71-9-62974

Right of Way Easement

KNOW ALL MEN BY THESE PRESENTS:

In consideration of One Dollar (\$1.00), and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby grants a perpetual easement See a Utility Line to the GENERAL LINCOLN PEOPLE'S UTILITY DISTRICT, a municipal corporation, with the right to place, construct, operate and maintain, inspect, reconstruct, repair, replace and keep clear electric power lines and communication lines with all necessary poles, towers, wires, cables, guys, anchors, fixtures and appurtenances attached thereto upon, across, over and/or under the following described property situated in Clatsop County, State of Oregon:

BEGINNING AT THE S.E. CORNER OF THE S.W. 1/4 OF SECTION 13 T. 24 S. R. 13 W. W.M. THENCE NORTH ALONG THE QUARTER SECTION LINE A DISTANCE OF 1060' PLUS OR MINUS THENCE WEST A DISTANCE OF 80' PLUS OR MINUS TO THE TRUE POINT OF EASEMENT BEGINNING THENCE N. 8° 15' E. A DISTANCE OF 80' PLUS OR MINUS, THENCE N. 16° 30' W. A DISTANCE OF 320' PLUS OR MINUS, THENCE N. 75° W. A DISTANCE OF 175' THENCE N. 20° W. A DISTANCE OF 180' PLUS OR MINUS, THENCE S. 75° W. A DISTANCE OF 320' - ALSO INCLUDING ATTACHED RIGHTS OF WAY DESCRIPTION

EASEMENT TO BE LIMITED TO 10' ON BOTH SIDES OF THE ABOVE DESCRIBED CENTERLINE

Grantee shall at all times have the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearance for said line; and grantee shall further have the right of full and free ingress to and egress from said property for all purposes herein mentioned, and to remove at any time any or all of the poles, towers and/or wires, cables, guys, anchors, fixtures and appurtenances from the said property.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 2ND day of SEPT, 1973.

WITNESS:
Ken Eason

Jared Devereux
By Jack M. Devereux
Attorney at Law

STATE OF OREGON
County of Clatsop
On this 2 day of Sept, 1973, before me, the undersigned officer, personally appeared Jack M. Devereux for Frank Devereux to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes therein mentioned.



F. B. Davis
Notary Public for Oregon
My Commission Expires: Sept 24, 1973

71-9-62975

BEGINNING AT A POINT WHICH BEARS N. 53° 38' W.
239.32' FROM THE CENTER SECTION 1/4 CORNER OF
SEC. 13 T. 24 S. R. 13 W. W.M AND RUNNING THENCE
S. 89° 51' W. 119.0 FT. THENCE S. 57° 35' W. 84.8'
THENCE S. 4° 11' E. 72.5' THENCE S. 22° 06' E. 203.59'
THENCE S. 27° 50' W. 122.30' THENCE S. 73° 09' W.
157.40' THENCE S. 20° 30' W. 49.64' THENCE S. 48° 42' E.
216.06' THENCE S. 39° 32' E. 133.27' THENCE S. 32° 10' W.
62.64' THENCE S. 53° 08' W. 109.87' TO THE CENTERLINE
OF A 60' ROAD RIGHT OF WAY.

-- ALSO --

BEGINNING AT THE N.W. CORNER OF THE
S.W. 1/4 OF SEC. 13 T. 24 S. R. 13 W. W.M. AND
RUNNING THENCE S. 28° E. 121' ALONG THE
MIDDLE OF THE EXISTING ROAD; THENCE S. 41° 40' E.
200' THENCE S. 62° E. 146.4 FT. THENCE S. 78° 30' E.
200' THENCE S. 74° E. 200' THENCE S. 69° 30' E.
200' THENCE S. 65° E. 200' THENCE S. 39° 30' E.
69' + 012' - ALONG THE MIDDLE OF THE ROAD TO
A POINT WHICH IS 30' N. OF THE N. LINE OF A
PARCEL OF LAND DEEDED TO PAUL A. KUCIUK, THENCE
S. 80° 49' W. 640' TO A POINT WHICH IS N. 80° 49' W.
905' FROM THE W. BOUNDARY OF SAID SEC. 13,
THENCE N. 79° 20' E. 317' THENCE S. 85° 31' W.
185.61' THENCE S. 79° 48' E. 251.45' THENCE S. 59° 36' E.
TO THE RIDGE ROAD.



J. B. Davis

71-9-62975-75 216

State of Oregon
County of Coos
I hereby certify that the within instrument
was filed for record

SEP. 8 9 57 AM '71

and recorded in Book of Records
Microfilm Reel No. 71-9-62975
of said County.
WITNESS my hand and Seal of County
Clerk
Ray F. Crabtree, Coos County Clerk
By [Signature] Deputy
Return to [Signature]
Fee 3.40

Form No. 4366 NW
(5-68)

71-10-63786

SEP 22 1971

Recorded _____ / _____ / _____
Plant Records by _____

653-284261

RIGHT OF WAY EASEMENT

EPHCO
THE GRANTOR Robert W. & Frances P. Sepich

560 N. 10th St. Coos Bay, Oregon

For a valuable consideration convey \$1.00 (one dollar) and warrant _____ to General Telephone Company of the Northwest, Inc. a corporation, and to _____ a corporation, and their successors or assigns, and licensees and other persons as may be authorized by General Telephone Company of the Northwest, Inc., a perpetual right of way and easement over, under, above, and across the following described property, situated in the Coos County,

STATE of Oregon TO WIT this is a request to bury Telephone cable on the East side of existing road way. Beginning at the $\frac{1}{4}$ corner at the center of Sec. 13, Twnshp 24 South, Range 13 West of the Willamette Meridian and running thence North $55^{\circ} 38'$ West 239.32 ft to the center line of a 60 foot road right of way; thence South $89^{\circ} 51'$ West 119.00 ft; thence South $57^{\circ} 35'$ West 84.8 ft; thence South $04^{\circ} 11'$ East 72.50 ft; thence South $22^{\circ} 06'$ East 203.59 ft; thence South 64° East to the West right of way line of the Ridge Road; thence Northeasterly along the road right of way line to the quarter line of said Section 13; thence Northerly along said $\frac{1}{4}$ line to the point of beginning. Being 2.5 acres, more or less.

Together with the right to install, inspect, and maintain all of the facilities necessary to provide communication service, power service, and other related services located on said right of way and easement, including the trimming or removal of any brush, ~~xxxxxx~~ ~~xxxxxx~~ that may interfere with the construction, maintenance and operation of said services.

Witness my hand on this 17th day of September, 19 71.

Grantor Robert W. Sepich
Grantor Frances P. Sepich
Grantor _____
Mortgagee _____
BY _____

(Corporate Seal)
Original copy

STATE OF 71-10-63787
COUNTY OF _____

Be it remembered that on this _____ day of _____ before me, the undersigned, a Notary Public, appeared _____ to me personally known that he, the said _____

_____, a corporation; that the instrument is the corporate seal of said corporation; signed and sealed in behalf of said corporation by au and the said _____ a acknowledged said instrument to be the free act and

IN WITNESS WHEREOF, I have hereunto set my hand day and year last above in this certificate written.

General Stephens
P.O. Box 920 Coos Bay
3942
71-10-63786 -87
State of Oregon
County of Coos
I hereby certify that the within instrument was filed for record

Oct 1 10 43 AM '74

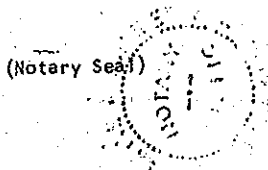
and recorded in Book of Records _____
Microfilm Reel No. _____
61-10-63786-87
of said County.
WITNESS my hand and seal of County affixed.
Fay R. Crabtree, Coos County Clerk
By *F. Taubert* Deputy
Return to *above*
Fee *3.00 TR*

(Notary Seal) _____
Notary Public for _____
My Commission Expires _____

STATE OF Oregon
COUNTY OF Coos

Be it remembered that on this 17th day of September, 1971 before me, the undersigned, a Notary Public, appeared Robert W. Sepich and Frances P. Sepich to me personally known to be the identical person described in and who executed the within and foregoing instrument Right of way easement; and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and Notary Seal the date and year last above herein written.



Jayne M. Nemmel
Notary Public for Oregon
My Commission Expires My Commission Expires Oct. 12, 1974

After Recording Return to:
Vickie Hanson
P.O. Box 721181
Naalehu HI 96772

Coos County, Oregon **2023-04470**
\$126.00 06/27/2023 11:17 AM
Pg=9



Julie A. Brecke, Coos County Clerk

Until a change is requested, all
tax statements should be sent to:
SUNDERLAND, KENNETH M

68520 RIDGE RD NORTH BEND OR
97459

EASEMENT DEED FOR INGRESS AND EGRESS
Under ORS 105.170

KNOW ALL MEN BY THESE PRESENTS, this 23rd day of June , 2023
that for the true and actual consideration of: \$[10.00] Ten Dollars and Zero Cents

the receipt of which is hereby acknowledged, the grantor,
SUNDERLAND, KENNETH M
68520 RIDGE RD
NORTH BEND OR 97459

hereby GRANTS to the grantee,
Vickie Hanson
P. O. Box 721181
Naalehu HI 96772

a(n) non-exclusive easement for ingress and egress and incidental purposes
over the following described real property ("Servient Tenement") in the
City of North Bend County of Coos , State of Oregon.
PID #: 24S1313-c0-00400 As shown in Exhibit A attached hereto and
incorporated herein.

Said non-exclusive easement is appurtenant to and for the benefit of the
following described real property ("Dominant Tenement") in the
City of North Bend County of Coos , State of Oregon.
PID 24S21313-C0-00200 As shown in Exhibit B attached hereto and
incorporated herein.

This appurtenant non-exclusive easement is described as a portion of the Servient Tenement and more specifically described in Exhibit C attached hereto and incorporated herein.

This appurtenant non-exclusive easement shall run with the lands described above and for the sole benefit of the Dominant Tenement and shall bind the heirs, successors and assigns of the grantor and grantee.

Purpose of easement: Right of Way Easment, giving the Grantees access from point A to point B, (Windy Ridge Rd to lot 200). The following Exhibits are attached hereto and made a part of this Easment. Ex. A-Servient Tenement Discription, Ex. B-Dominant Tenement Discription Ex. C-Easment Discription, Ex. D Terms and conditions to take effect on 06/23/2023

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, CHAPTERS 885, 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 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 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424 OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTERS 885, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The County Recorder is hereby instructed to index this Easement Deed for Ingress and Egress in the Grantor / Grantee index under the names of the respective parties.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

[Signature]
Signature
Ken Sunderland
Print Name
OWNER
Capacity

Signature

Print Name

Capacity

Signature

Print Name

Capacity

Signature

Print Name

Capacity

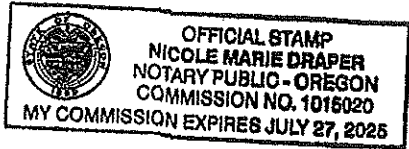
Construe all terms with the appropriate gender and quantity required by the sense of this deed.

STATE OF Oregon
COUNTY OF COOS

On this 22 day of June, 2023, before me, Notary Public in and for said state, personally appeared Ken Sunderland

identified to be the person whose name is subscribed to the within instrument, and who acknowledged to me _____ freely executed the same.

Signature: [Signature]
Print Name: Nicole Draper
Title: Notary
My Commission Expires: July 27, 2025



CERTIFICATE
Verification upon Oath or Affirmation

State of OREGON

County of COOS

Signed and sworn to (or affirmed) before me on the 22 day of June,

2023 by Kenneth Sunderland

Nicole Draper

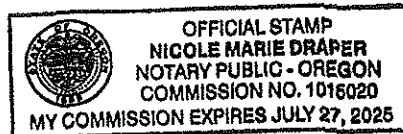
Notary Public - State of Oregon

Nicole Draper

Print name

July 27, 2025

My commission expires



This certificate is attached to a _____,

signed by _____

on _____, _____ pages.

Other document information: _____

EXHIBIT A

Servient Tenement Description

Parcel ID Number: 24S1313-c0-00400

Commonly known as: 68520 Ridge Road North Bend Oregon 974549

Legal description:

Beginning at the Section of 13, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, and running thence Westerly along the quarter line 365.53 feet to the centerline of a 60 foot road right of way, thence South 22° 05' East 203.59 feet along the said centerline to the true point of beginning of the following described parcel of land, thence South 37° 50' West 122.30 feet, thence South 73° 09' West 157.40 feet, Thence South 20° 30' West 49.64 feet, thence South 48° 42' East 216.06 feet, thence South 39° 32' East 133.27 feet, thence South 32° 10' West 62.64 feet, thence South 53° 08' West 109.87 feet, thence South 79° 47' East 251.45 feet, thence South 59° 36' East to the East boundry of the Ridge Road, thence Northerly along said West boundry to the South East corner of a parcel of land deeded to Robert Sepich, et ux, by deed recorded bearing microfilm reel No.73-5-85691, Records of Coos County, Oregon, thence North 64° West along the South line of said Sepich property to the tru point of beginning.

EXHIBIT B

Dominant Tenement Description

Parcel ID Number: 24S21313-C0-00200

Commonly known as: 68595 ZARA RD NORTH BEND OR 97459

Legal description:

Beginning at the quarter corner at the center of Section 13, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, and running thence North 55° 38' West 239.32 feet to the center line of a 60 foot road right of way; thence South 89° 51' West 119.00 feet; thence South 57° 35' West 84.8 feet; thence South 04° 11' East 72.50 feet; thence South 22° 06' East 203.59 feet; thence South 64° East to the West boundry of the Ridge Road; thence Northeasterly along the West boundry to the quarter line, of said section 13; thence Northerly along the quarter line to the point of beginning.

EXHIBIT C
Easement Description

Easement description:

LEGAL DISCRIPTION FOR AN ACCESS EASEMENT LOCATED IN SECTION 13, TOWNSHIP 24 SOUTH RANGE 13 WEST, W.M., COOS COUNTY, OREGON; BEING MORE PARTICULARLY DESCRIBED AS A 12 FOOT WIDE DRIVEWAY EASEMENT LYING 6.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT A POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY BOUNDRY OF RIDGE ROAD AND A LINE WHICH LIES 6.0 FEET NORTHEASTERLY AND PARALELL WITH THE SOUTHEWSTERLY BOUNDRY OF THE SUNDERLAND PARCEL DESCRIBED IN COOS COUNTY DEED RECORDS INSTRUMENT #93-03-1231, SAID POINT OF BEGINNING BEING SOUTH 6° 04' 08" WEST 819.37 FEET MORE-OR-LESS FROM THE CENTER ONE QUARTER OF SAID SECTION 13; THENCE ALONG SAID LINE WHICH IS 6.0 FEET NORTHEASTERLY AND PARALELL WITH THE SOUTHWESTERLY BOUNDRY OF SAID PARCEL NORTH 59° 36' 00" WEST 100.94 FEET; THENCE NORTH 79° 47' 00" WEST 73.87 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AN EXISTING GRAVEL ROAD; THENCE ALONG THE CENTERLINE OF SAID GRAVEL ROAD NORTH 44° 58' 27" WEST 35.54 FEET; THENCE NORTH 19° 58' 52" WEST 39.49 FEET; THENCE NORTH 01° 57' 20" EAST 68.50 FEET TO A POINT OF INTERSECTION WITH A LINE WHICH LIES 6.0 FEET NORTHEASTERLY AND PARALELL WITH THE SOUTHWESTERLY BOUNDRY OF SAID PARCEL; THENCE ALONG SAID LINE WHICH IS 6.0 FEET NORTHEASTERLY AND PARALELL TO THE SOUTHWESTERNLY BOUNDRY OF SAID PARCEL NORTH 39° 32' 00" WEST 157.06 FEET; THENCE CONTINUING ALONG SAID LINE NORTH 48° 42' 00" WEST 212.40 FEET; THENCE ALONG A LINE WHICH LIES 6.0 FEET SOUTHEASTERLY AND PARALELL WITH THE NORTHWESTERLY BOUNDRY OF SAID PARCEL NORTH 20° 30' 00" EAST 42.5 FEET; THENCE CONTINUEING ALONG SAID LINE NORTH 73° 09' 00" EAST 156.34 FEET; THENCE NORTH 37° 50' 00" EAST 125.38 FEET MORE-OR-LESS TO A POINT OF TERMINATION ON THE NORTH BOUNDRY OF SAID PARCEL

NOTE: THE SIDELINE OF THIS EASMENT SHALL BE PROLONGED OR SHORTENED SO AS NOT TO LEAVE ANY GAPS OR OVERLAPS AT THE ANGLE POINTS AND TO BEGIN ON THE WESTERLY RIGHT-OF-WAY OF RIDGE ROAD AND TO TERMINATE ON THE NORTH BOUNDRY OF SAID SUNDERLAND PARCEL.

EXHIBIT 51 C-31
12 FOOT WIDE DRIVEWAY EASEMENT MAP
FOR THE HANSON PARCEL
 LOCATED IN SEC. 13, T.24S., R.13W., W.11.,
 COOS COUNTY, OREGON

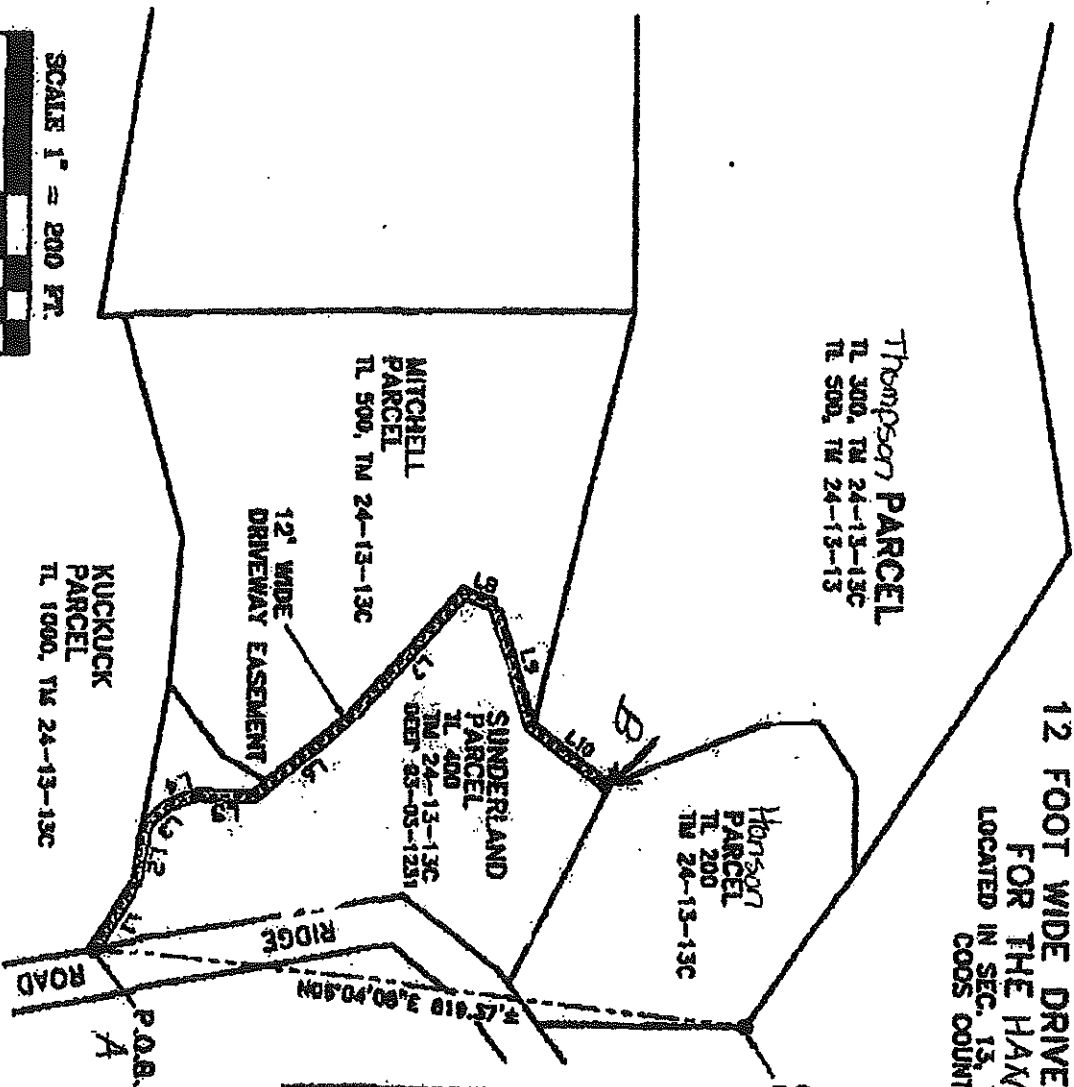
Thompson PARCEL
 TL 300, TM 24-13-13C
 TL 500, TM 24-13-13

Hanson PARCEL
 TL 200
 TM 24-13-13C

MITCHELL
 PARCEL
 TL 500, TM 24-13-13C

SUNDERLAND
 PARCEL
 TL 400
 TM 24-13-13C
 DEPT. 05-05-1281

KUCKRUCK
 PARCEL
 TL 1000, TM 24-13-13C



LINE	LENGTH	BEARING
L1	100.94	N59°36'00"W
L2	73.87	N79°47'00"W
L3	35.54	N44°58'27"W
L4	39.49	N19°58'52"W
L5	68.50	N01°57'20"E
L6	157.06	N39°32'00"W
L7	212.40	N48°42'00"W
L8	42.53	N20°30'00"E
L9	156.34	N73°09'00"E
L10	125.38	N37°50'00"E

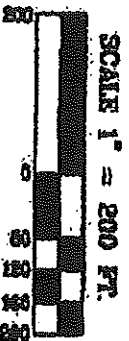


EXHIBIT D
Terms and Conditions

Terms and Conditions:

Mineral Rights - The Grantor, the Serviant Tenant will remain any and all mineral rights below the surface of said ensement.

Maintenance of Easement - the Grantees the Dominate Tenants will be responsible for all Maintenance of said easement. (Per ORS 105.175) Including surfacing, and plowing. Any and All Maintenance by Dominate Tenement or Contractor, must be approved by the Grantor.

Utilities - The installation or relocation of new public or private utilities, including electric, telephone, or other communications services over the Dominate Property, is prohibited. Existing utilities on the Property may be maintained, repaired, removed, or replaced at their current location. The installation, repair, and maintenance of underground utilities such as electric, gas, water, sewer lines, or other utilities may be permitted on the Property if Grantee determines that such activities will result in only a temporary disturbance to the surface of the property, and are consistent with conserving and maintaining the condition of the property of Lot 1 and provides the Grantor, in advance, and in writing. Approval is subject to the terms and conditions of the Grantor. Grantor determines are necessary to ensure the viability.

Grantees hereby agrees to indemnify, defend, save and hold harmless the Grantor from any and all liability, loss or damage. Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of or from this Agreement, including but not limited to indemnity and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easements and rights-of-way by Grantee or its agents. This indemnity shall continue so long as this Easement Agreement is in effect.

(NOTE: Any Important, restriction or term that can be agreed upon by Grantor an

MAP OF SURVEY - LOCATED IN THE SE1/4 NW1/4 & NE1/4 SW1/4
OF SECTION 13, T.24S., R.13W., W.M., COOS COUNTY, OREGON

COOS COUNTY SURVEYOR
DATE RECEIVED: July 17, 2023
DATE ACCEPTED/FILED: 7-18-23
Troy J. Rambo
COOS COUNTY SURVEYOR

SURVEYED FOR:
VICKIE L. HANSON
P.O. BOX 721181
NAALAHA, HI 96772
SURVEYED BY:
MULKINS & RAMBO, LLC
P.O. BOX 809
NORTH BEND, OR 97459

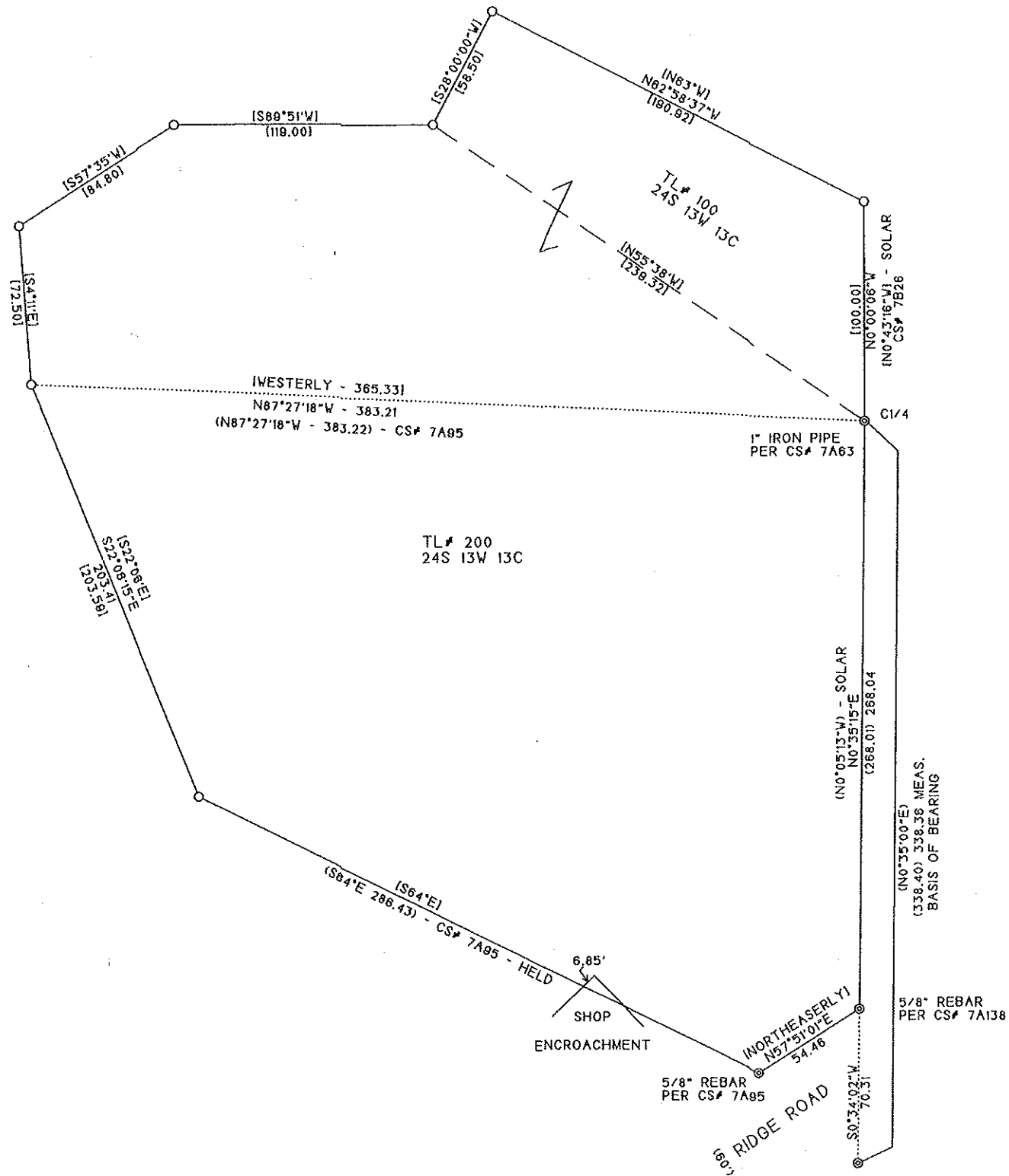
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Troy Rambo
OREGON
JULY 14, 1998
TROY J. RAMBO
2865
RENEWAL 12-31-2024

LEGEND

- ⊙ FD. CORNER AS SHOWN
- SET 5/8" X 30" REBAR WITH A PLASTIC CAP MKD. "LS 2865"
- () RECORD BEARING/DISTANCE PER CS# 7A95
- [] RECORD DEED BEARING/DISTANCE HELD UNLESS OTHERWISE NOTED
- |] RECORD BEARING PER CS# 7B26

N
BASIS OF BEARING
ASSUMED PER CS# 7A95
JUNE 15, 2023
SCALE 1" = 40'



NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO FIND OR SET THE CORNERS OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 2023-1761. CONTROL FOR THIS SURVEY WAS BASED ON CS# 7A63, CS# 7A95, CS# 7B11 AND CS# 7A138. RECORDS DEEDS USED INCLUDED INST.#'S 1993-03-1231, 2014-02486, 2020-10359 & 2022-3959.
THE RECORD DEED DISTANCES AND BEARINGS WERE HELD, WHERE SHOWN, TO ESTABLISH THE CORNERS SET IN THIS SURVEY. BASED ON THE RESULTS OF THIS SURVEY, IT WAS APPARENT THAT CS# 7A95 DID THE SAME THING TO ESTABLISH THE BOUNDARIES OF THE PROPERTY THAT ADJOINS THIS PROPERTY TO THE SOUTH.
THE RECORD SOLAR BEARING PER CS# 7B26 NORTH OF THE C1/4 CORNER WAS ROTATED 0°43'10" RIGHT TO MATCH THE BEARING BASIS OF CS# 7A95
AS SHOWN ON CS# 7A95, THIS SURVEY ALSO CAME UP WITH THE SAME DEED ERROR ALONG THE EAST-WEST CENTERLINE OF SECTION 13.
THE FIELD WORK WAS PERFORMED ON JUNE 12 - 14, 2023 BY MYSELF.

7B62



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

To: Mulkins & Rambo, LLC
PO Box 809
North Bend, OR 97459
Attn: Troy Rambo

Date: November 27, 2023
Order No. 614369AM
Reference: 68520 Ridge Road
North Bend, OR 97459

Your File No.:

We have enclosed our SORT Report pertaining to order number 614369AM.

Thank you for the opportunity to serve you. Your business is appreciated!

If you have any questions or need further assistance, please do not hesitate to contact your Title Officer listed below.

Sincerely,

Vicki Duncan

Vicki.Duncan@amerititle.com
Title Officer

NOTICE: Please be aware that, due to the conflict between federal and state laws concerning the legality of the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.



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

STATUS OF RECORD TITLE

Troy Rambo
Mulkins & Rambo, LLC
PO Box 809
North Bend, OR 97459
Your Reference No.

November 27, 2023
Title Number: 614369AM
Title Officer: Vicki Duncan
Fee: \$200.00

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

See attached Exhibit 'A'

Vestee:

Kenneth M. Sunderland

and dated as of **November 14, 2023** at 7:30 a.m.

Said property is subject to the following on record matters:

Tax Information:

Taxes assessed under Code No. 1308 Account No. 168008 Map No. 24-13W-13C-00400

NOTE: The 2023-2024 Taxes: \$2,128.92, are Paid

1. As disclosed by the Coos County tax roll, the amount of assessment has been reduced by reason of a Veteran's Exemption.
2. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.
3. 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: West Coast Power Company
Recorded: July 19, 1941
Book: 140, Page: 100
Instrument No.: [1095](#)

4. 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: West Coast Power Company
Recorded: July 19, 1941
Book: 140, Page: 102
Instrument No.: [1100](#)
5. 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: Central Lincoln People's Utility District
Recorded: September 8, 1971
Instrument No.: [71-9-62974](#)
6. 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: Zara Devereux
Recorded: October 27, 1971
Instrument No.: [71-10-063780](#)
7. Agreement for Easement, including the terms and provisions thereof,
Recorded: July 19, 1994
Instrument No.: [94-07-0967](#)
8. Easement for Driveway, including the terms and provisions thereof,
Recorded: March 14, 2008
Instrument No.: [2008-2540](#)
9. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$156,800.00
Trustor/Grantor: Kenneth M. Sunderland and Valerie J. Sunderland, married
Trustee: Gerald D. Wygant
Beneficiary: Pentagon Federal Credit Union
Dated: October 30, 2009
Recorded: November 17, 2009
Instrument No.: [2009-11480](#)
10. Easement deed for ingress and egress, including the terms and provisions thereof,
Recorded: June 27, 2023
Instrument No.: [2023-04470](#)

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. 614369AM

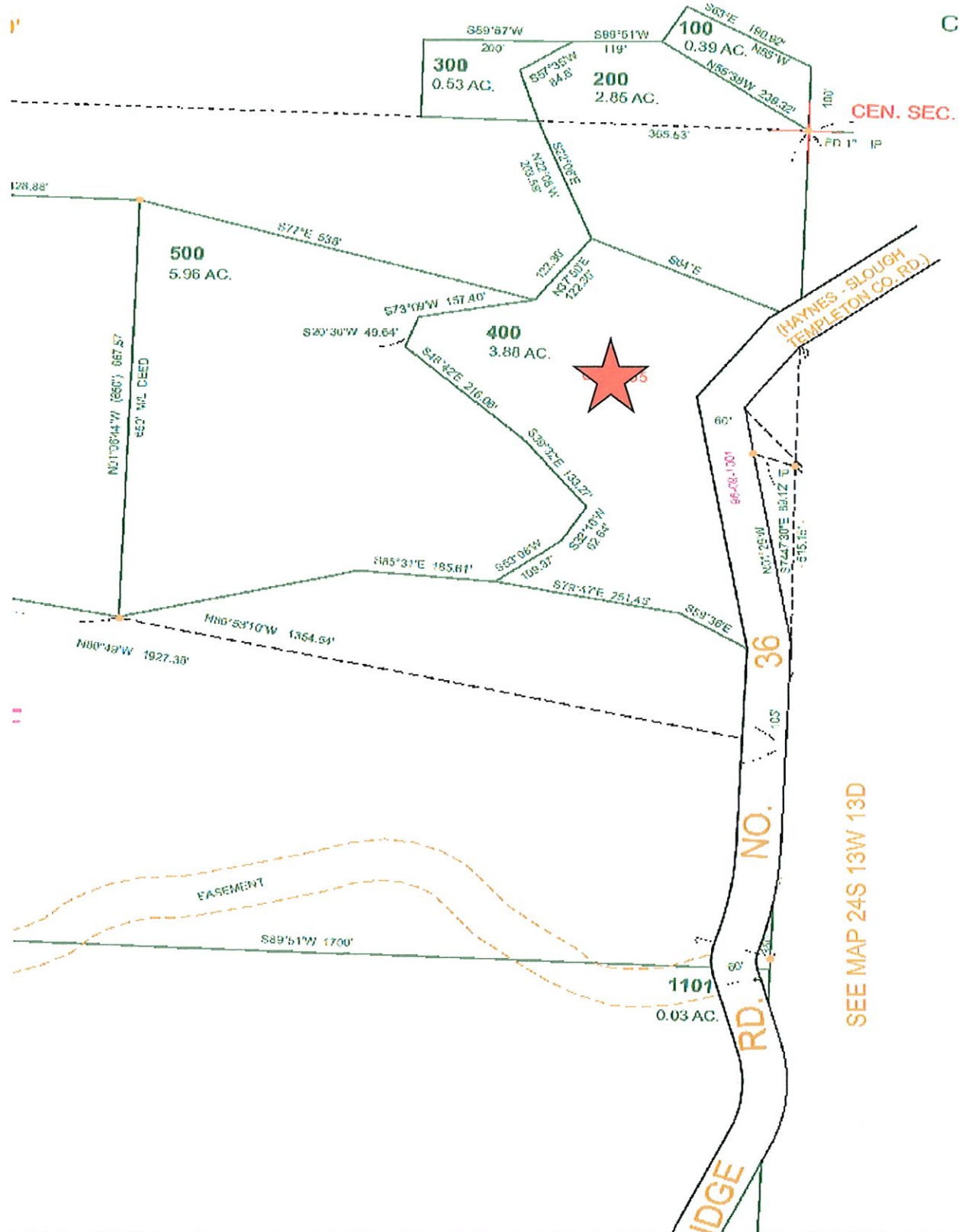
Beginning at the center of Section 13, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; and running thence Westerly along the quarter line 365.53 feet to the centerline of a 60 foot road right of way; thence South 22° 05' East 203.59 feet along said centerline to the true point of beginning of the following described parcel of land; thence South 37° 50' West 122.30 feet; thence South 73° 09' West 157.40 feet; thence South 20° 30' West 49.64 feet; thence South 48° 42' East 216.06 feet; thence South 39° 32' East 133.27 feet; thence South 32° 10' West 62.64 feet; thence South 53° 08' West 109.87 feet; thence South 79° 47' East 251.45 feet; thence South 59° 36' East to the East boundary of the Ridge Road; thence Northerly along said West boundary to the Southeast corner of a parcel of land deeded to Robert Sepich, et ux, by deed recorded bearing Microfilm Reel No. 73-5-85691, Records of Coos County, Oregon; thence North 64° West along the South line of said Sepich property to the true point of beginning.

UNTY

243

CA

1'



68520 Ridge Road
North Bend, OR 97459

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

TICOR TITLE INSURANCE 93 03 1231

STATUTORY WARRANTY DEED

PETER M. WIGGERS, Co-Trustee and LYNNE A. WIGGERS, Co-Trustee of the WIGGERS JOINT TRUST Grantor, conveys and warrants to KENNETH M. SUNDERLAND and VALERIE J. SUNDERLAND, Husband and Wife---

Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in Coos County, Oregon, to wit:

See "LEGAL DESCRIPTION" attached hereto and by reference made a part hereof. (tax acct# 1680.08)

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. THE SAID PROPERTY IS FREE FROM ENCUMBRANCES EXCEPT RIGHTS OF THE PUBLIC IN AND TO THAT PORTION LYING WITHIN STREETS, ROADS AND HIGHWAYS; EASEMENT OF RECORD; EASEMENT OF RECORD; EASEMENT OF RECORD; EASEMENT OF RECORD.

The true consideration for this conveyance is \$ 98,000.00 ***

(Here comply with the requirements of ORS 93.030)

Dated this 25th day of MARCH 19 93


Peter M. Wiggers
 PETER M. WIGGERS, Co-Trustee
Lynne A. Wiggers
 LYNNE A. WIGGERS, Co-Trustee

State of Oregon, County of Coos
 The foregoing instrument was acknowledged before me this 25 day of March, 19 93 by Peter M. Wiggers, Co-Trustee and Lynne A. Wiggers, Co-Trustee.

State of Oregon, County of _____
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____ President and Secretary of _____ corporation,
 on behalf of the corporation.

Robbie L. Chester
 ROBBIE L. CHESTER
 NOTARY PUBLIC for OREGON
 My Commission Expires 11-15-93

Notary Public for Oregon
 My commission expires:

<p style="text-align: center;">WARRANTY DEED</p> <p>WIGGERS SUNDERLAND GRANTOR</p> <p>Until a change is requested, all tax statements shall be sent to the following address: KENNETH M. SUNDERLAND VALERIE J. SUNDERLAND 501 Ridge Road North Bend OR 97459</p> <p>After recording return to: KENNETH & VALERIE SUNDERLAND 5211 Sumner Road Coos Bay OR 97420</p> <p>Title No. 62-288 AFTER RECORDING RETURN TO TICOR Title Insurance 1311 21st - Box 1075 Coos Bay, OR 97420-0233</p>	<p style="text-align: center;">This Space Reserved for Recorder's Use</p> <p style="text-align: center;">RECORDING # 93031231</p> <p>I, Mary Ann Wilson, Coos County Clerk, certify the within instrument was filed for record at</p> <p style="text-align: center;"></p> <p>11:06 ON 03/30/1993 By M. WILSON Deputy</p> <p># pages 2 Fee \$ 38.00</p>
---	--

TICOR Form No. 137 Statutory Warranty Deed 9.92

2660

93 03 1231

LEGAL DESCRIPTION

Beginning at the center of Section 13, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; and running thence Westerly along the quarter line 365.53 feet to the centerline of a 60 foot road right of way; thence South 22° 05' East 203.59 feet along said centerline to the true point of beginning of the following described parcel of land; thence South 37° 50' West 122.30 feet; thence South 73° 09' West 157.40 feet; thence South 20° 30' West 49.64 feet; thence South 48° 42' East 216.06 feet; thence South 39° 32' East 133.27 feet; thence South 32° 10' West 62.64 feet; thence South 53° 08' West 109.87 feet; thence South 79° 47' East 251.45 feet; thence South 59° 36' East to the East boundary of the Ridge Road; thence Northerly along said West boundary to the Southeast corner of a parcel of land deeded to Robert Sepich, et ux, by deed recorded bearing Microfilm Reel No. 73-5-85691, Records of Coos County, Oregon; thence North 64° West along the South line of said Sepich property to the true point of beginning. -----

Unofficial
Copy

2661

right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appliances, over and upon a strip of land, described as follows:

That land owned by Mrs. Minnie C. Peterson, which lies in the SW $\frac{1}{4}$ of Sec. 7, Twp. 24 S. R. 12 W. W. M. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of March, 1941.

WITNESSED BY: W. Harold Walker Mrs. Minnie C. Peterson)seal(

STATE OF OREGON
COUNTY OF COOS SS: On this day personally appeared before me Mrs. Minnie C. Peterson, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 28th day of March, 1941.

Recorded July 19, 1941, 11:30 A. M.
L. W. Oddy, County Clerk

W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
(Notarial Seal)

1095-

RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Co., a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, Wm. Blackmore, hereby grants and conveys unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land ___feet in width, described as follows:

That land, owned by Wm. Blackmore, which lies in Sections 13 and 14 of Twp. 24 S., Rge. 13 W. W. M. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19th day of May, 1941.

WITNESSED BY: W. Harold Walker Wm. Blackmore)seal(

STATE OF OREGON
COUNTY OF COOS SS: On this day personally appeared before me Wm. Blackmore to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 19th day of May, 1941.

Recorded July 19, 1941, 11:30 A. M.
L. W. Oddy, County Clerk

W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
(Notarial Seal)

1096-

RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Company, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, H. A. Fierke and Mrs. Anna Fierke, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers

and appliances, over and upon a strip of land, described as follows:

That land owned by H. A. Fierke and his wife Mrs. Anna Fierke which lies in Sections 11 and 12 of Twp. 24 South, Range 13 W. W. M. all in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands, and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th day of April, 1941.

WITNESSED BY: _____ H. A. Fierke)seal(
Anna Fierke)seal(

STATE OF OREGON
COUNTY OF COOS SS: On this day personally appeared before me H. A. Fierke and his wife Anna Fierke to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 29th day of April, 1941.

Recorded July 19, 1941, 11:30 A. M.
L. W. Oddy, County Clerk
W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
(Notarial Seal)

1097-

RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Co., a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, James G. Siestroom and Ethel Siestroom, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land, described as follows:

That land, owned by James G. Siestroom and his wife Mrs. Ethel Siestroom, which lies in Section 14 Twp. 24 S. R. 13 W. W. M. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this thirtieth day of April, 1941.

WITNESSED BY: _____ James G. Siestroom)seal(
Ethel Siestroom)seal(

STATE OF OREGON
COUNTY OF COOS SS: On this day personally appeared before me James G. Siestroom and his wife Mrs. Ethel Siestroom, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 30th day of April, 1941.

Recorded July 19, 1941, 11:30 A. M.
L. W. Oddy, County Clerk
W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
(Notarial Seal)

1098-

RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Company, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, Ernest A. Peterson and Wilda M. Peterson, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles,

D-140

towers and appliances, over and upon a strip of land, described as follows:

That land, owned by Ernest A. Peterson and his wife Wilda M. Peterson, which lies in the SE $\frac{1}{4}$ of Sec. 12, Twp. 24 S. R. 13 W. W. M., also that land owned by Ernest A. Peterson and his wife Wilda M. Peterson which lies in Sections 6 and 7 of Twp. 24 S. R. 13 W. W. M. all in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th day of April, 1941.

WITNESSED BY: _____ Ernest Peterson)seal(
Wilda M. Peterson)seal(

STATE OF OREGON
COUNTY OF COOS SS: On this day personally appeared before me Ernest A. Peterson and his wife Mrs. Wilda M. Peterson, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 29th day of April, 1941.

Recorded July 19, 1941, 11:30 A. M.
L. W. Oddy, County Clerk

W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
(Notarial Seal)

1099-

RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Co., a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, D. R. Howard and Ethel Howard, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land, described as follows:

That land owned by D. R. Howard and his wife Mrs. Ethel Howard which lies in Section 14, Twp. 24 S. Rge. 13 W. W. M. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of May, 1941.

WITNESSED BY: _____ D. R. Howard)seal(
Ethel R. Howard)seal(

STATE OF OREGON
COUNTY OF COOS SS: On this day personally appeared before me D. R. Howard and his wife Ethel R. Howard to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 22nd day of May, 1941.

Recorded July 19, 1941, 11:30 A. M.
L. W. Oddy, County Clerk

W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
(Notarial Seal)

1100-

RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Company, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, T. M. Devereux, and Mrs. Zora Devereux,

his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appliances, over and upon a strip of land, described as follows:

That land owned by Wm. Blackmore and being purchased on contract by _____ his wife, which lies in Sections 13 and 14 of Twp. 24 S. R. 13 W. W. M. in Coos Co., Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this tenth day of June, 1941.

WITNESSED BY: _____ T. M. Devereux)seal(
Zara Devereux)seal(

STATE OF OREGON
COUNTY OF COOS SS: On this day personally appeared before me T. M. Devereux and his wife Mrs. Zara Devereux to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that their signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this tenth day of June, 1941.

Recorded July 19, 1941, 11:30 A. M. W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
L. W. Oddy, County Clerk (Notarial Seal)

1101-

RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Co., a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, M. L. Dickerson and Mrs. M. L. Dickerson, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appliances, over and upon a strip of land, described as follows:

That land, owned by M. L. Dickerson and his wife Mrs. M. L. Dickerson, which lies in the NW 1/4 of Sec. 14 Twp. 24 S. Range 13 W. W. M. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this Fourteenth day of June, 1941.

WITNESSED BY: _____ M. L. Dickerson)seal(
Mrs. M. L. Dickerson)seal(

STATE OF OREGON
COUNTY OF COOS SS: On this day personally appeared before me M. L. Dickerson and his wife Mrs. M. L. Dickerson, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 14 day of June, 1941.

Recorded July 19, 1941, 11:30 A. M. W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
L. W. Oddy, County Clerk (Notarial Seal)

1102-

RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Company, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, H. P. Howard and Mrs. Ada Howard, his wife,

D-140

71-9-62974

Right of Way Easement

KNOW ALL MEN BY THESE PRESENTS:

In consideration of One Dollar (\$1.00), and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby grants a perpetual easement. FOR A Utility Line to the CENTRAL LINCOLN PEOPLE'S UTILITY DISTRICT, a municipal corporation, with the right to place, construct, operate and maintain, inspect, reconstruct, repair, replace and keep clear electric power lines and communication lines with all necessary poles, towers, wires, cables, guys, anchors, fixtures and appurtenances attached thereto upon, across, over and/or under the following described property situated in CLATSOP County, State of Oregon:

BEGINNING AT THE S.E. CORNER OF THE S.W. 1/4 OF SECTION 13 T. 29 S. R. 13 W. W.M. THENCE NORTH ALONG THE QUARTER SECTION LINE A DISTANCE OF 1660' PLUS OR MINUS THENCE WEST A DISTANCE OF 40' PLUS OR MINUS TO THE TRUE POINT OF EASEMENT BEGINNING, THENCE N. 8° 13' E. A DISTANCE OF 80' PLUS OR MINUS, THENCE N. 16° 30' W. A DISTANCE OF 320' PLUS OR MINUS, THENCE N. 75° E. A DISTANCE OF 175' THENCE N. 40° W. A DISTANCE OF 180' PLUS OR MINUS, THENCE S. 73° W. A DISTANCE OF 330' — ALSO INCLUDING ATTACHED RIGHT OF WAY DESCRIPTION.

EASEMENT TO BE LIMITED TO 10' ON BOTH SIDES OF THE ABOVE DESCRIBED CENTERLINE

Grantee shall at all times have the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearance for said line; and grantee shall further have the right of full and free ingress to and egress from said property for all purposes herein mentioned, and to remove at any time any or all of the poles, towers and/or wires, cables, guys, anchors, fixtures and appurtenances from the said property.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 2ND day of SEPT 19 71.

WITNESS:

Ren. Egan

Jerry Devereux
By Jack M. Devereux
Attorney in fact

STATE OF OREGON

County of Clatsop

On this 2 day of Sept, 1971, before me, the undersigned officer, personally appeared Jack M. Devereux for Eric Devereux to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes therein mentioned.



J. B. Davis
Notary Public for Oregon
My Commission Expires: Sept 24, 1973

71-9-62975

BEGINNING AT A POINT WHICH BEARS N. 55° 35' W.
239.32' FROM THE CENTER SECTION 1/4 CORNER OF
SEC. 13 T. 24 S. R. 13 W. W.M AND RUNNING THENCE
S. 89° 51' W. 119.0 FT. THENCE S. 57° 35' W. 84.8',
THENCE S. 4° 11' E 72.5', THENCE S. 22° 06' E. 203.59',
THENCE S. 37° 50' W. 122.30' THENCE S. 73° 09' W.
157.40' THENCE S. 20° 30' W. 49.64', THENCE S. 48° 42' E.
216.06', THENCE S. 39° 32' E. 133.27', THENCE S. 32° 10' W.
62.64', THENCE S. 53° 02' W. 109.27' TO THE CENTERLINE
OF A 60' ROAD RIGHT OF WAY.

-- ALSO --

BEGINNING AT THE N.W. CORNER OF THE
S.W. 1/4 OF SEC. 13 T. 24 S. R. 13 W. W.M. AND
RUNNING THENCE S. 23° E. 121' ALONG THE
MIDDLE OF THE EXISTING ROAD; THENCE S. 41° 40' E.
200', THENCE S. 62° E. 146.4 FT., THENCE S. 78° 30' E.
200', THENCE S. 74° E 200', THENCE S. 69° 30' E
200' THENCE S. 60° E 200', THENCE S. 39° 30' E.
69' + OR - ALONG THE MIDDLE OF THE ROAD TO
A POINT WHICH IS 30', N. OF THE N. LINE OF A
PARCEL OF LAND DEEDED TO PAUL A. KUCIUK, THENCE
S 80° 49' W 640' TO A POINT WHICH IS N. 80° 49' W.
905' FROM THE W. BOUNDARY OF SAID SEC. 13,
THENCE N. 79° 20' E. 317', THENCE S. 85° 31' W.
185.61', THENCE S. 79° 42' E. 251.45' THENCE S. 59° 36' E
TO THE RIDGE ROAD.



J. Brent Davis

71-9-62975-75 216

State of Oregon
County of Coos
I hereby certify that the within instrument
was filed for record

SEP 8 9 57 AM '71

and recorded in Book of Records
Microfilm Reel No. 71-9-62975
of said County.
WITNESS my hand and Seal of County
affixed.
Ray F. Crabtree, Coos County Clerk
By *[Signature]* Deputy
Return to *[Signature]*
Fee. *[Signature]*

Form No. 4366 NW
(5-68)

SEP 19 1971 71-10-63780

Recorded _____
Plant Records by _____

653-284261

RIGHT OF WAY EASEMENT

E1736

THE GRANTOR, ~~Standard Telephone Company of Oregon~~ ZARA DEVEREUX

4059 Hauser Dr. North Bend, Oregon

For a valuable consideration \$1.00 (one dollar) and warrant to General Telephone Company of the Northwest, Inc. a corporation, and to _____ a corporation, and their successors or assigns, and licensees and other persons as may be authorized by General Telephone Company of the Northwest, Inc., a perpetual right of way and easement over, under, above, and across the following described property, situated in the Coos County,

STATE of Oregon TO WIT a buried Telephone cable on the North side of existing road way of tax lot 1680 Township 24, Range 13, Section 13, of the Willamette Meridian.

Together with the right to install, inspect, and maintain all of the facilities necessary to provide communication service, power service, and other related services located on said right of way and easement, including the trimming or removal of any brush, ~~xxxxxx~~ ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ that may interfere with the construction, maintenance and operation of said services.

Witness _____ hand _____ this _____ day of _____, 19 _____.

Grantor Zara Devereux
Grantor Zara Devereux
Grantor Letty in fact
Mortgagee _____

(Corporate Seal)
Original copy

By _____

STATE OF 71-10-63781

COUNTY OF _____

Be it remembered that on this _____ day of _____ before me, the undersigned, a Notary Public, appeared _____

_____ to me personally known that he, the said _____

_____, a corporation; that the instrument is the corporate seal of said corporation;

signed and sealed in behalf of said corporation by an _____ and the said _____ at _____

acknowledged said instrument to be the free act and deed of _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day and year last above in this certificate written.

David L. Lipton
P.O. Box 929 Coos Bay

3272 71-10-63780-8/216
State of Oregon)
County of Coos) ss
I hereby certify that the within instrument was filed for record

OCT 1 10 43 AM '71

and recorded in Book of Records _____
Microfilm Reel No. _____

71-10-63780-81
of said County.
WITNESS my hand and Seal of County affixed.

Fay E. Grabtree, Coos County Clerk
By [Signature] Deputy

Return to above

Fee 3.00

Notary Public for _____

(Notary Seal)

My Commission Expires _____

STATE OF Oregon

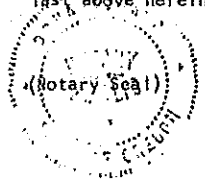
COUNTY OF Coos

Be it remembered that on this 10th day of September, 1971 before me, the undersigned, a Notary Public, appeared Jack M. Dancy and _____

_____ to me personally known to be the identical person described in and who executed the within and foregoing instrument _____, and acknowledged to me

that he executed the same freely and voluntarily and for the uses and purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and Notary Seal the date and year last above herein written.



Doral Howard

Notary Public for State of Oregon

My Commission Expires MY COMMISSION EXPIRES FEB. 15, 1972

94 07 0007

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 13 day of July, 1994, by and between Kannath M. Sunderland hereinafter called the first party, and John W. Dickenson hereinafter called the second party;

WITNESSETH:

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

SEE ATTACHED EXHIBIT "A"

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

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

~~roadway to follow edge of property~~ Roadway beginning at Haynes Slough-Templeton County Road to point of 40 foot radius curve (80° 38' 40" west) over existing road subject to realignment at owners discretion.

JWD

SEE ROAD SURVEY ATTACHED EXHIBIT "B"

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

— OVER —


AGREEMENT FOR EASEMENT
 BETWEEN
 ..Kannath M. Sunderland.....
 ..501 Ridge Road.....
 ..North Bend, OR 97459.....
 AND
 ..John W. Dickenson.....
 ..1960 Cedar St.....
 ..Reasport, OR, 97A67.....

After recording return to (Name, Address, Zip):
 ..FIRST AMERICAN TITLE.....
 ..OF WILLAMETTE VALLEY.....
 ..454 Commercial 18716 Lo.....
 Coos Bay, Oregon 97420-2293

RECORDING # 94070967
 I, Mary Ann Wilson,
 Coos County Clerk, certify
 the within instrument
 was filed for record at

2:21 ON 07/19/1994
 J. WILSON Deputy

By _____ Deputy
 # pages 4 Fee \$ 46.00



1766

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

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

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

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

Owners abutting roadway will maintain it.

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

and second party's right of way shall be parallel with the center line and not more than 12 feet distant from either side thereof.

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

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

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

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

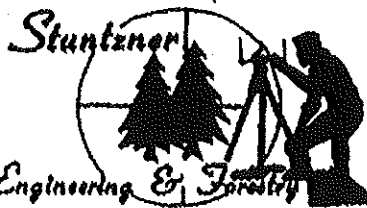
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

Kenneth M. Sunderland

John W. Dickonson

<p>STATE OF OREGON, County of <u>COOS</u></p> <p>First Party</p>	<p>OFFICIAL SEAL LORETTA J. OLSON NOTARY PUBLIC - OREGON COMMISSION NO. 021044 MY COMMISSION EXPIRES 12-22-97</p>	<p>OFFICIAL SEAL LORETTA J. OLSON NOTARY PUBLIC - OREGON COMMISSION NO. 021044 MY COMMISSION EXPIRES 12-22-97</p>
<p>This instrument was acknowledged before me on <u>July 18</u>, 19<u>94</u>, by <u>Kenneth M. Sunderland</u></p> <p><i>Loretta J. Olson</i> Notary Public for Oregon My commission expires <u>12-22-97</u></p>	<p>This instrument was acknowledged before me on <u>July 14</u>, 19<u>94</u>, by <u>John W. Dickonson</u></p> <p><i>Loretta J. Olson</i> Notary Public for Oregon My commission expires <u>12-22-97</u></p>	

1767



TELEPHONE (503) 267-2872
FAX (503) 287-0588

705 SO. 4TH, P.O. BOX 118
COOS BAY, OREGON 97420

94 07 0967

EXHIBIT "B"

Easement Description for Debra Dickenson

An easement, _____ feet in width over that parcel described in Microfilm Reel #93-03-1231, appurtenant to and referenced in that parcel described in Microfilm Reel # 90-08-0502 and specifically described as follows:

Beginning at the centerline of an existing gravel road from which a 5/8" iron rod at the Southwest corner of said parcel described in Microfilm Reel #90-08-0502 bears South 49°20'59" West 746.96 feet, said point also being the point of a 275 foot radius curve right, from which the Northeast corner of said parcel bears North 77°00' West 30 feet, more or less; thence along said centerline 72.82 feet through a central angle of 15°10'18" (the long chord of which bears South 73°03'39" West 72.61 feet); thence South 80°38'48" West 58.60 feet to the point of a 40 foot radius curve; thence 88.43 feet along said curve through a central angle of 126°39'32" (the long chord of which bears South 17°19'02" West 71.49 feet); thence South 46°00'44" East 166.92 feet; thence South 39°45'48" East 96.61 feet to the point of a 90 foot radius curve right; thence 72.23 feet along said curve through a central angle of 45°59'01" (the long chord of which bears South 16°46'18" East 70.31 feet); thence South 6°13'12" West 42.46 feet to the point of a 90 foot radius curve left; thence 127.58 feet along said curve through a central angle of 81°13'12" (the long chord of which bears South 34°23'24" East 117.17 feet); thence South 75°00' East 160 feet, more or less, to the easterly boundary of Haynes Slough - Templeton County Road.

easement/dickens

1769

Indexing Instructions: _____
STATE OF Oregon
COUNTY OF COOS

EASEMENT FOR DRIVEWAY

KNOW ALL MEN BY THESE PRESENTS THAT KENNETH & V.J. SUNDERLAND, his/her heirs, successors and assigns does hereby put, assign, convey, and warrant unto LEE SNYDER and KIRK SNYDER and its' successor and assigns, collectively "Grantee", a non-exclusive easement and servitude for the purpose of entry to the property of Grantee by a driveway, over the following described property located in the County of COOS, State of OREGON, described as follows, to-wit:

See EXHIBIT "A" attached

Grantee shall indemnify and hold Grantor harmless for all claims for injuries and damages caused by the use of said driveway by Grantee.

Grantee shall maintain said driveway and improvements in a reasonable condition.

IN WITNESS WHEREOF, Grantor has executed this document on this the 10th day of March, 2008.

GRANTOR

Kenneth J. Sunderland

V.J. Sunderland

AFTER RECORDING RETURN TO
FIDELITY NATIONAL TITLE COMPANY

24 - 100082/DM
After recording return to:
Lee Snyder
68818 Zara Rd
North Bend OR 97459

GRANTEE

Lee A. Snyder

Kirk B. Snyder

wj
3/12/08

AFTER RECORDING RETURN TO
FIDELITY NATIONAL TITLE COMPANY

STATE OF Oregon
COUNTY OF COOS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 10th day of March, 2008, within my jurisdiction, the within named Kenneth & V.J. Sunderland, Grantor, who acknowledged that he executed, signed and delivered the above and foregoing instrument on the date there provided.

Karen I Parker
NOTARY PUBLIC



My Commission Expires: 02/21/2010

STATE OF Oregon
COUNTY OF COOS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 10th day of March, 2008, within my jurisdiction, the within named Lee Snyder, Grantee, who acknowledged that he executed, signed and delivered the above and foregoing instrument on the date there provided.

Karen I Parker
NOTARY PUBLIC



My Commission Expires: 02/21/2010

mw
3/12/08

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

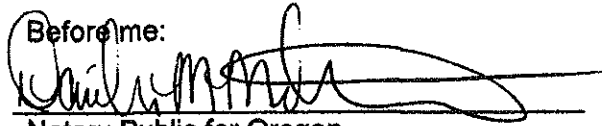
03/14/2008 #2008-2540
02:32PM 2 OF 5

State of Oregon, County of Coos)ss.

March 11, 2008

Personally appeared the above named KIRK SNYDER and acknowledged the forgoing instrument to be His voluntary act and deed.

Before me:



Notary Public for Oregon

My Commission Expires: 12-04-11
(SEAL)



Unofficial
Copy

LAND SURVEYING PLANNING ENGINEERING WATER RIGHTS FORESTRY GPS & GIS

Stuntzner

**Engineering
& Forestry, LLC**



TELEPHONE (541) 267-2672
FAX (542) 267-0588
EMAIL: stuntzner.com

705 South 4th Street - PO Box 118
Coos Bay, Oregon 97420

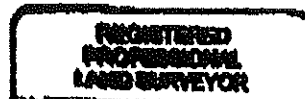
COOS BAY • BROOKINGS • FOREST GROVE • DALLAS

EXHIBIT "A"

LEGAL DESCRIPTION FOR AN ACCESS EASEMENT LOCATED IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 13 WEST, W.M., COOS COUNTY, OREGON; BEING MORE PARTICULARLY DESCRIBED AS A 12 FOOT WIDE DRIVEWAY EASEMENT LYING 6.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY BOUNDARY OF RIDGE ROAD AND A LINE WHICH LIES 6.0 FEET NORTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY BOUNDARY OF THE SUNDERLAND PARCEL DESCRIBED IN COOS COUNTY DEED RECORDS INSTRUMENT #93-03-1231, SAID POINT OF BEGINNING BEING SOUTH 06°04'08" WEST 819.37 FEET MORE-OR-LESS FROM THE CENTER ¼ CORNER OF SAID SECTION 13; THENCE ALONG SAID LINE WHICH IS 6.0 FEET NORTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL NORTH 59°36'00" WEST 100.94 FEET; THENCE NORTH 79°47'00" WEST 73.87 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AN EXISTING GRAVEL ROAD; THENCE ALONG THE CENTERLINE OF SAID GRAVEL ROAD NORTH 44°58'27" WEST 35.54 FEET; THENCE NORTH 19°58'52" WEST 39.49 FEET; THENCE NORTH 01°57'20" EAST 68.50 FEET TO A POINT OF INTERSECTION WITH A LINE WHICH LIES 6.0 FEET NORTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL; THENCE ALONG SAID LINE WHICH IS 6.0 FEET NORTHEASTERLY AND PARALLEL TO THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL NORTH 39°32'00" WEST 157.06 FEET; THENCE CONTINUING ALONG SAID LINE NORTH 48°42'00" WEST 212.40 FEET; THENCE ALONG A LINE WHICH LIES 6.0 FEET SOUTHEASTERLY AND PARALLEL WITH THE NORTHWESTERLY BOUNDARY OF SAID PARCEL NORTH 20°30'00" EAST 42.53 FEET; THENCE CONTINUING ALONG SAID LINE NORTH 73°09'00" EAST 156.34 FEET; THENCE NORTH 37°50'00" EAST 125.38 FEET MORE-OR-LESS TO A POINT OF TERMINATION ON THE NORTH BOUNDARY OF SAID PARCEL.

NOTE: THE SIDE LINE OF THIS BASEMENT SHALL BE PROLONGED OR SHORTENED SO AS NOT TO LEAVE ANY GAPS OR OVERLAPS AT THE ANGLE POINTS AND TO BEGIN ON THE WESTERLY RIGHT-OF-WAY OF RIDGE ROAD AND TO TERMINATE ON THE NORTH BOUNDARY OF SAID SUNDERLAND PARCEL.



Jerry Lee Estabrook



EXP. DATE 12/31/09

w
3/12/08

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

03/14/2008 #2008-2540
02:32PM 4 OF 5

PREPARED FOR:
 LEE & KIRK SNYDER

EXHIBIT "B"
 12 FOOT WIDE DRIVEWAY EASEMENT MAP
 FOR THE SNYDER PARCEL
 LOCATED IN SEC. 13, T.24S., R.13W., W.M.,
 COOS COUNTY, OREGON

SYNDER PARCEL
 TL 300, TM 24-13-13C
 TL 500, TM 24-13-13

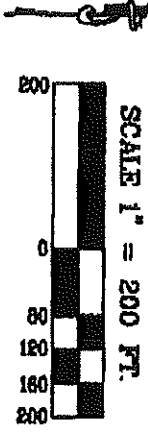
WOODS PARCEL
 TL 200
 TM 24-13-13C

MITCHELL PARCEL
 TL 500, TM 24-13-13C

SUNDERLAND PARCEL
 TL 400
 TM 24-13-13C
 DEED 93-05-1231

KUCKUCK PARCEL
 TL 1000, TM 24-13-13C

12' WIDE DRIVEWAY EASEMENT



REGISTERED PROFESSIONAL LAND SURVEYOR
Larry Lee Estabrook
 OREGON
 June 30, 1995
 Larry Lee Estabrook
 2703
 EXPIRES 12/31/09

EASEMENT CENTERLINE	LINE LENGTH	BEARING
L1	100.94	N59°36'00"W
L2	73.87	N79°47'00"W
L3	35.54	N44°58'27"W
L4	39.49	N19°58'52"W
L5	68.50	N01°57'20"E
L6	157.06	N39°32'00"W
L7	212.40	N48°42'00"W
L8	42.53	N20°30'00"E
L9	156.34	N73°09'00"E
L10	125.38	N37°50'00"E

Stutzner Engineering & Forestry, L.L.C.
 SURVEYING • LAND SURVEYING • FORESTRY
 ESTABLISHING • WETLAND SERVICES
 500 South 4th St.
 Coos Bay, Oregon 97502
 Phone: (541) 267-2222
 Fax: (541) 267-2222

802/2136



SUNDERLAND, KENNETH

WHEN RECORDED RETURN TO:
FISERV
P.O. BOX 2590
CHICAGO IL 60690

DEED OF TRUST

<input type="checkbox"/> MIN:			
BORROWER		GRANTOR	
KENNETH M SUNDERLAND		KENNETH M SUNDERLAND; VALERIE J SUNDERLAND, MARRIED	
ADDRESS		ADDRESS	
68620 RIDGE RD NORTH BEND OR 974599527		68620 RIDGE RD NORTH BEND OR 974599527	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
TRUSTEE			
GERALD D. WYGANT, ATTORNEY AT LAW, 621 SW CLAY STREET, PORTLAND, OR 97201			
BENEFICIARY			
PENTAGON FEDERAL CREDIT UNION, 2930 EISENHOWER AVE, ALEXANDRIA, VA 22314			

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations, as defined herein, which may hereafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby irrevocably bargains, sells, transfers, grants, conveys and assigns to Trustee, his successors and assigns, in trust, for PENTAGON FEDERAL CREDIT UNION

(“Lender”),
the beneficiary under this Deed of Trust and Lender’s successors and assigns, Mortgage Electronic Registration Systems, Inc. (“MERS”), organized and existing under the laws of Delaware, P. O. Box 2026, Flint, Michigan 48501-2026, (888) 679-MERS, the beneficiary under this Deed of Trust, (solely as nominee for PENTAGON FEDERAL CREDIT UNION

(“Lender”) and Lender’s successors and assigns) and to the successors and assigns of MERS, with power of sale and right of entry and possession all of Grantor’s present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Deed of Trust and incorporated herein by this reference, with a Tax Account Number of _____, together with all present and future improvements and fixtures; all tangible personal property, including, without limitation, all machinery, equipment, building materials, and goods of every nature (excluding household goods) now or hereafter located on or used in connection with the real property, whether or not affixed to the land; all privileges, hereditaments, and appurtenances, including all development rights associated with the real property, whether previously or subsequently transferred to the real property from other real property or now or hereafter susceptible of transfer from this real property to other real property; all leases, licenses and other agreements; all rents, issues and profits; all water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively “Property”); to have and to hold the Property and the rights hereby granted for the use and benefit of Trustee, his successors and assigns, until payment in full of all Obligations secured hereby. Grantor understands and agrees that MERS holds only legal title to the interests granted by Grantor in this Deed of Trust, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender’s successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Deed of Trust.

Moreover, in further consideration, Grantor does, for Grantor and Grantor’s heirs, representatives, successors, and assigns, hereby expressly warrant, covenant, and agree with Lender and Trustee and their successors and assigns as follows:

1. **OBLIGATIONS.** This Deed of Trust shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Grantor (cumulatively “Obligations”) to Lender pursuant to:

(a) this Deed of Trust and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
	156,800.00	10/30/2009	11/15/2029		

- (b) all other present or future written agreements with Lender that refer specifically to this Deed of Trust (whether executed for the same or different purposes than the foregoing);
- (c) any guaranty of obligations of other parties given to Lender now or hereafter executed that refers to this Deed of Trust; and
- (d) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Grantor and Borrower shall include and also mean any Grantor or Borrower if more than one.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:

(a) Grantor has fee simple marketable title to the Property and shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Deed of Trust and those described in Schedule B, which is attached to this Deed of Trust and incorporated herein by reference, which Grantor agrees to pay and perform in a timely manner (if there are no liens, security interests, encumbrances or claims other than this Deed of Trust, a Schedule B shall not be attached);

(b) Grantor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials," as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the state where the Property is located nor the Oregon Department of Environmental Quality or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Grantor's knowledge, threatened, which involve the Property. Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to: (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar state or federal statute, rule, regulation or ordinance now or hereafter in effect. Grantor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations relating to the Property by virtue of any federal, state or local authority with jurisdiction over the Property, presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Grantor has the right and is duly authorized to execute and perform its Obligations under this Deed of Trust and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement (including, but not limited to, those governing Hazardous Materials) which might materially affect the Property or Lender's rights or interest in the Property pursuant to this Deed of Trust.

3. PRIOR DEEDS OF TRUST. Grantor represents and warrants that there are no prior deeds of trust affecting any part of the Property except as set forth on Schedule B attached to this Deed of Trust, which Grantor agrees to pay and perform in a timely manner (if there are no prior deeds of trust, a Schedule B shall not be attached). If there are any prior deeds of trust then Grantor agrees to pay all amounts owed, and perform all obligations required, under such deeds of trust and the indebtedness secured thereby and further agrees that a default under any prior deed of trust shall be a default under this Deed of Trust and shall entitle Lender to all rights and remedies contained herein or in the Obligations to which Lender would be entitled in the event of any other default.

4. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN GRANTORS OR BORROWERS. In the event of a sale, conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, limited liability company, partnership, trust, or other legal entity), Lender may, at its option, declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of this Deed of Trust to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Grantor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders, members, or partners, as appropriate, and the extent of their respective ownership interests.

5. ASSIGNMENT OF RENTS. In consideration of the Obligations which are secured by this Deed of Trust, Grantor absolutely assigns to Lender all Grantor's estate, right, title, interest, claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property, including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Grantor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. This assignment is recorded in accordance with applicable state law; the lien created by this assignment is intended to be a present, perfected, and choate lien upon the recording of this Deed of Trust, pursuant to ORS 93.806. As long as there is no default under the Obligations or this Deed of Trust, Lender grants Grantor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all Rents into an account maintained by Grantor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents from the property, and Lender shall have full power to make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents in Lender's sole discretion to payment of the Obligations or to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property periodically and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Deed of Trust. As used in this Paragraph 5, the term "Lender" refers to Lender and any nominee of Lender who is named as beneficiary on page 1.

6. LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Lease more than one month in advance; (b) modify any Lease; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any

Lease or the amounts payable thereunder; or (d) terminate or cancel any Lease except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under a Lease or purporting to terminate or cancel any Lease, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Leases and the amounts due to Grantor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Deed of Trust. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral, or otherwise settle any of the Indebtedness whether or not an Event of Default exists under this Deed of Trust. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee-in-possession.

8. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

9. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, theft or other casualty to the extent required by Lender. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 22 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be immediately assigned, pledged and delivered to Lender as further security for the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property is or becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Deed of Trust.

15. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to the Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

16. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects, and signed by Grantor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

18. EVENTS OF DEFAULT. An Event of Default shall occur under this Deed of Trust and the Trustee's power shall become operative in the event that Grantor, Borrower or any guarantor of the Obligations:

- (a) fails to pay any Obligation to Lender when due;
- (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Deed of Trust or any other present or future agreement;
- (c) destroys, loses or damages the Property in any material respect or subjects the Property to seizure, confiscation, or condemnation;
- (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
- (e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Grantor, Borrower or any guarantor is named, or has property taken under any writ or process of court;
- (f) allows goods to be used, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
- (g) allows any party other than Grantor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
- (h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or
- (i) if Lender, in good faith, for any reason, believes that the prospect of payment or performance is impaired.

19. RIGHTS OF LENDER ON EVENT OF DEFAULT. Upon the occurrence of an Event of Default under this Deed of Trust, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- (a) to declare the Obligations immediately due and payable in full, such acceleration shall be automatic and immediate if the Event of Default is a filing under the Bankruptcy Code;
- (b) to collect the outstanding Obligations with or without resorting to judicial process;
- (c) to require Grantor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Grantor and Lender;
- (d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver;
- (e) to employ a managing agent of the Property and let the same, either in Trustee's own name, in the name of Lender or in the name of Grantor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
- (f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Deed of Trust or to cure any default other than payment of interest or principal on the Obligations;
- (g) to foreclose this Deed of Trust judicially or nonjudicially in accordance with applicable state law;
- (h) to set-off Grantor's Obligations against any amounts owed Grantor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and
- (i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property is sold or the Obligations are paid in full.

20. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Deed of Trust shall be considered a financing statement and a fixture filing pursuant to the provisions of the Uniform Commercial Code (as adopted in the state where the Property is located) covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Grantor hereby grants Lender a security interest in such Chattels. The debtor is the Grantor described above. The secured party is the Lender described above or any nominee of Lender who is named as beneficiary on page 1. Upon demand, Grantor shall make, execute and deliver such security agreements (as such term is defined in said Uniform Commercial Code) as Lender at any time may deem necessary or proper or required to grant to Lender a perfected security interest in the Chattels, and upon Grantor's failure to do so, Lender is authorized to sign any such agreement as the agent of Grantor. Grantor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Grantor. Grantor will, however, at any time upon request of Lender, sign such financing statements. Grantor will pay all filing fees for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Deed of Trust is subject to any security agreement covering the Chattels, then in the event of any default under this Deed of Trust, all the right, title and interest of Grantor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Grantor or the predecessors or successors in title of Grantor in the Property.

21. USE OF PROPERTY. If checked, the Property is used primarily for personal, family or household purposes. If checked, the Property is used primarily for commercial, agricultural or business purposes.

22. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Grantor or to exercise any right or remedy of Lender under this Deed of Trust. Upon demand, Grantor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Grantor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Grantor shall pay on demand all expenses incurred by the Trustee and Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Trustee and for the Lender, and a reasonable fee to the Trustee, and this Deed of Trust shall be security for all such expenses and fees.

23. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Deed of Trust and then to the payment of the remaining Obligations in whatever order Lender chooses.

24. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or Deed of Trust. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Deed of Trust. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Deed of Trust. All powers of attorney described in this Deed of Trust are coupled with an interest and are irrevocable.

25. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

26. COLLECTION COSTS. To the extent permitted by law, Grantor agrees to pay Lender's reasonable fees and costs, including, but not limited to, fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), whether or not such attorney or agent is an employee of Lender, which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Deed of Trust, whether or not suit is brought, including, but not limited to, all fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions.

27. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property (except as required under Paragraph 36), nor shall Lender be obligated to release any part of the Property if Grantor is in default under this Deed of Trust.

28. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Deed of Trust must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Grantor's Obligations, delay or fail to exercise any of its rights or accept payments from Grantor or anyone other than Grantor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Deed of Trust shall not be affected if Lender repeatedly and unconditionally amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, Borrower or third party or any of its rights against any Grantor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver, and Lender shall have the right at any time thereafter to insist upon strict performance.

29. SUBSTITUTE TRUSTEE. In case of the death, inability, refusal to act or absence of the Trustee from the state where the Property is located or in case the holder of the Obligations shall desire for any reason to remove the Trustee or any substitute trustee as trustee hereunder and to appoint a new trustee in his place and stead, the holder of the Obligations is hereby granted full power to appoint in writing a substitute trustee for said Trustee, and the substitute trustee shall, when appointed, become successor to all rights of Trustee hereunder and the same shall become vested in him for the purposes and objects of this Deed of Trust with all the power, duties and obligations herein conferred on the Trustee.

30. SUCCESSORS AND ASSIGNS. This Deed of Trust shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

31. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Deed of Trust shall be in writing and sent to the parties at the addresses described in this Deed of Trust or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by first class mail, postage prepaid, shall be deemed given the earlier of three (3) days after such notice is sent or when received by the person to whom such notice is being given.

32. SEVERABILITY. Whenever possible, each provision of this Deed of Trust shall be interpreted so as to be effective and valid under applicable state law. If any provision of this Deed of Trust violates the law or is unenforceable, the rest of this Deed of Trust shall continue to be valid and enforceable.

33. APPLICABLE LAW. This Deed of Trust shall be governed by the laws of the state where the Property is located. Unless applicable law provides otherwise, Grantor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in that state.

34. NO THIRD-PARTY RIGHTS. No person is or shall be a third-party beneficiary of any provision of this Deed of Trust. All provisions of this Deed of Trust in favor of Lender are intended solely for the benefit of Lender, and no third party shall be entitled to assume or expect that Lender will waive or consent to the modification of any provision of this Deed of Trust, in Lender's sole discretion.

35. PRESERVATION OF LIABILITY AND PRIORITY. Without affecting the liability of Borrower, Grantor, or any guarantor of the Obligations, or any other person (except a person expressly released in writing) for the payment and performance of the Obligations, and without affecting the rights of Lender with respect to any Property not expressly released in writing, and without impairing in any way the priority of this Deed of Trust over the interest of any person acquired or first evidenced by recording subsequent to the recording of this Deed of Trust, Lender may, either before or after the maturity of the Obligations, and without notice or consent: release any person liable for payment or performance of all or any part of the Obligations; make any agreement altering the terms of payment or performance of all or any part of the Obligations; exercise or refrain from exercising or waive any right or remedy that Lender may have under this Deed of Trust; accept additional security of any kind for any of the Obligations; or release or otherwise deal with any real or personal property securing the Obligations. Any person acquiring or recording evidence of any interest of any nature in the Property shall be deemed, by acquiring such interest or recording any evidence thereof, to have consented to all or any such actions by Lender.

36. DEFEASANCE. Upon the payment and performance in full of all of the Obligations, Lender will execute and deliver to Grantor those documents that may be required to release this Deed of Trust of record. Grantor shall be responsible to pay any costs of recordation.

37. CONSTRUCTION LOAN. This Deed of Trust is a construction mortgage under the Uniform Commercial Code, to secure an obligation incurred for the construction of an improvement on land, including the acquisition costs of land. This Deed of Trust secures a construction loan, and it will be subject to the terms of a construction loan agreement between Grantor and Lender. Any materials, equipment or supplies used or intended for use in the construction, development, or operation of the Property, whether stored on or off the Property, shall also be subject to the lien of this Deed of Trust.

38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Deed of Trust shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. This Deed of Trust represents the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions hereof.

39. ADDITIONAL TERMS:

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

11/17/2009 #2009-11480
10:05AM 5 OF 8

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in pages 1 through 7 of this Deed of Trust and in any Rider or Schedule executed by Grantor and recorded with it.

Dated this 30 day of Oct, 2009

Kenneth M. Sunderland -Grantor Valerie J. Sunderland -Grantor
KENNETH M SUNDERLAND VALERIE J SUNDERLAND

_____-Grantor _____-Grantor
_____-Grantor _____-Grantor

ACKNOWLEDGMENTS

State of Oregon
County of Coos

This instrument was acknowledged before me on October 30, 2009 (date) by
Kenneth M. Sunderland and Valerie J. Sunderland.

(person[s] acknowledging).



Karen I. Parker
Notary Public for Oregon

My commission expires: 02/21/2010

State of
County of

This instrument was acknowledged before me on (date) by

(person[s] acknowledging).

Notary Public for Oregon

My commission expires:

SCHEDULE A

The following described real property located in the County of **COOS**

, State of Oregon:

The street address of the Property (if applicable) is: **68620 RIDGE RD, NORTH BEND, OR 974599527**

The permanent tax identification number of the Property is:

The legal description of the Property is:

INFORMATION THAT IS REQUIRED TO RECORD THE INSTRUMENT INCLUDING FULL METES AND BOUNDS LEGAL DESCRIPTION IF NECESSARY WILL BE ADDED AFTER THE CLOSING IN ORDER TO PERMIT THE DOCUMENT TO BE PROPERLY RECORDED.

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

11/17/2009 #2009-11480
10:05AM 7 OF 8

THIS DOCUMENT WAS PREPARED BY: EUGENE SERVICE CENTER, 400 COUNTRY CLUB RD, EUGENE, OR 97401

J2882421

SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN NORTH BEND, COUNTY OF COOS AND STATE OF OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; AND RUNNING THENCE WESTERLY ALONG THE QUARTER LINE 365.53 FEET TO THE CENTERLINE OF A 60 FOOT ROAD RIGHT OF WAY; THENCE SOUTH 22° 05' EAST 203.59 FEET ALONG SAID CENTERLINE TO THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 37° 50' WEST 122.30 FEET; THENCE SOUTH 73° 09' WEST 157.40 FEET; THENCE SOUTH 20° 30' WEST 49.64 FEET; THENCE SOUTH 48° 42' EAST 216.06 FEET; THENCE SOUTH 39° 32' EAST 133.27 FEET; THENCE SOUTH 32° 10' WEST 62.64 FEET; THENCE SOUTH 53° 08' WEST 109.87 FEET; THENCE SOUTH 79° 47' EAST 251.45 FEET; THENCE SOUTH 59°36' EAST TO THE EAST BOUNDARY OF THE RIDGE ROAD; THENCE NORTHERLY ALONG SAID WEST BOUNDARY TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DEEDED TO ROBERT SEPICH, ET UX, BY DEED RECORDED BEARING MICROFILM REEL NO. 73-5-85691, RECORDS OF COOS COUNTY, OREGON; THENCE NORTH 64° WEST ALONG THE SOUTH LINE OF SAID SEPICH PROPERTY TO THE TRUE POINT OF BEGINNING.

PARCEL ID: 1680.08

PROPERTY ADDRESS: 68520 RIDGE RD

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

11/17/2009 #2009-11480
10:05AM 8 OF 8

After Recording Return to:
Vickie Hanson
P.O. Box 721181
Naalehu HI 96772

Coos County, Oregon
\$126.00

2023-04470
06/27/2023 11:17 AM
Pgs=9



Julie A. Bracke, Coos County Clerk

Until a change is requested, all
tax statements should be sent to:
SUNDERLAND, KENNETH M

68520 RIDGE RD NORTH BEND OR
97459

EASEMENT DEED FOR INGRESS AND EGRESS
Under ORS 105.170

KNOW ALL MEN BY THESE PRESENTS, this 23rd day of June , 2023
that for the true and actual consideration of: \$[10.00] Ten Dollars and Zero Cents

the receipt of which is hereby acknowledged, the grantor,
SUNDERLAND, KENNETH M
68520 RIDGE RD
NORTH BEND OR 97459

hereby GRANTS to the grantee,
Vickie Hanson
P. O. Box 721181
Naalehu HI 96772

a(n) non-exclusive easement for ingress and egress and incidental purposes
over the following described real property ("Servient Tenement") in the
City of North Bend County of Coos , State of Oregon.
PID #: 24S1313-c0-00400 As shown in Exhibit A attached hereto and
incorporated herein.

Said non-exclusive easement is appurtenant to and for the benefit of the
following described real property ("Dominant Tenement") in the
City of North Bend County of Coos , State of Oregon.
PID 24S21313-C0-00200 As shown in Exhibit B attached hereto and
incorporated herein.

This appurtenant non-exclusive easement is described as a portion of the Servient Tenement and more specifically described in Exhibit C attached hereto and incorporated herein.

This appurtenant non-exclusive easement shall run with the lands described above and for the sole benefit of the Dominant Tenement and shall bind the heirs, successors and assigns of the grantor and grantee.

Purpose of easement: Right of Way Easment, giving the Grantees access from point A to point B, (Windy Ridge Rd to lot 200). The following Exhibits are attached hereto and made a part of this Easment. Ex. A-servient Tenement Discription, Ex. B-Dominant Tenement Discription Ex. C-Easment Discription, Ex. D Terms and conditions to take effect on 06/23/2023

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, CHAPTERS 885, 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 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 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424 OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTERS 885, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The County Recorder is hereby instructed to index this Easement Deed for Ingress and Egress in the Grantor / Grantee index under the names of the respective parties.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

[Signature]
Signature
Ken Sunderland
Print Name
OWNER
Capacity

Signature

Print Name

Capacity

Signature

Print Name

Capacity

Signature

Print Name

Capacity

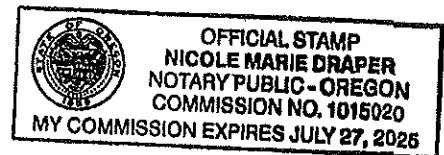
Construe all terms with the appropriate gender and quantity required by the sense of this deed.

STATE OF Oregon
COUNTY OF COOS

On this 22 day of June, 2023, before me, Notary Public in and for said state, personally appeared Ken Sunderland

identified to be the person whose name is subscribed to the within instrument, and who acknowledged to me* _____ freely executed the same.

Signature: [Signature]
Print Name: Nicole Draper
Title: Notary
My Commission Expires: July 27, 2025



CERTIFICATE
Verification upon Oath or Affirmation

State of OREGON

County of COOS

Signed and sworn to (or affirmed) before me on the 22 day of June,

2023 by Kenneth Sunderland

Nicole Draper

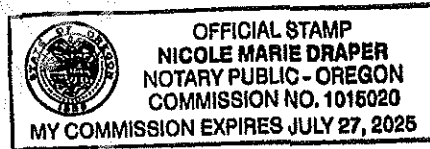
Notary Public – State of Oregon

Nicole Draper

Print name

July 27, 2025

My commission expires



This certificate is attached to a _____

signed by _____

on _____, _____ pages.

Other document information: _____

EXHIBIT A
Servient Tenement Description

Parcel ID Number: 24S1313-c0-00400

Commonly known as: 68520 Ridge Road North Bend Oregon 974549

Legal description:

Beginning at the Section of 13, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, and running thence Westerly along the quarter line 365.53 feet to the centerline of a 60 foot road right of way, thence South 22° 05' East 203.59 feet along the said centerline to the true point of beginning of the following described parcel of land, thence South 37° 50' West 122.30 feet, thence South 73° 09' West 157.40 feet, Thence South 20° 30' West 49.64 feet, thence South 48° 42' East 216.06 feet, thence South 39° 32' East 133.27 feet, thence South 32° 10' West 62.64 feet, thence South 53° 08' West 109.87 feet, thence South 79° 47' East 251.45 feet, thence South 59° 36' East to the East boundry of the Ridge Road, thence Northerly along said West boundry to the South East corner of a parcel of land deeded to Robert Sepich, et ux, by deed recorded bearing microfilm reel No.73-5-85691, Records of Coos County, Oregon, thence North 64° West along the South line of said Sepich property to the tru point of beginning.

Unofficial Copy

EXHIBIT B
Dominant Tenement Description

Parcel ID Number: 24S21313-C0-00200

Commonly known as: 68595 ZARA RD NORTH BEND OR 97459

Legal description:

Beginning at the quarter corner at the center of Section 13, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, and running thence North 55° 38' West 239.32 feet to the center line of a 60 foot road right of way; thence South 89° 51' West 119.00 feet; thence South 57° 35' West 84.8 feet; thence South 04° 11' East 72.50 feet; thence South 22° 06' East 203.59 feet; thence South 64° East to the West boundry of the Ridge Road; thence Northeasterly along the West boundry to the quarter line, of said section 13; thence Northerly along the quarter line to the point of beginning.

Unofficial
Copy

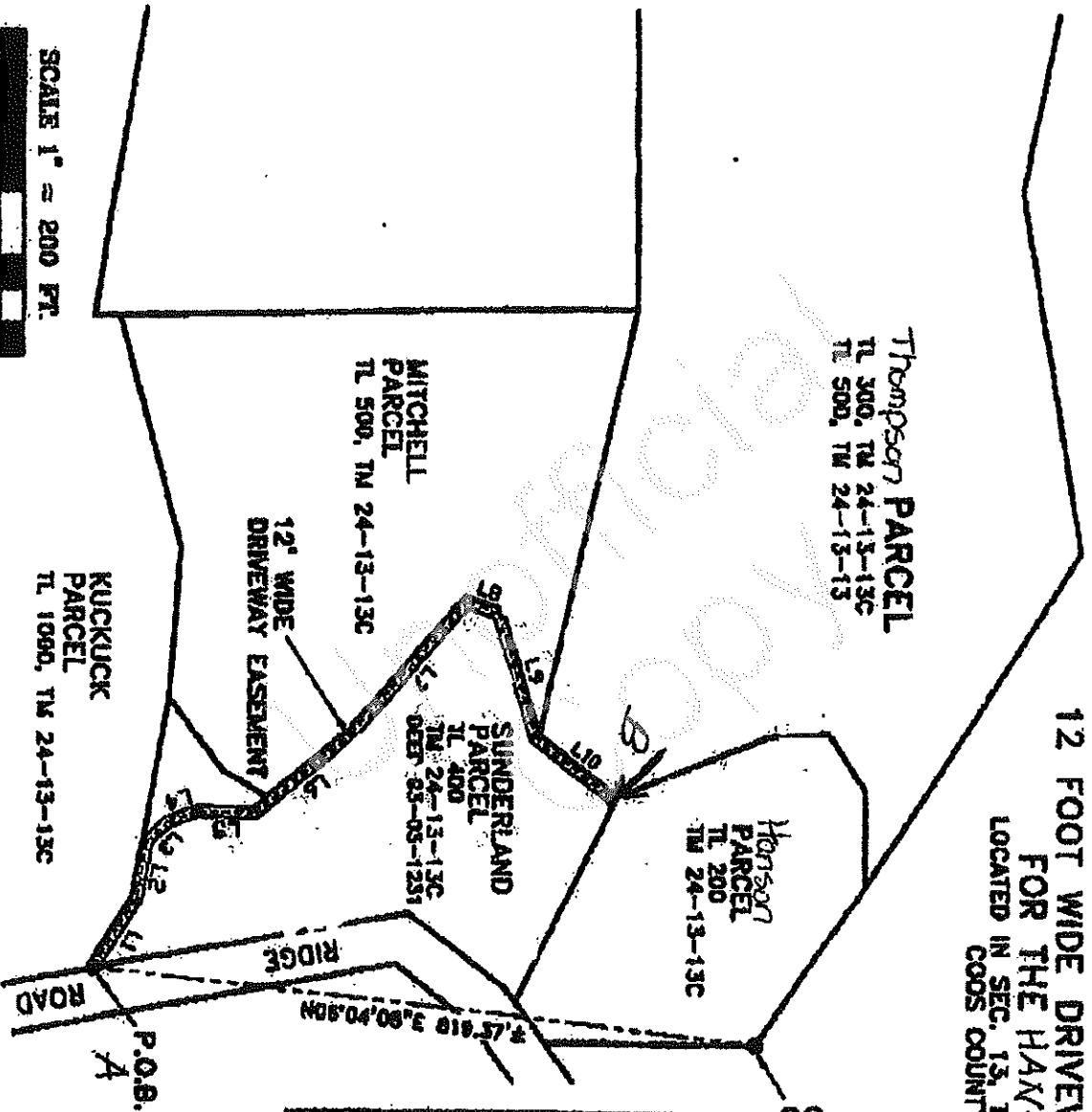
EXHIBIT C
Easement Description

Easement description:

LEGAL DISCRIPTION FOR AN ACCESS EASEMENT LOCATED IN SECTION 13, TOWNSHIP 24 SOUTH RANGE 13 WEST, W.M., COOS COUNTY, OREGON; BEING MORE PARTICULARLY DESCRIBED AS A 12 FOOT WIDE DRIVEWAY EASEMENT LYING 6.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT A POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY BOUNDRY OF RIDGE ROAD AND A LINE WHICH LIES 6.0 FEET NORTHEASTERLY AND PARALELL WITH THE SOUTHEWSTERLY BOUNDRY OF THE SUNDERLAND PARCEL DESCRIBED IN COOS COUNTY DEED RECORDS INSTRUMENT #93-03-1231, SAID POINT OF BEGINNING BEING SOUTH 6° 04' 08" WEST 819.37 FEET MORE-OR-LESS FROM THE CENTER ONE QUARTER OF SAID SECTION 13; THENCE ALONG SAID LINE WHICH IS 6.0 FEET NORTHEASTERLY AND PARALELL WITH THE SOUTHWESTERLY BOUNDRY OF SAID PARCEL NORTH 59° 36' 00" WEST 100.94 FEET; THENCE NORTH 79° 47' 00" WEST 73.87 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AN EXISTING GRAVEL ROAD; THENCE ALONG THE CENTERLINE OF SAID GRAVEL ROAD NORTH 44° 58' 27" WEST 35.54 FEET; THENCE NORTH 19° 58' 52" WEST 39.49 FEET; THENCE NORTH 01° 57' 20" EAST 68.50 FEET TO A POINT OF INTERSECTION WITH A LINE WHICH LIES 6.0 FEET NORTHEASTERLY AND PARALELL WITH THE SOUTHWESTERLY BOUNDRY OF SAID PARCEL; THENCE ALONG SAID LINE WHICH IS 6.0 FEET NORTHEASTERLY AND PARALELL TO THE SOUTHWESTERNLY BOUNDRY OF SAID PARCEL NORTH 39° 32' 00" WEST 157.06 FEET; THENCE CONTINUING ALONG SAID LINE NORTH 48° 42' 00" WEST 212.40 FEET; THENCE ALONG A LINE WHICH LIES 6.0 FEET SOUTHEASTERLY AND PARALELL WITH THE NORTHWESTERLY BOUNDRY OF SAID PARCEL NORTH 20° 30' 00" EAST 42.5 FEET; THENCE CONTINUEING ALONG SAID LINE NORTH 73° 09' 00" EAST 156.34 FEET; THENCE NORTH 37° 50' 00" EAST 125.38 FEET MORE-OR-LESS TO A POINT OF TERMINATION ON THE NORTH BOUNDRY OF SAID PARCEL

NOTE: THE SIDELINE OF THIS EASMENT SHALL BE PROLONGED OR SHORTENED SO AS NOT TO LEAVE ANY GAPS OR OVERLAPS AT THE ANGLE POINTS AND TO BEGIN ON THE WESTERLY RIGHT-OF-WAY OF RIDGE ROAD AND TO TERMINATE ON THE NORTH BOUNDRY OF SAID SUNDERLAND PARCEL.

EXHIBIT 51 C 53
12 FOOT WIDE DRIVEWAY EASEMENT MAP
FOR THE HANSON PARCEL
 LOCATED IN SEC. 13, T.24S., R.13W., W.M.,
 COOS COUNTY, OREGON



LINE	EASEMENT LENGTH	CENTERLINE BEARING
L1	100.94	N59°36'00\"V
L2	73.87	N79°47'00\"V
L3	35.54	N44°56'27\"V
L4	39.49	N19°58'52\"V
L5	68.50	N01°57'28\"E
L6	157.06	N39°32'00\"V
L7	212.40	N48°42'00\"V
L8	42.53	N20°30'00\"E
L9	156.34	N73°09'00\"E
L10	125.38	N37°50'00\"E



EXHIBIT D
Terms and Conditions

Terms and Conditions:

Mineral Rights - The Grantor, the Serviant Tenant will remain any and all mineral rights below the surface of said easement.

Maintenance of Easement - the Grantees the Dominate Tenants will be responsible for all Maintenance of said easement. (Per ORS 105.175) Including surfacing, and plowing. Any and All Maintenance by Dominate Tenement or Contractor, must be approved by the Grantor.

Utilities - The installation or relocation of new public or private utilities, including electric, telephone, or other communications services over the Dominate Property, is prohibited. Existing utilities on the Property may be maintained, repaired, removed, or replaced at their current location. The installation, repair, and maintenance of underground utilities such as electric, gas, water, sewer lines, or other utilities may be permitted on the Property if Grantee determines that such activities will result in only a temporary disturbance to the surface of the property, and are consistent with conserving and maintaining the condition of the property of Lot 1 and provides the Grantor, in advance, and in writing. Approval is subject to the terms and conditions of the Grantor. Grantor determines are necessary to ensure the viability.

Grantees hereby agrees to indemnify, defend, save and hold harmless the Grantor from any and all liability, loss or damage. Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of or from this Agreement, including but not limited to indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easements and rights-of-way by Grantee or its agents. This indemnity shall continue so long as this Easement Agreement is in effect.

(NOTE: Any Important, restriction or term that can be agreed upon by Grantor an