	OFFICIAL RECORDS  OF DESCRIPTIONS  OF  **REAL PROPERTIES	CODE AREA NUMBER	25 12 TWP RGE MAP NU		Z COON NUMBER	EL TYPE NO
·	OLD TAX LOT NO. 2847	PART OF				
· · · · · · · · · · · · · · · · · · ·	- Heme and Tax Lot Information		OATE OF ENTRY ON THIS CARD	VOL VOL	RECORD PAGE	ACRES REMAINING
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- <u>-</u> -	WEYERHAEUSER CON	PURAN	5-25-78	284 238	44.1 39	63.60
	EXC: PARCEC 100	5.40		76-11	015066	
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and other valuable considerations to them paid by WEYERHAEUSER COMPANY Oregon, Grantors, in consideration of the sum of Ten Dollars (\$10.00) whereof is hereby acknowledged, have bargained and sold and by these and assigns, all of the following described ELVIRA T. SLOVER, husband and wife, of Coos River Route, Coos Bay, presents do grant, bargain, sell, and convey unto the said Grantee a Washington corporation, of Tacoma, Washington, Grantee, receipt real property, situated in the County of Coos, State of Oregon; and unto its successors

All those parts of Lots Flve (5) and Section Twenty-seven (27), Township (25) South, Range Twelve (12) West othe tidelands fronting and abutting 5 and 6, lyings



(1) Southerly of the Southerly line of tha certain strip of land in said Lots 5 and 6 conveyed by Charles J. Austin and Sarah Davis to the State of Oregon by a deed date December 23, 1946 and recorded January 8, 1 under Clerk's Filing No. 13046 in Book 166, Page 106, Deed Records of said Goos County;

(2) Westerly of the Westerly line and the Southerly prolongation thereof, of that cer strip of land in said Lot 5 conveyed by Sar Davis to George McIlroy and wife by a deed April 29, 1933 and recorded October 7, 1935 Book 124, at Page 97, said Coos County Deed Records; and

which is parallel with from, when measured a line of said Lot 6, asterly of a line of distant Easterly angle to, the West

together with all booming, waterfront, and riparian rights fronting and abutting the same; EXCEPTING TH FROM that certain strip of land in said Lots 5 and conveyed by Alex H. Austin to Mildred Dick by a decasted October 16, 1937 and recorded October 18, 193 under Clerk's Filing No. 54869 in Volume 130, at Pagunder Clerk's Filing No. 54869 in Volume 130, at Pagunder Clerk's Filing No. 54869 in Volume 130, at Pagunder Clerk's Filing No. 54869 in Volume 130, at Pagunder Clerk's Filing No. 54869 in Volume 130, at Pagunder Clerk's Filing No. 54869 in Volume 130, at Pagunder Clerk's Filing No. 54869 in Volume 130, at Pagunder Clerk's Filing No. 54869 in North No. 54869 in No. 54









# 25 Page 1875 III

TO HAVE AND TO HOLD the above described and granted premises, together with all and singular the tenements, hereditaments, and aining, unto the appurtenances thereto belonging or in any said Grantee, its su

their hands and se

Sono

S. Slover

GAN S TENNE

STATE OF DREGON

County of Coos

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ove named F. S. SLOVER and ELVIRA T. SLOVER, oing instrument to be their voluntary Personal and ackr act and

Minne Trancis

Notary Public for Oregon My Commission Expires: They

Absorbing APS L2 1964 WY Care Construction

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THE, THEE CAPE ARACC in the County of Coos, State of real property, together with the tenements, hereditam claim unto said Weyerhaeuser Timber Co corporation, doss hereby right, title and int 日日 appur tenances, LUMBISK COMPANY corporation, the sum of to-wit: t lons

A part of Lots Five (5) and Six (6) of Section Twenty-seven (27), Township Twenty-five (25) South, Range Tweive (12) West of the Willamette Werldian, more particularly described as follows: Beginning at a stake on the East line of Alex H. Austin's farm and on the high water line of the North bank of Coos River, said stake being 841.45 fest South (measured on the Bection line) and 282.6 feet West of the Northeast Corner of Section Twenty-seven (27), Township Twenty-five (25) South of Range Twenty Twenty-live (25) South of Range Twenty Hence of Section of Range Twenty Hence along the highwater line of the North Pank of Coos River, the following courses: North Pank of Leet; thence South 800 16 West 441.0 feet; thence Bouth 600 08 West 252.8 feet to the ligh water line North 200 52 West 252.8 feet to the Last 447.65 feet; thence Bouth 850 31 East 260.85 feet; thence South 39.57 feet to the feet; thence South 780 58 East 265.7 feet to the feet; thence South 780 58 East 265.7 feet to the feet; thence South 39.57 feet to the feet; thence South 30.67 feet to the feet; thence of bedring in Lot Five (5), 0.12 acres in Lot Six (6), together with the tide lands fronting the same and including all booms, water front and boom rights and

TO HAVE AND TO HOLD same unto the said Weyerhaeus Timber Company, a Washington corporation, unto its success

IN WITHESS WHEREOF the said Cape Arago Lumber

Company has caused these presents to be signed and its cate seal to be hereunto affixed by its proper officers t

B) Will Williams

The second secon

or them. Trainfant, Courts Cort.

RECORDED BY FIRST AMERICAN TITLE 13-010

When recorded, return to: Weyerhaeuser Company Land Title CH1-F23 P.O. Box 9777 Federal Way, WA 98063

#### Send Tax Statements to:

Weyerhaeuser NR Company Tax Department CH1-F28 P.O. Box 9777 Federal Way, WA 98063

Map / Tax Lot No. 25S11050001900	Account No. 219001
Map / Tax Lot No. 25S11080000101	Account No. 225101
Map / Tax Lot No. 25S11280001200	Account No. 241500
Map / Tax Lot No. 25S11290000101	Account No. 243400
Map / Tax Lot No. 25S11320000100	Account No. 247000
Map / Tax Lot No. 25S11330000200	Account No. 247900
Map / Tax Lot No. 25S12190000300	Account No. 275802
Map / Tax Lot No. 25S12190000300	Account No. 275890
Map / Tax Lot No. 25S12270000200	Account No. 284700
Map / Tax Lot No. 25S1227B000400	Account No. 284903
Map / Tax Lot No. 25S12280000200	Account No. 284901
Map / Tax Lot No. 25S12280000300	Account No. 286401
Map / Tax Lot No. 25S12280001300	Account No. 289500
Map / Tax Lot No. 25S12290001400	Account No. 289501
Map / Tax Lot No. 25S12300000300	Account No. 291791
Map / Tax Lot No. 25S12300000300	Account No. 291701
Map / Tax Lot No. 25S12300000900	Account No. 292800
Map / Tax Lot No. 25S1312A000900	Account No. 322300
Map / Tax Lot No. 25S1313DD04100	Account No. 3850200
Map / Tax Lot No. 25S1336AB03000	Account No. 3983600

#### **QUIT CLAIM DEED**

The Grantor, WEYERHAEUSER COMPANY, formerly known as Weyerhaeuser Timber Company, a Washington corporation, P.O. Box 9777 - CH1-F23, Federal Way, WA 98063-9777, conveys and quitclaims to WEYERHAEUSER NR COMPANY, a Washington corporation, P.O. Box 9777 - CH1-F23, Federal Way, WA 98063-9777, Grantee, all of its right, Page 1 of 20

Weyerhaeuser/Weyerhaeuser NR Coos County, Oregon T2012-530ps

Consideration is: none

COOS COUNTY CLERK, OREGON TERRI L. TURI, CCC, COUNTY CLERK TOTAL \$136.00

02/06/2013 03:06:37PM PAGE 1 0F 20

2013 1111

title or interest in and to property located in Coos County, State of Oregon, more particularly described on EXHIBIT A attached hereto and by this reference made a part hereof.

The true consideration for this conveyance stated in terms of dollars is: NONE

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 195.301, 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: 30th day of Yovember, 2012.

WEYERHAEUSER COMPANY

By: Myras & Suden Print Name: Thomas F. Gideon Title: Executive Vice President

Print Name: Pegg Hebble hwa Te

Title: Assistant Secretary



Page 2 of 20

Weyerhaeuser/Weyerhaeuser NR Coos County, Oregon T2012-530ps

### TOWNSHIP 25 SOUTH, RANGE 12 WEST, WILLAMETTE MERIDIAN:

#### Forks Boom

Section 27: All those parts of Lots 5 and 6 of Section 27, Township 25 South, Range 12 West, W.M., and the tidelands fronting and abutting upon said lots 5 and 6, lying:

- (1) Southerly of the southerly line of that certain strip of land in said Lots 5 and 6 conveyed by Charles J. Austin and Sarah Davis to the State of Oregon by a deed dated December 23, 1946 and recorded January 8, 1947 under Clerk's Filing No. 13046 in Book 166, at Page 106, Deed Records of said Coos County;
- (2) Westerly of the westerly line and the southerly prolongation thereof, of that certain strip of land in said Lot 5 conveyed by Sarah David to George McIlroy and wife by a deed dated April 29, 1933 and recorded October 7, 19335 in Book 124, at page 97, said Coos County Deed Records; and
- (3) Easterly of a line which is parallel with and 50 feet distant easterly from, when measured at right angle to, the west line of said Lot 6;

TOGETHER WITH all booming, waterfront, and riparian rights fronting and abutting the same;

LESS AND EXCEPT that certain strip of land in said Lots 5 and 6 conveyed by Alex H. Austin to Mildred Dick by a deed dated October 16, 1937 and recorded October 18, 1937 under Clerk's Filing No. 54869 in Volume 130, at Page 135, said Coos County Deed Records, containing, less said exception, 9.98 acres, more or less, of which 9.72 acres are in said Lot 5 and 0.26 acre is in said Lot 6.

A part of Lots 5 and 6 of Section 27, Township 25 South, Range 12 West, W.M., more particularly described as follows:

Beginning at a stake on the east line of Alex H. Austin's farm and on the high water line of the north bank of Coos River, said stake being 841.45 feet South (measured on the section line) and 282.6 feet West of the northeast corner of Section 27, Township 25 South, Range 12 West, W.M.;

running thence along the highwater line of the north bank of Coos River, the following courses:

North 78° 58' West 269.85 feet;

thence North 85° 31' West 255.4 feet:

thence South 80° 16' West 441.0 feet;

thence South 69° 08' W3est 252.8 feet to the junction with the county road; thence leaving the high water line North 20° 52' West 30.0 feet;

Page 14 of 20

Forks Boom T2012-530ps thence North 69°08' East 255.7 feet; thence North 80° 16' East 447.65 feet; thence South 85° 31' East 260.85 feet; thence South 78° 58' East 265.7 feet to the east line of grantor's land;

thence South 39.57 feet to the place of beginning, containing 0.85 acres, more or less, 0.73 acres of which being in Lot 5, 0.12 acres in Lot 6;

**TOGETHER WITH** the tide lands fronting the same and including all booms, water front and boom rights and privileges pertaining thereto.

Map / Tax Lot No. 25S12270000200

Account No. 284700

End of Description for Forks Boom

Page 15 of 20

Forks Boom T2012-530ps Markey and the first of the state of the sta

#### CONTRACT OF SALE

THIS AGREEMENT, made this Love day of September, 1970, by and between F. S. SLOVER and ELVIRA T. SLOVER, husband and wife, herein called Sellers, and PETER G. BROPHY and SHIRLEY J. BROPHY, husband and wife, herein called Buyers;

#### WITNESSETH:

1. In consideration of the mutual agreements herein contained and the performance thereof, the Sellers do agree to sell to the Buyers, and the Buyers agree to purchase and pay for the following described real property, situated in the County of Coos, State of Oregon, to-wit:

Beginning at an iron pipe on the West Line of Government Lot Six (6), Section Twenty-seven (27), Township Twenty-five (25) South, Range Twelve (12) West, Willamette Meridian, Coos County, Oregon, said iron pipe also being on the Northerly line of the Coos River State Highway and also being located South 64° 20' 46" West a distance of 2897.10 feet from the Northeast corner of the said Section Twentyseven (27); thence, along the Northerly line of the said highway, North 76° 53' 30" East a distance of 289.38 feet; thence along a 300.00 foot spiral curve left, the long chord of which bear North 76° 02' 14" East a distance of 35.97 feet to an iron pipe; thence, leaving the said Northerly line, North 11° 05' 44" West a distance of 44.08 feet to an iron pipe; thence, North 13° 40' 16" East a distance of 167.71 feet to an iron pipe; thence, North 13° 40' 16" East a distance of 114.86 feet to an iron pipe; thence, North 2° 56' 16" East a distance of 86.49 feet to an iron pipe; thence, North 83° 44' 41" West a distance of 142.26 feet to an iron pipe; thence, North 89° 35' 00" West a distance of 234.47 feet to an iron pipe on the West line of the said Government Lot Six (6); thence, along the said West line, South 0° 25' 00" West a distance of 495.73 feet to the point of beginning.

Together with that part of Government Lot Six (6), Section Twenty-seven (27), Township Twenty-five (25) South, Range Twelve (12) West of the Willamette Meridian, and the tidelands fronting

and abutting upon said Government Lot Six (6) lying Westerly of a line which is parallel with and 50 feet Easterly from the West line of said Government Lot Six (6) and its Southerly prolongation thereof and lying Southerly of the Coos River Highway above described.

- 2 The purchase price of said property, which Buyers agree to pay, shall be the sum of \$25,000.00, of which sum the Buyers have paid the sum of \$7,000.00, as a down payment, receipt of which is hereby acknowledged by Sellers. Buyers promise to pay the balance of the purchase price, the sum of \$18,000.00, in monthly installments of \$175.00 per month, including interest at the rate of seven and one-half percent (7-1/2%) per annum. Said payments to begin on September 25, 1970, and continuing each month thereafter until paid. Buyers may prepay any or all of said balance without penalty.
- 3. Buyers shall be entitled to possession of said premises on August 15, 1970, which date shall also be the date upon which interest commences to run under this contract, and shall be the date to be used for proration of real property taxes and fire insurance premiums, if any.
- 4. Sellers covenant and represent that they are the owners of the above-described property, free and clear of all encumbrances, and that Sellers will forever warrant and defend the above premises against the lawful claims and demands of all person whomsoever.
- 5. Buyers agree to promptly pay to Sellers, when due, all real property taxes and all public, municipal and statutory liens and assessments which may hereafter be levied against the property promptly when the same become due and payable, and further, to keep the premises free and clear of all liens and encumbrances arising out of any act of Buyers, whether for labor, materials, or otherwise. Sellers shall apply the sums so received from Buyers in payment of said real property taxes. It is mutually understood and agreed that the taxes assessed and levied against said real property are only a part of the taxes against said property and the adjoining property of the Sellers which has not yet

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been sold. Until the assessor apportions said taxes between the respective tracts, it is agreed that the amount of real property taxes to be apportioned to the property being purchased by the Buyers shall be fifty percent (50%) of the total taxes levied against both parcels.

- 6. Buyers agree to keep the buildings on said premises insured against loss by fire or other casualty for their own benefit and for the benefit of Sellers in an amount not less than \$18,000.00, with loss payable to the parties hereto as their interests appear at the time of loss, with priority in payment of Sellers. Buyers agree to pay the premiums on said insurance and to deliver said policy, with paid premium receipts, to the Sellers, to be retained by Sellers during the life of this contract.
- 7. In the event Buyers fail to pay, when due, any taxes, assessments, insurance premiums, liens or other amounts required to be paid by them hereunder, the Sellers may pay any or all of said amounts. If Sellers make any such payment, the amounts so paid shall become immediately due and repayable by the Buyers, shall bear interest at the rate of eight percent (8%), per annum from date of payment by Sellers until repaid by Buyers, and shall be secured by the vendors' lien retained by Sellers under this agreement.
- 8. Buyers agree that all improvements now located or which shall hereafter be placed on the premises, shall remain a part of the real property, and shall not be removed at any time prior to the expiration of said agreement without the written consent of Sellers. Buyers shall not commit or suffer any waste of the property, or any improvements thereon or alterations thereof, and shall maintain the property, and all improvements thereon and all alterations thereof, in good condition and repair. Buyers shall not otherwise make, or cause to be made, any improvements or

whatsoever, directly or indirectly, without the written consent of sellors and that any attempted sale, transfer, assignment or other disposition in violation of this provision shall be null and void. Ther terms of this paragraph include, without limitation however, assignments by operation of law. Sellers agree, however, that they will not unreasonably withhold their consent to the assignment or other transfer of this agreement to a person or persons of good moral and financial responsibility.

17. Subject to the foregoing provisions limiting assignment hereof by Buyers, the terms and provisions of this agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written. State of Oregon County of Coos (SEAL) I hereby certify that the within instrument was filed for record Jan 15 1 22 11 174 6,3-6-82 (SEAL Elvira Sellers and recorded in Book of Records Microfilm Reel No. 7.4 - 1 - 9.5356 - 47 of said County. (SEAL WITNESS my hand and Seal of County Fay F. Crabtree, Coos County Clerk Buyers Fee /4 -FORM NO. 23 - ACKNOWLEDGMENT STEVENS MESS LAW PUB. CO., PORTLANO, ORE STATE OF OREGON. BE IT REMEMBERED, That on this \_\_\_\_\_\_ day of \_\_\_\_\_ before me, the undersigned, a Notary Public in and lovesid County and State, personally appeared the within named known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that the executed the same treely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. EXTIC Notary Public for Oregon. My Commission expires all 4 20

## 72-6-72434

## WARRANTY DEED

FRANK S. SLOVER and ELVIRA T. SLOVER, hereinafter called grantors, convey to JAMES B. BEDINGFIELD, JR., all that real property situated in Coos County, State of Oregon, described as:

All that part of Government Lots Five (5) and Six (6), Section Twenty-seven (27), Township Twenty-five (25) South, Range Twelve (12) West, Willamette Meridian, Coos County, Oregon, lying North of the Coos River Highway, excepting therefrom the following:

Beginning at an iron pipe on the West line of Government Lot Six (6), Section Twenty-seven (27), Township Twenty-five (25) South, Range Twelve (12) West, Willamette Meridian, Coos County, Oregon, said iron pipe also being on the Northerly line of the Coos River State Highway and also being located South 64° 20' 46" West a distance of 2897.10 feet from the Northeast corner of said Section Twenty-seven (27); thence, along the Northerly line of said highway, North 76° 53' 30" East a distance of 289.38 feet; thence along a 300.00 foot spiral curve left, the long chord of which bears North 76° 02' 14" East a distance of 35.97 feet to an iron pipe; thence, leaving said Northerly line, North 11° 05' 44" West a distance of 44.08 feet to an iron pipe; thence, North 13° 40' 16" East a distance of 167.71 feet to an iron pipe; thence North 13° 40' 16" East a distance of 186.49 feet to an iron pipe; thence North 89° 35' 00" West a distance of 234.47 feet to an iron pipe on the West line of said Government Lot Six (6); thence, along said West line, South 0° 25' 00" West a distance of 495.73 feet to the point of beginning.

and covenant that grantors are the owners of the above described property free of all encumbrances except a Right of Way to the West Coast Telephone Company as granted by that certain instrument recorded December 27, 1949, in Book 195, Page 445, Deed Records, Coos County, Oregon, and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$22,500.00.

The foregoing recital of consideration is true as I verily believe.

DATED this 21d day of

1972

Join Hoon

# 72-6-72435

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72-6-724 State of Oregon	34 -5					

My commission expires:

11 35 AM 172

County of Coos ss 226
I hereby certify that the within instrument was filed for record

and recorded in Book of Records Microfilm Reel No. of said County.

WITNESS my hand and Seal of County offixed.

Fay E Cratter Coos county Clerk

By

#### WARRANTY DEED

FRED P. EASON and SHIRLEY J. EASON, husband and wife, hereinafter called grantor conveys to BOBBY J. SMITH and MARY A. SMITH, husband and wife, as tenants by the entirety all that real property situated in Coos County, State of Oregon described as:

That portion of the following described tracts lying Southerly of the Southerly boundary of the Coos River Secondary Highway No. 241 and also referred to as the Allegany County Road; Southeast quarter of the SE¼ of Section 22, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; ALSO: Beginning at the corner of Sections 22, 23, 26, and 27, Township 25 South, Range 12 West of the Willamette Meridian and running thence West 4.28 chains; thence South 13.30 chains to right bank of Coos River; thence upstream along said bank as follows: South 79° East 2.60 chains, South 73° East 1.78 chains to line between Section 26 and 27; thence North 14.30 chains along said line to place of beginning; ALSO all frontage lying between said tract and low water line of Coos River, Coos County, Oregon.

and covenants that grantor is the owner of the above described property free of all encumbrances except easements, restrictions or reservations of record, if any, and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$57,500.00.

The foregoing recital of consideration is true as I verily believe.

DATED this 25 day of fue

1976.

Fred P. Fason

Shirley J. Eason

STATE OF OREGON	) ) ss.	
County of COOS	)	1976.
	-	10/00

Personally appeared the above-named FRED P. EASON and SHIRLEY J. EASON, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for Oregon My Commission Expires: 11/5/76

Send all tax statements to: Mr. and Mrs. Bobby J. Smith N. Coos River Route Box 420 Coos Bay, Oregon 97420

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

UST 14 8 35 1.11 76 430

and recorded in Book of Records Microfilm Reel No.

of said County. WITNESS my hand and Seal of County affixed.

Evelyn M. Entoti, Coos County Clerk
By Control

RECORDED BY PIONEER NATIONAL TITLE INSURANCE Coos County Branch