



Coos County Land Use Permit Application

SUBMIT TO COOS COUNTY PLANNING DEPT. AT 60 E. SECOND STREET OR MAIL

TO: COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL

PLANNING@CO.COOS.OR.US PHONE: 541-396-7770

paid Health Fee

FILE NUMBER:

P-22-005

Date Received:

4/19/20

Receipt #: 231914

Received by: MB

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) Arlys Fones Trust

Mailing address: 56708 Henry George Road, Coquille, OR 97423

Phone: 503-334-5622

Email:

Township:	Range:	Section:	¼ Section:	1/16 Section:	Tax lots:
28S	12W	8	B	Select	100
Select	Select	Select	Select	Select	

Tax Account Number(s): 848000

Zone: Select Zone Rural Residential-2 (RR-2)

Tax Account Number(s)

Exclusive Farm Use (EFU)

B. Applicant(s) Arlys Fones

Mailing address: 56708 Henry George Road, Coquille, OR 97423

Phone: 503-334-5622

C. Consultant or Agent: Troy Rambo

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

Phone #: 541-751-8900

Email: mandrllc@frontier.com

Type of Application Requested

- Comp Plan Amendment
- Text Amendment
- Map - Rezone

- Administrative Conditional Use Review - ACU
- Hearings Body Conditional Use Review - HBCU
- Variance - V

- Land Division - P, SUB or PUD
- Family/Medical Hardship Dwelling
- Home Occupation/Cottage Industry

Special Districts and Services

Water Service Type: Community Water System

Sewage Disposal Type: On-Site Septic

School District: Coquille

Fire District: Select Fire District

Please include the supplement application with request. If you need assistance with the application or supplemental application please contact staff. Staff is not able to provide legal advice. If you need help with findings please contact a land use attorney or consultant.

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](#)

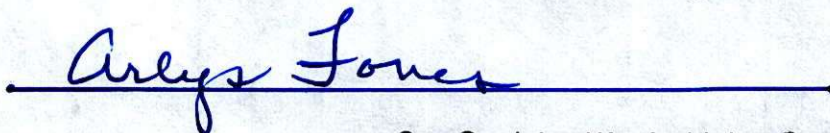
D. **ATTACHED WRITTEN STATEMENT.** With all land use applications, the “burden of proof” is on the applicant. It is important that you provide information that clearly describes the nature of the request and indicates how the proposal complies with all of the applicable criteria within the Coos County Zoning and Land Development Ordinance (CCZLDO). You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete. A planner will explain which sections of the Ordinance pertain to your specific request. The information described below is required at the time you submit your application. The processing of your application does not begin until the application is determined to be complete. An incomplete application will postpone the decision, or may result in denial of the request. Please mark the items below to ensure your submittal is complete.

Application Check List: Please make off all steps as you complete them.

- I. A written statement of intent, attached to this application, with necessary supporting evidence which fully and factually describes the following:
1. A complete explanation of how the request complies with the applicable provisions and criteria in the Zoning Ordinance. A planner will explain which sections of the Ordinance pertain to your specific request. You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete.
 2. A description of the property in question, including, but not limited to the following: size, vegetation, crops grown, access, existing buildings, topography, etc.
 3. A complete description of the request, including any new structures proposed.
 4. If applicable, documentation from sewer and water district showing availability for connection.
- II. A plot plan (map) of the property. Please indicate the following on your plot plan:
1. Location of all existing and proposed buildings and structures
 2. Existing County Road, public right-of-way or other means of legal access
 3. Location of any existing septic systems and designated repair areas
 4. Limits of 100-year floodplain elevation (if applicable)
 5. Vegetation on the property
 6. Location of any outstanding physical features
 7. Location and description (paved, gravel, etc.) of vehicular access to the dwelling location
- III. A copy of the current deed, including the legal description, of the subject property. Copies may be obtained at the Coos County Clerk's Office.

I certify that this application and its related documents are accurate to the best of my knowledge. I am aware that there is an appeal period following the date of the Planning Director's decision on this land use action. I understand that the signature on this application authorizes representatives of the Coos County Planning Department to enter upon the subject property to gather information pertinent to this request. If the application is signed by an agent, the owner's written authorization must be attached.

If this application is refereed directly to a hearings officer or hearings body I understand that I am obligated to pay the additional fees incurred as part of the conditions of approval. I understand that I/we are not acting on the county's behalf and any fee that is a result of complying with any conditions of approval is the applicants/property owner responsibility. I understand that conditions of approval are required to be complied with at all time and an violation of such conditions may result in a revocation of this permit. Signatures required below for application processing.



ACCESS INFORMATION

The Coos County Road Department will be reviewing your proposal for safe access, driveway, road, and parking standards. There is a fee for this service. If you have questions about these services please contact the Road Department at 541-396-7660.

Property Address: 56708 Henry George Road & 0 Rink Creek Lane

Type of Access: Public Road

Name of Access: Henry George Rd. & Rink Creek Ln.

Is this property in the Urban Growth Boundary? No

Is a new road created as part of this request? No

Required parking spaces are based on the use of the property. If this is for a residential use two spaces are required. Any other use will require a separate parking plan submitted that is required to have the following items:

- Current utilities and proposed utilities;
- Roadmaster may require drawings and specs from the Oregon Standards Specification Manual (OSSC) (current edition).
- The location and design of bicycle and pedestrian facilities shall be indicated on the site plan if this is a parking plan;
- Location of existing and proposed access point(s) on both sides of the road where applicable;
- Pedestrian access and circulation will be required if applicable. Internal pedestrian circulation shall be provided in new commercial, office, and multi-family residential developments through the clustering of buildings, construction of walkways, landscaping, accessways, or similar techniques;
- All plans (industrial and commercial) shall clearly show how the internal pedestrian and bicycle facilities of the site connect with external existing or planned facilities or systems;
- Distances to neighboring constructed access points, median openings (where applicable), traffic signals (where applicable), intersections, and other transportation features on both sides of the property;
- Number and direction of lanes to be constructed on the road plus striping plans;
- All planned transportation features (such as sidewalks, bikeways, auxiliary lanes, signals, etc.); and
- Parking and internal circulation plans including walkways and bikeways, in UGB's and UUC's.

Additional requirements that may apply depending on size of proposed development.

- a. Traffic Study completed by a registered traffic engineer.
- b. Access Analysis completed by a registered traffic engineer
- c. Sight Distance Certification from a registered traffic engineer.

Regulations regarding roads, driveways, access and parking standards can be found in Coos County Zoning and Land Development Ordinance (CCZLDO) Article 7.

By signing the application I am authorizing Coos County Roadmaster or designee to enter the property to determine compliance with Access, Parking, driveway and Road Standards. Inspections should be made by calling the Road Department at 541-396-7660

Coos County Road Department Use Only

Roadmaster or designee: _____

Driveway Parking Access Bonded Date: Receipt # _____

File Number: DR-21-

ADDRESS OF DRIVEWAY #1 CLOSEST TO YOUR NEW DRIVEWAY: _____

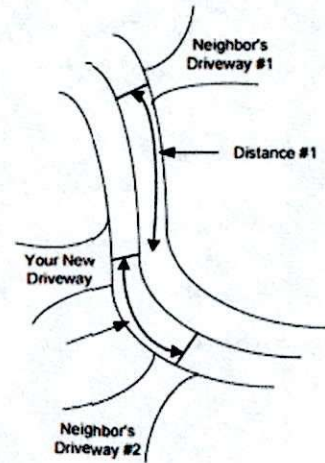
DISTANCE FROM DRIVEWAY #1 TO YOUR NEW DRIVEWAY: _____

Is this driveway on the same side of the road as your Driveway: Select

ADDRESS OF DRIVEWAY #2 CLOSEST TO YOUR NEW DRIVEWAY: _____

DISTANCE FROM DRIVEWAY #2 TO YOUR NEW DRIVEWAY: _____

Is this driveway on the same side of the road as your Driveway: Select



The distance information is important from your new driveway to the closest driveways on either side of you (doesn't matter which side of the road) and what the addresses are to those two driveways. This information is important to include in the formula used to calculate the correct address.

Staff from the County Road Department will place the stake and once the driveway stake has been placed, it must not be moved. If your stake is removed or damaged you may purchase replacements.

Additional Notes or directions:

This application is not required.

SANITATION INFORMATION

If this is a request for a recreational, commercial, industrial, vacation rental, manufactured home park, mass or small gathering Coos Health and Wellness, Environmental Health Staff will be reviewing the proposal to ensure the use meets environmental health standards for sanitation and water requirements to serve the facility. If the proposal indicates that you are using a community water system a review may be required. A fee is charged for this service and shall be submitted with the application \$83.00. If you have questions about regulations regarding environmental health services please call 541-266-6720. This form is required to be signed off for any type of subdivision, recreational, commercial, industrial, vacation rental, manufactured home park, mass or small gathering.

Water Service Type: Shared/Community Sytem

Sewage Disposal Type: On-site septic

Please check if this request is for industrial, commercial, recreational or home base business use and complete the following questions:

- How many employees/vendors/patrons, total, will be on site?
- Will food be offered as part of the an on-site business?
- Will overnight accommodations be offered as part of an on-site business?
- What will be the hours of operation of the business?

Please check if the request is for a land division.

Coos County Environmental Health Use Only:

Staff Reviewing Application: _____

Staff Signature: _____

- This application is found to be in compliance and will require no additional inspections
- This application is found to be in compliance but will require future inspections
- This application will require inspection prior to determining initial compliance. The applicant shall contact Coos Health and Wellness, Environmental Heath Division to make an appointment.

Additional Comments:



**PUBLIC RECORD REPORT
FOR NEW SUBDIVISION
OR LAND PARTITION**

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF THE FOLLOWING CUSTOMER:

Mulkins and Rambo, LLC
Phone No.:

Date Prepared: March 25, 2022
Effective Date: March 23, 2022 / 08:00 AM
Charge: \$300.00
Order No.: 360622039574
Reference:

The information contained in this report is furnished to the Customer by Ticor Title Company of Oregon (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report ("the Report"). Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

REPORT

- A. The Land referred to in this report is located in the County of Coos, State of Oregon, and is described as follows:
As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.
- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:
As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof.
- C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:
As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.
- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:
As fully set forth on Exhibit "D" attached hereto and by this reference made a part hereof.

EXHIBIT "A"
(Land Description)

PARCEL I:

The Northwest quarter of the Northwest quarter of Section 8, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM the West 15 acres.

ALSO EXCEPTING THEREFROM that parcel described in Instrument No. 75-10-120280, Records of Coos County, Oregon, being more particularly described as follows:

Beginning at a point on the quarter quarter section line at an iron pipe 1/2 inch in diameter and 24 inches long, driven 18 inches in the ground, which said point is situated 421.4 feet West of the Southeast corner of the Northwest quarter of the Northwest quarter of Section 8, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence running from this point West along the old established fence along this quarter quarter section line 374.5 feet to a 1/2 inch iron pipe driven in the ground at the Southeast corner of a small parcel of land heretofore conveyed by Henry L. George to Chas. Bunch; thence North along the East boundary of this small parcel of land 88 feet to a 1/2 inch iron pipe driven in the ground at the Northeast corner of said small parcel or tract which is the South boundary of the County Road; thence in a Northeasterly direction along the South boundary of the said County Road to a point due North of the place of beginning; thence South at right angles to the above mentioned old established fence line 264.7 feet to the place of beginning. EXCEPT that portion on the West embraced in a roadway and EXCEPT the East 160 feet thereof.

ALSO EXCEPTING THEREFROM that parcel described in Book 247, Page 604, Records of Coos County, Oregon, being more particularly described as follows:

The East 160 feet in width of the following described parcel of land: Beginning at a point on the quarter quarter section line at an iron pipe 1/2 inch in diameter and 24 inches long, driven 18 inches in the ground, which said point is situated 421.4 feet West of the Southeast corner of the Northwest quarter of the Northwest quarter of Section 8, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence running from this point West along the old established fence along this quarter quarter section line 374.5 feet to a 1/2 inch iron pipe driven in the ground at the Southeast corner of a small parcel of land heretofore conveyed by Henry L. George to Chas. Bunch; thence North along the East boundary of this small parcel of land 88 feet to a 1/2 inch iron pipe driven in the ground at the Northeast corner of said small parcel or tract which is the South boundary of the County Road; thence in a Northeasterly direction along the South boundary of the said County Road to a point due North of the place of beginning; thence South at right angles to the above mentioned old established fence line 264.7 feet to the place of beginning.

ALSO EXCEPTING THEREFROM that parcel described in Book 225, Page 62, Records of Coos County, Oregon, being more particularly described as follows:

A parcel of land situated in the Northwest quarter of the Northwest quarter of Section 8, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, particularly described as follows: Beginning at a pipe post which is 494.6 feet South 87° 04' East and 795.8 feet South 02° 02' East from the Northwest corner of said Section 8; thence South 07° 29' East 375.9 feet to a pipe post; thence South 64° 59' West 52.4 feet; thence North 00° 13' West 394.9 feet to the place of beginning.

Ticor Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 360622039574

EXHIBIT "A"
(Land Description)
(continued)

ALSO EXCEPTING THEREFROM that parcel described in Bargain and Sale Deed, 2022-02198, Records of Coos County, Oregon, being more particularly described as follows:

Parcel 2 of the Minor Land Partition as recorded in the Coos County Clerk's office as Microfilm Reel No. 84-5-5649 thru 5652. Said parcel is located in the Northwest quarter of the Northwest quarter of Section 8, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at a 5/8" rebar on the North boundary of Rink Creek Lane from which a 5/8" rebar at the West 1/16 corner on the North boundary of said Section 8 bears North 34° 44' 40" East a distance of 1368.30 feet; thence North 7° 24' 05" West a distance of 275.00 feet to a 5/8" rebar; thence North 65° 37' 34" East a distance of 350.00 feet to a 5/8" rebar; thence South 7° 24' 05" East a distance of 275.00 feet to a 5/8" rebar on the North boundary of Rink Creek Lane; thence along said boundary South 86° 11' 48" West a distance of 48.97 feet; thence along a 250.00 foot radius curve left through a central angle of 33° 59' 25" an arc distance of 148.31 feet; thence South 52° 12' 23" West a distance of 54.04 feet; thence along a 510.00 foot radius curve right through a central angle of 11° 59' 48" an arc distance of 106.78 feet to the point of beginning.

PARCEL II:

A parcel of land situated in the Northwest quarter of the Northwest quarter of Section 8, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Beginning at a pipe post which is 494.6 feet South 87° 04' East from the Northwest corner of said Section 8; thence along the North boundary of said Section 8 South 87° 04' East 25.4 feet; thence South 00° 13' East 795.7 feet to a pipe post; thence North 02° 02' west 795.8 feet to the place of beginning.

PARCEL III:

The West 3/4 of the Northeast of the Northwest quarter, and the West 3/4 of the Southeast quarter of the Northwest quarter of Section 8, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

TOGETHER WITH the East 10 feet of the Southwest quarter of the Northwest quarter of Section 8, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Ticor Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
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EXHIBIT "B"
(Tax Account and Map)

APN/Parcel ID(s) 848000 as well as Tax/Map ID(s) 28-12-08-B0-00100

Ticor Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 360622039574

EXHIBIT "C"
(Vesting)

Arls Fones, Trustee of the Arlys Fones Trust dated August 20, 1992

EXHIBIT "D"
(Liens and Encumbrances)

1. The Land has been classified as Designated Forest Land, and Farm Use, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
2. Rights of the public to any portion of the Land lying within the area commonly known as roads and highways.
3. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Rink Creek.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Rights of the public, riparian owners and governmental bodies as to the use of the waters of Rink Creek and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Deed of Right of Way
In favor of: the public
Recording Date: September 16, 1932
Recording No: Book 117, Page 504

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

Recording Date: February 20, 1940
Recording No.: Book 135, Page 431

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

Recording Date: February 20, 1940
Recording No.: Book 135, Page 432

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

Granted to: Pacific Power & Light Company
Recording Date: April 24, 1985
Recording No: 85-02-5227

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

Granted to: Rink Creek Water District
Recording Date: February 15, 2000
Recording No: 2000-1329

EXHIBIT "D"
(Liens and Encumbrances)
(continued)

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

Amount: \$200,000.00
Dated: May 11, 2020
Trustor/Grantor: Arlys Fones, Trustee of the Arlys Fones Trust
Trustee: UPF Washington Incorporated
Beneficiary: Banner Bank
Recording Date: May 26, 2020
Recording No.: 2020-04843
(Covers Additional Property)

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2021-2022
Amount: \$2,580.43
Levy Code: 802
Account No.: 848000
Map No.: 28-12-08-B0-00100
(Assessed with additional property)

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

Note: Manufactured Home taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2021-2022
Amount: \$433.94
Levy Code: 802
Account No.: 174486
Map No.: 28-12-08-B0-00100
(Assessed to Carolyn M. Robbins, Bryon E. White, Gary L. Robbins)

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

DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
 - (a) "Customer": The person or persons named or shown as the addressee of this report.
 - (b) "Effective Date": The effective date stated in this report.
 - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
 - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.
2. **Liability of Company.**
 - (a) This is not a commitment to issue title insurance and does not constitute a policy of title insurance.
 - (b) The liability of the Company for errors or omissions in this public record report is limited to the amount of the charge paid by the Customer, provided, however, that the Company has no liability in the event of no actual loss to the Customer.
 - (c) No costs (including without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
 - (d) In any event, the Company assumes no liability for loss or damage by reason of the following:
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
 - (2) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
 - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights or claims or title to water.
 - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
3. **Report Entire Contract.** Any right or action or right of action that the Customer may have or may bring against the Company arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of the Company. By accepting this form report, the Customer acknowledges and agrees that the Customer has elected to utilize this form of public record report and accepts the limitation of liability of the Company as set forth herein.
4. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

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Order No. 360622039574

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

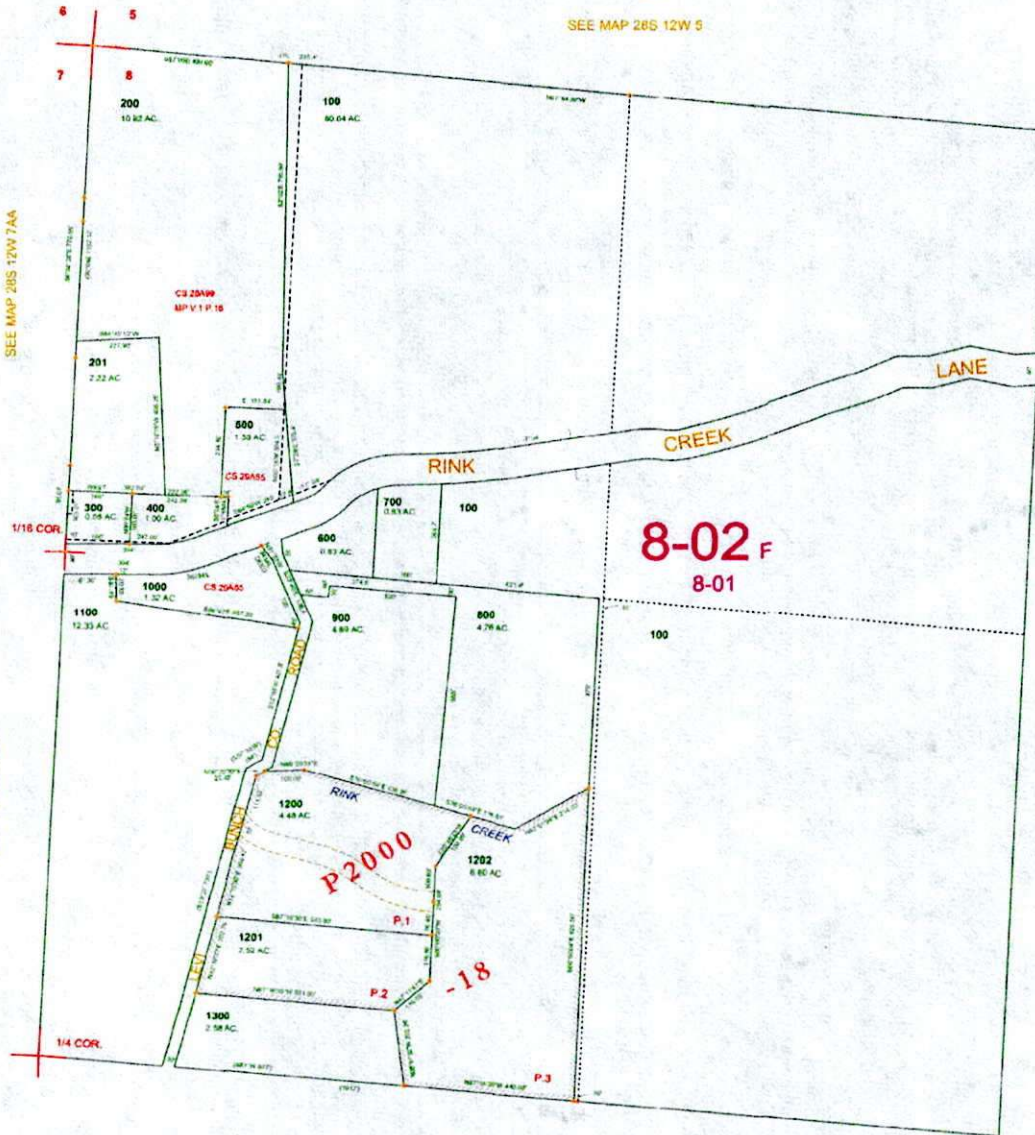
NW1/4 SEC.8 T28S R12W W.M.
COOS COUNTY

1" = 200'

SEE MAP 28S 12W 5

28S 12W 08B

CANCELLED NO.
1400



SEE MAP 28S 12W 7A

SEE MAP 28S 12W 7

SEE MAP 28S 12W 8

SEE MAP 28S 12W 8

1/4 COR. 02-15-2007

28S 12W 08B

AFTER RECORDED RETURN TO:

Arllys Fones, Trustee of the
Arllys Fones Trust
56708 Henry George Road
Coquille, OR 97423

Coos County, Oregon

2022-01745

\$91.00

02/23/2022 10:41 AM

Pgs=2



Diris D. Murphy, Coos County Clerk

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

Arllys Fones, Trustee of the
Arllys Fones Trust
56708 Henry George Road
Coquille, OR 97423

CONSIDERATION: The true consideration for this conveyance is \$0.00

**CORRECTION DEED
BARGAIN AND SALE DEED**

Corrects Grantor and Grantee names and legal description in
Instrument No. 92-08-1018

Know all men by these presents that ARLYS Kay Fones (also known as ARLYS Fones), hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto ARLYS FONES, Trustee of the Arlys Fones Trust dated August 20, 1992, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Coos, State of Oregon, described as follows:

PARCEL 1

The Northwest quarter of the Northwest quarter of Section 8, save and except 15 acres off the West end thereof; conveying also to her (record him) the West 3/4 of the Northeast of the Northwest quarter and the West 3/4 of the Southeast quarter of the Northwest quarter of Section 8, in Township 28 South, of Range 12 West of the Willamette Meridian, Coos County, Oregon, less parcel described at 75-120280 (tax acct. #8481.00) and at 247/604 (tax acct. # 8481.01) and at 225/62.

PARCEL 2

A parcel of land situated in the NW1/4 of the NW1/4 of Section 8, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, particularly described as follows:

Beginning at a pipe post which is 494.6 feet South 87 degrees 04' East from the northwest corner of said Section 8; thence along the North Boundary of said Section 8 South 87 degrees 04' East 25.4 feet; thence South 00 degrees 13' East 795.7 feet to a pipe post; thence North 02 degrees 02' West 795.8 feet to the place of beginning, containing .231 acre.

July, 1932.

Done in presence of:
Wayne Rand, A. J. CrossArthur E. Rand) Seal(
Myrtle Rand) Seal(

State of Oregon :ss On this 19th day of July, 1932, personally came before me, a notary public in and for said county and state, the within named Arthur E. Rand and Myrtle Rand, his wife, to me known to be the identical persons described in and who executed the within instrument and who personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

WITNESS my hand and official seal this 19th day of July, 1932.

Recorded September 15, 1932, 4:05 P.M.
Robt. R. Watson, County Clerk

A. J. Cross
Notary Public for Oregon
My commission expires Nov. 6, 1932
(Notarial seal)

46468-

DEED OF RIGHT OF WAY

THIS INDENTURE WITNESSETH: That Henry L. George, a single man, That for and in consideration of One Dollar to me in hand paid, receipt whereof I hereby acknowledge, I do hereby grant, bargain and sell unto The Public, as grantee herein, the free and uninterrupted use, liberty and privilege of a right of way Twenty (20) feet in width extending from the Rink Creek County Road as follows:

Beginning at a point on the North line of the County Road, commonly known as Rink Creek Road, which is the East line of the road to be described, which point bears North one degree 45' East 396 feet from the South East corner of the North West $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 8, Township 28 South Range 12 West of Willamette Meridian, Coos County, Oregon, Thence South 76 deg. 30' West 10.4 feet to the center line and beginning point of this road thence North 1 deg. 40' West 164.5 feet; thence North 31 deg. West 44 feet; thence North 18 deg. 25' West 80 feet; thence North 23 deg. 10' West 686 feet to a point on the South boundary line of the Basil Arnold property. This road to be 10 feet on each side of this center line.

Together with the free use of said way to the general public, at all times and seasons of the year for general road purposes.

TO HAVE AND TO HOLD all and singular the aforesaid privileges to the proper use and enjoyment by said grantee as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30th day of December, 1929.

Witnesses:
O. C. Sanford, Dorothy E. Arnold

Henry L. George (seal)

State of Oregon :ss On this, the 30th day of Dec., 1929, personally came before me, the undersigned, a Notary Public in and for said County and state, the within named Henry L. George, to me personally known as the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and notarial seal this 30th day of Dec. 1929.

Recorded September 16, 1932, 3 P.M.
Robt. R. Watson, County Clerk

O. C. Sanford
Notary Public for Oregon
My commission expires Sept. 30, 1931
(Notarial seal)

46469- THIS INDENTURE WITNESSETH, That We, Charles (Chas.) E. Briggs and Mary J. Briggs, husband and wife, the grantors, in consideration of Ten Dollars and other valuable

considerations to us paid, do grant, sell, convey and quitclaim unto Bennett Trust Company, a corporation, the grantee, the following described real property, to-wit:

Our home property at 649 South Ninth Street, Marshfield, Oregon, particularly described in deed to said Charles E. Briggs recorded July 11, 1928 commencing Page 472 of Book 105 of Records of Deeds of Coos County, Oregon.

Also Lot 9 in Block 1 of Sunset View, Coos County, Oregon, as per plat thereof on file in the office of the County Clerk of and for said county and state.

Also approximately one acre, described in deed from Walter and Sylvia Hillar to said grantors recorded February 13, 1932, commencing page 267 of Book 116 of said Deed Records. All in Coos County, State of Oregon.

TO HAVE AND TO HOLD said premises, with its tenements, hereditaments and appurtenances, unto said grantee, its successors and assigns forever.

Sealed and dated the 16th day of September, 1932.

Witnesses	Chas. E. Briggs)Seal(
Viola McCoy, Ruth H. Briggs	Charles E. Briggs)Seal(
	Mary J. Briggs)Seal(

State of Oregon
County of Coos : ss I certify that on September 16, 1932, personally appeared before me, in my official capacity as Notary Public for said State, above named grantor, Charles E. Briggs and Mary J. Briggs, husband and wife, who are personally known to me to be the identical individuals described in and who executed the foregoing instrument and acknowledged to me that they executed the same freely.

Recorded September 17, 1932, 10:30 A.M.	Frances McLeod
Robt. R. Watson, County Clerk	As Notary Public aforesaid
	My commission expires Apr. 7-1933
	(Notarial seal)

46470-

ASSIGNMENT OF OIL AND GAS LEASE

WHEREAS on the 7th day of April, 1932, a certain oil and gas mining lease was made and entered into by and between Gilbert Bogard and Lavina M. Bogard, husband and wife of Coquille, Oregon, lessors, and J. J. Jutzy, of Portland, Oregon, Lessee,

Covering the following described land in the County of Coos, and State of Oregon, to-wit: The NW $\frac{1}{4}$ of The NW $\frac{1}{4}$ of Section 10, Township 28 South of Range 13, West of the W.M. Said lease being recorded in the Office of the Clerk and Recorder in and for said County in Book 117 of Deeds, Page 287 on July 21st, 1932 and whereas the said lease and all rights thereunder or incident thereto was on September 2nd 1932 assigned to Thomas Taaffe, and said assignment was filed for record in the Office of the Clerk and Recorder in said County and State in Book 117, Page 462 Records of Deeds, and Whereas, The said Thomas Taaffe does hereby assign an Undivided One Fourth ($\frac{1}{4}$) interest in the said lease covering the NW $\frac{1}{4}$ of The NW $\frac{1}{4}$ of Section 10, Township 28 South of Range 13, West of the W.M. and all rights thereunder or incident thereto to J. E. Laizure, of Portland, Oregon.

NOW THEREFORE, for and in consideration of One Dollar, and other good and valuable consideration the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder, or incident thereto, does hereby bargain, sell, transfer, assign, convey unto the said J. E. Laizure, all of an undivided One fourth interest in and to the right, title and interest of the original lessee and present owner, in and to the said lease and rights thereunder, in so far as it covers the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sect. 10 Township 28 South of Range 13, West of the W.M. together with all personal property used or obtained in connection therewith to J. E. Laizure and his heirs, successors and assigns, And for the same consideration, the undersigned for himself and his heirs, successors and representatives does covenant with the said assignee and his heirs, successors or assigns

D-117

Jones, recorded commencing Page 451, of Book 60, of mortgage records of said County, and owners of said one third interest in said coal, minerals and rights reserved aforesaid; and that they will warrant and defend the title to said premises against any and all lawful claims and demands excepting as aforesaid; provided that said Flora M. Ferrey only covenants against her own acts.

Scaled and Dated this 14th day of February, 1940.

WITNESSES: Bennett Swanton, Flora M. Ferrey)seal(
Bennett Swanton, Jr. Jos. L. Ferrey)seal(

\$5.50 documentary stamps, cancelled.

STATE OF OREGON
COUNTY OF COOS ss: On February 17th, 1940, personally appeared before me in my official capacity as Notary Public for said State and venue, the within-named Flora M. Ferrey and James L. Ferrey, husband and wife, who are personally known to me to be the identical individuals described in and who executed the foregoing instrument, and acknowledged to me that they executed the same freely.

Recorded Feb. 20, 1940, 10:00 A.M.
L. W. Oddy, County Clerk

Bennett Swanton, Jr.
As Notary Public Aforesaid
My Commission expires: April 1, 1940
(Notarial seal)

61882- KNOW ALL MEN BY THESE PRESENTS, That C. H. Bunch and his wife, Annie Bunch, in consideration of the sum of One Dollar to them in hand paid by Frank George, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey unto Frank George, his heirs and assigns, a perpetual right of way and easement for a water pipe line of sufficient width for installation, maintenance, repair and removal of any pipe installed thereon, over and across the Southwest quarter of the Northwest quarter of Section 8, Township 28 South, of Range 12 West of Willamette Meridian, in Coos County, Oregon, the center line of which said right of way and easement begins at a point 177 feet North of the Southeast corner of said quarter quarter section, being the Southeast corner of the C. H. Bunch farm, and running thence North 37° 12' West for a distance of 1452 feet to the North line of said quarter quarter section, as said line is described in State of Oregon Water Permit No. 13854 granted to Frank George, and as said water pipe line was completed on the 10th day of August, 1939.

Together with the right of ingress and egress to enter into and upon said premises at any and all times for the purpose of excavating ditches for the installation of pipe for water conveyance, and for maintaining, repairing and removing any pipe or other material installed therein, said grantee to completely fill any excavations so made by him level with the surface of the ground, and reseed the same where necessary, doing no unnecessary damage to growing crops or fencing thereon; but should said grantee, his agents or employees, heirs or assigns, cause any damage to the same by reason thereof, he, or his heirs or assigns, will pay to the grantors, their heirs or assigns, the reasonable value of any such damage upon demand.

TO HAVE AND TO HOLD the above described and granted right of way and easement unto the said Frank George, his heirs and assigns, perpetually.

IN WITNESS WHEREOF, the above named grantors have hereunto set their hands and seals this 8th day of February, 1940.

Signed, sealed and delivered in the presence of us as witnesses:
L. L. Bunch, Lois L. Bunch C. H. Bunch)seal(
Annie Bunch)seal(

STATE OF OREGON
County of Coos ss: THIS CERTIFIES, That on this 8th day of February, 1940, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named C. H. Bunch and his wife, Annie Bunch, who are known to me to be the identical persons described in and who executed the foregoing instrument, and acknowledged to me that they

D-135

executed the same for the uses and purposes therein set forth.

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

Recorded Feb. 20, 1940, 2:00 P.M.
L. W. Oddy, County Clerk

O. C. Sanford
Notary Public for Oregon
My commission expires Sept. 28, 1943
(Notarial seal)

61883- KNOW ALL MEN BY THESE PRESENTS, That Henry L. George and Gladys George his wife, in consideration of One and no/100 (\$1.00) Dollars, to in hand paid by Frank George have remised released and quitclaimed and by these presents do remise, release and quitclaim unto said Frank George, his heirs and assigns, all the following bounded and described real property, situate in the County of Coos and State of Oregon, to-wit:

A Right of Way for the purpose of laying water pipe across the property of the grantor in SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 8, in Township 28 South of Range 12 west of the Willamette Meridian in Coos County, Oregon, and as described in Water Permit No. 13854, granted by the State of Oregon to the grantees.

It is understood and agreed by and between the parties hereto that said pipe shall be laid at a depth so as to prevent being interfered with in plowing the land together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all estate, right, title and interest in and to the same, including dower and claim of dower.

To Have and to Hold the above described and granted premises unto the said Frank George, and his heirs and assigns forever.

In witness Whereof, we the grantor above named, hereunto set our hand and seal this 11th day of August 1939.

Signed, sealed and delivered in the presence of us as witnesses:
B. J. Smith

Henry L. George)seal(
Gladys George)seal(

STATE OF OREGON
COUNTY OF COOS SS: BE IT REMEMBERED, That on this 11th day of August A.D. 1939 before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Henry L. George and Gladys George his wife, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same.

In Testimony Whereof, I have hereunto set my hand and Notarial seal the day and year last above written.

Recorded Feb. 20, 1940, 2:00 P.M.
L. W. Oddy, County Clerk

B. J. Smith
Notary Public for Oregon
My Commission expires Nov. 15, 1940
(Notarial seal)

61884- WARRANTY DEED

THIS INDENTURE WITNESSETH, That EMPIRE DEVELOPMENT COMPANY, a Corporation organized and existing under and by virtue of the Laws of the State of Oregon, the Grantor, in consideration of Ten Dollars, do grant, bargain, sell and convey unto M. A. Winslow and Carol Winslow, husband and wife or survivor of either, the Grantee, the following described premises, to-wit:

Lots 6 & 7, Block 29, First Addition to Empire, Oregon, according to the Map and plat thereof on file in the office of the County Clerk, Coos County.
Coos County, State of Oregon, according to the plat thereof on file in the office of the County

RIGHT-OF-WAY EASEMENT
(Individual)

For value received the undersigned, hereinafter referred to as Grantors, (whether singular or plural), do hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, the Grantee, an easement or right-of-way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys, anchors and other supports and the right to place all or any part of such line underground) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Coos County, State of Oregon, to wit:

The Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 8, Township 28 South, Range 12 West, Willamette Meridian.

Including the right to clear said right-of-way and keep the same clear of brush, trees, timber and structures, and the right to top, trim, clear or cut away all trees outside of said right-of-way which might endanger such line.

Together with the right of ingress and egress over the adjacent lands of the Grantors for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

Grantors reserve the right to use said right-of-way for roads, agricultural crops or other purposes not inconsistent with the easement granted hereby, but in using or operating any irrigation pipes, motorized vehicles or other equipment, or in any other such use of said right-of-way, Grantors and Grantors' heirs or assigns, shall conform strictly to the provisions of any then applicable safety code or regulation pertaining to required clearances from the wires or conductors of such line.

All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 27 day of March, 1985.
Co-conservators for Henry L. George
Arlis Kay Jones (SEAL) _____ (SEAL)
Linda M. Dominick (SEAL) _____ (SEAL)

STATE OF Oregon }
County of Coos } ss.

On this 27th day of March, 1985, personally appeared before me a notary public in and for said State, the within named Arlis Kay Jones and Linda M. Dominick, Co-conservators of the Estate of Henry L. George, to me known to be the identical persons described therein and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.



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

Jan A. Weber
Notary Public for Oregon
Residing at North Bend
My commission expires: Oct. 3, 1986

85 2 5228

1237

1237

85 2 5227
State of Oregon }
County of Coos } ss 3 42 PM '85

I hereby certify that the within instrument was filed for record in the Coos County Deed Records.

WITNESS my hand and seal of County affixed:

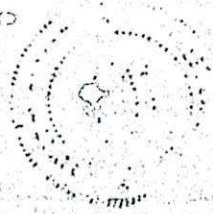
MARY ANN WILSON
County Clerk

By *B. Mitchell* deputy

Return to *Pacific Power & Light*

1001 989
Coos Bay, Or

Fee: *5*



WATER PIPELINE EASEMENT

Arllys Fones as "Grantor," for consideration received, does hereby grant, convey and sell to Rink Creek Water District, an Oregon municipal corporation "Grantee," a permanent, exclusive water pipeline easement and ingress/egress easement for installation, maintenance and replacement purposes of a public waterline, over real property owned by grantor as described on Exhibit A.

This easement, along with others to be obtained by grantee, forms an integral part of grantee's overall water supply system.

This agreement is binding on and shall inure to the benefit of the parties, their heirs and assignees.

A map indicating the location of the easement is attached as Exhibit B.

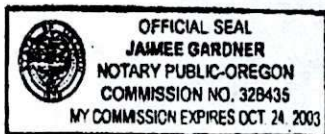
IN WITNESS WHEREOF, grantors have set their hands this 8th day of Feb, 2000.

Arllys K. Fones

STATE OF OREGON)
) ss.
County of ~~Coos~~ Multnomah)

Personally appeared Arlyns Fones, Trustee and acknowledged the foregoing instrument to be their voluntary act and deed.

Date: February 8, 2000



Jamee Gardner
Notary Public for Oregon
My Commission expires Oct. 24, 2003

After Recording return to:
Rink Creek Water Dist.
P.O. Box 65
Coquille, Or. 97423

Property taxes:

EXHIBIT A

EASEMENT NO. 27 - WATERLINE

An easement for installation, maintenance and replacement purposes of a public waterline and necessary appurtenances over a strip of land 20 feet in width that portion of which affects a portion of a parcel of land owned by Arlys Fones as described in Microfilm Record No. 92-08-1018, Records of Coos County, located in the northwest quarter of Section 8, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, the centerline of said 20-foot strip of land being more particularly described as follows:

Beginning at a point, marked by a 5/8" rebar, which bears East 160.23 feet from the north 1/16 corner which is common to Section 7 and said Section 8, being marked by a 5/8" rebar, said line being the Basis of Bearing;

Thence North 74° 33' 51" East 1,224.36 feet to the TRUE POINT OF BEGINNING;

Thence North 03° 09' 14" West 58.39 feet;

Thence northerly 163.34 feet along a curve concave to the west having a radius of 395.00 feet through a central angle of 23° 41' 36" whose chord bears North 14° 53' 22" West 162.18 feet;

Thence North 26° 43' 10" West 320.00 feet, all as specified on the attached map.

TOGETHER WITH: An ingress/egress easement over a strip of land 20 feet in width, the westerly line of which is the easterly line of the hereinabove described 20-foot waterline easement.

(Bearings based on Coos County Survey #29A55)

5505.02\descrip\eaen027.doc

LOCATED IN NW/4 OF SECTION 8, TOWNSHIP 28 SOUTH,
 RANGE 12 WEST, WILLAMETTE MERIDIAN,
 COOS COUNTY, OREGON

BASIS OF BEARING BASED ON CS#29A55

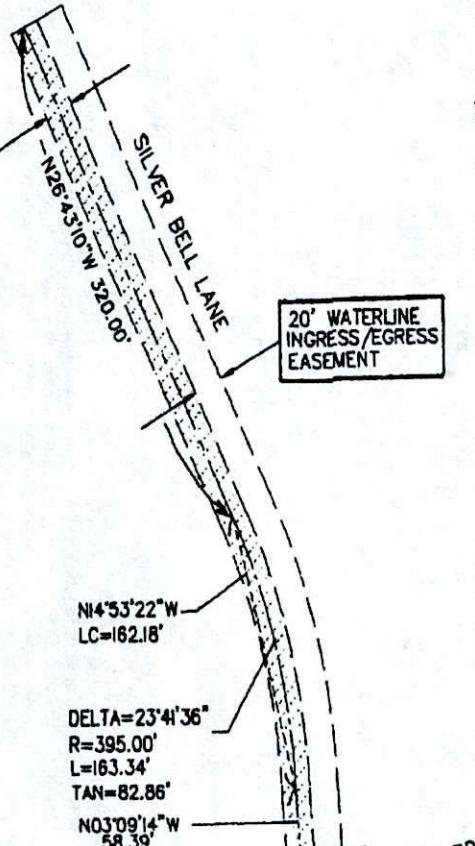


SCALE: 1"=100'

20' WATERLINE
 EASEMENT

20' WATERLINE
 INGRESS/EGRESS
 EASEMENT

ARLYS FONES, TRUSTEE
 6045 SE STEPHENS
 PORTLAND, OR 97215
 MF # 92-08-1018
 TAX LOT 100
 MAP 28-128B



N14°53'22"W
 LC=162.18'

DELTA=23°41'36"
 R=395.00'
 L=163.34'
 TAN=82.86'

N03°09'14"W
 58.39'

N74°33'51"E
 1224.36'

SEC. 7
 SEC. 8

WEST 160.23'
 BASIS OF BEARING

1/16 CORNER
 FND 5/8 REBAR

FND 5/8 REBAR

RINK CREEK RD

TRUE POINT OF
 BEGINNING



THE DYER PARTNERSHIP
 ENGINEERS & PLANNERS, INC.
 275 MARKET AVE.
 COOS BAY, OREGON 97420
 TELEPHONE: (541) 269-0732
 FAX: (541) 269-2044

RINK CREEK WATER DISTRICT
 WATER SYSTEM IMPROVEMENTS
 EASEMENT NO. 27

DES	DWN	CHK
MWE	DFS	MWE
DATE 01/12/00		
PROJECT 5505.02A		

ESMNT27

PAGE #: 0003 OF 0003
 INST#: 2000 1329

02/15/2000 11:05 REC FEE: \$36.00
 COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

RECORDATION REQUESTED BY: WFG Lender Services
Banner Bank
Coquille Branch
259 North Adams Street
Coquille, OR 97423

WHEN RECORDED MAIL TO:
Banner Bank
Consumer Loan Servicing
P.O. Box 1391
Walla Walla, WA 99362-2181

Coos County, Oregon **2020-04843**
\$126.00 Pgs=9 05/26/2020 08:44 AM
eRecorded by: WFG LENDER SERVICES-RESWARE
Debbie Heller, CCC, Coos County Clerk

FOR RECORDER'S USE ONLY

LINE OF CREDIT INSTRUMENT

LINE OF CREDIT DEED OF TRUST. (A) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (B) The maximum principal amount to be advanced pursuant to the Credit Agreement is \$200,000.00. (C) The term of the Credit Agreement commences on the date of this Deed of Trust and ends on May 11, 2045.

THIS DEED OF TRUST is dated May 11, 2020, among Ariys Fones, Trustee of the Ariys Fones Trust, whose address is 56708 Henry George Rd, Coquille, OR 97423 ("Grantor"); Banner Bank, whose address is Coquille Branch, 259 North Adams Street, Coquille, OR 97423 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and UPF Washington, Incorporated, whose address is 12410 E. Mirabeau Parkway, Suite 100, Spokane Valley, WA 99216 (referred to below as "Trustee").

Conveyance and Grant. For valuable consideration, represented in the Credit Agreement dated May 11, 2020, in the original principal amount of \$200,000.00, from Borrower to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Coos County, State of Oregon:

Legal Description

PARCEL 1

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, SAVE AND EXCEPT 15 ACRES OFF THE WEST END THEREOF; CONVEYING ALSO TO HIM THE WEST 3/4 OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE WEST 3/4 OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, IN TOWNSHIP 28 SOUTH, OF RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, LESS PARCEL DESCRIBED AT 75-120280 (TAX ACCT. #8481.00) AND AT 247/604 (TAX ACCT. # 8481.01), AND AT 225/62.

PARCEL 2

A PARCEL OF LAND SITUATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 12 WEST OF WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PIPE POST WHICH IS 494.6 FEET SOUTH 87 DEGREES 04' EAST FROM THE NORTHWEST CORNER OF SAID SECTION 8; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 8 SOUTH 87 DEGREES 04' EAST 25.4; THENCE SOUTH 00 DEGREES 13' EAST 795.7 FEET TO A PIPE POST; THENCE NORTH 02 DEGREES 02' WEST 795.8 FEET TO THE PLACE OF BEGINNING, CONTAINING .231 ACRE. LESS AND EXCEPT THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; RESERVING HOWEVER THEREFROM, A SIXTY FOOT RIGHT OF WAY EXTENDING FROM THE COUNTY ROAD TO THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 28 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF COOS, STATE OF OREGON.

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Tax ID: 28S12W08B100 01, 848000

The Real Property or its address is commonly known as 56708 Henry George Rd, Coquille, OR 97423. The Real Property tax identification number is Tax ID: 28S12W08B100 01, 848000.

Revolving Line of Credit. This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Grantor's Representations and Warranties. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

Grantor's Waivers. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

Payment and Performance. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Credit Agreement, this Deed of Trust, and the Related Documents.

Possession and Maintenance of the Property. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property; (b) use, operate or manage the Property; and (c) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, 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.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any breach or violation of any Environmental Laws, (ii) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (iii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be

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for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (b) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Due on Sale - Consent By Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

Taxes and Liens. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Property Damage Insurance. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages

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and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of Borrower's credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Lender's Expenditures. If Grantor fails (1) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (2) to provide any required insurance on the Property, or (3) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (1) be payable on demand; (2) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Credit Agreement; or (3) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

Warranty; Defense of Title. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's Indebtedness is paid in full.

Condemnation. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Imposition of Taxes, Fees and Charges By Governmental Authorities. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

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Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

Security Agreement; Financing Statements. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

Further Assurances; Attorney-in-Fact. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) Borrower's and Grantor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

Full Performance. If Borrower and Grantor pay all the Indebtedness when due, terminates the credit line account, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

Events of Default. Grantor will be in default under this Deed of Trust if any of the following happen: (1) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Borrower's or Grantor's income, assets, liabilities, or any other aspects of Borrower's or Grantor's financial condition. (2) Borrower does not meet the repayment terms of the Credit Agreement. (3) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

Rights and Remedies on Default. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not

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affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Credit Agreement or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

Powers and Obligations of Trustee. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by

**DEED OF TRUST
(Continued)**

applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Coos County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Notices. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is written in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Deed of Trust. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all indebtedness secured by this Deed of Trust.

Definitions. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means Banner Bank, and its successors and assigns.

Borrower. The word "Borrower" means Ariys Fones and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated May 11, 2020, with credit limit of \$200,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Credit Agreement is May 11, 2045.

Deed of Trust. The words "Deed of Trust" mean this Line of Credit Instrument among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**DEED OF TRUST
(Continued)**

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Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto or intended to protect human health or the environment.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Arlys Fones Trust.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Banner Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means UPF Washington, Incorporated, whose address is 12410 E. Mirabeau Parkway, Suite 100, Spokane Valley, WA 99216 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

NOTICE TO THE GRANTOR: Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

GRANTOR:

ARLYS FONES TRUST

By: Arlys Fones
Arlys Fones, Trustee of Arlys Fones Trust

DEED OF TRUST
(Continued)

TRUST ACKNOWLEDGMENT

STATE OF OR)
)
COUNTY OF COOS) SS
)



On this 17th day of May, 2020, before me, the undersigned Notary Public, personally appeared Ariys Fones, Trustee of Ariys Fones Trust, and known to me to be an authorized trustee or agent of the trust that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the trust.

By [Signature]
Notary Public in and for the State of OR

Residing at Coquille OR
My commission expires May 2nd 2023

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Credit Agreement secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

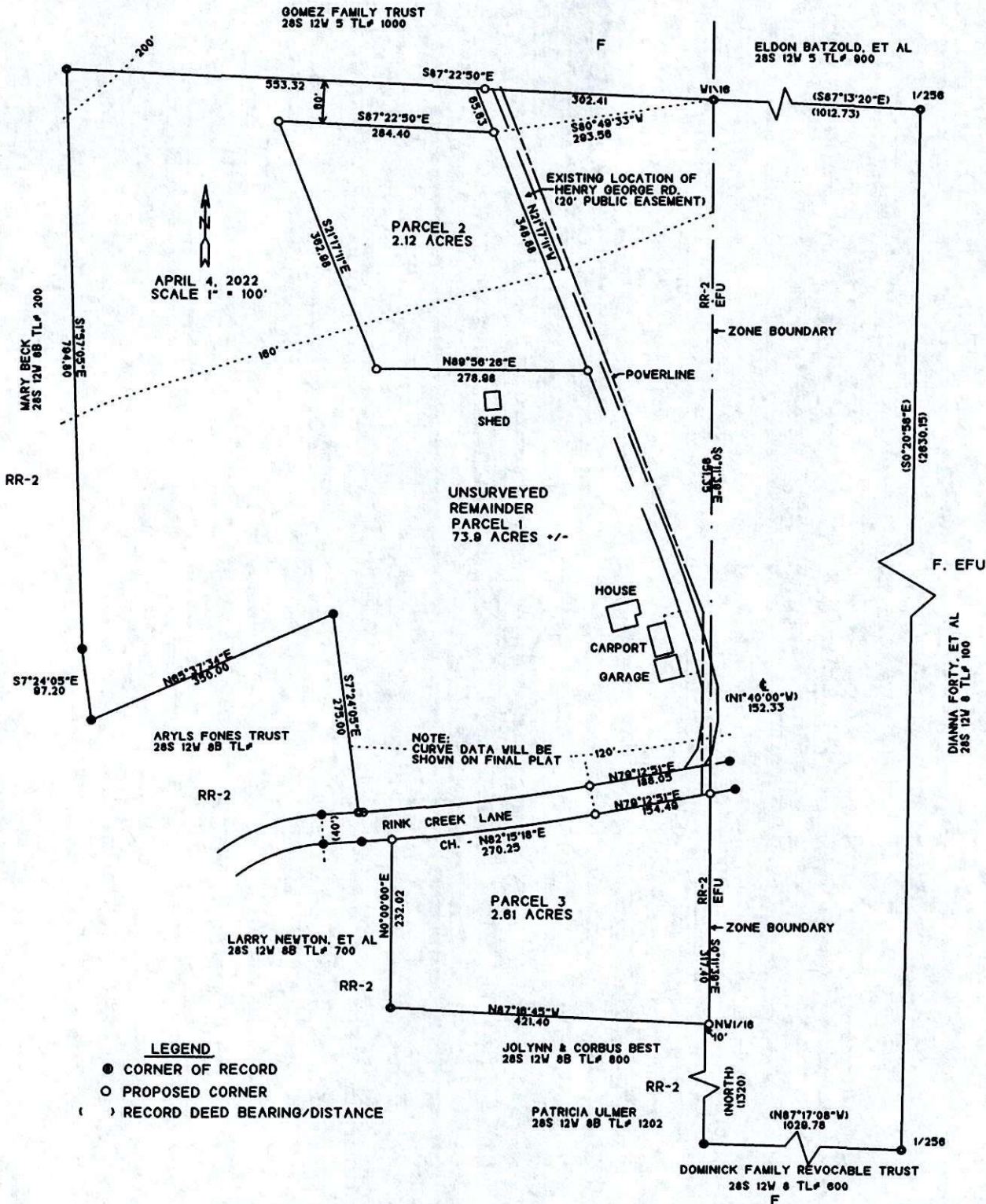
By: _____

Its: _____

TENTATIVE PARTITION
 LOCATED IN THE NW1/4 OF SECTION 8, T.28S., R.12., W.M.,
 COOS COUNTY, OREGON
 (TL# 100 - 28S 12W 8B - ACCT.# 848000 - 78.6 ACRES +/-)

PREPARED FOR:
 ARLYS FONES TRUST
 56708 HENRY GEORGE ROAD
 COQUILLE, OR 97423
 PREPARED BY:
 MULKINS & RAMBO, LLC
 P.O. BOX 809
 NORTH BEND, OR 97458

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Troy J. Rambo
 OREGON
 JULY 14, 1988
 TROY J. RAMBO
 2865
 RENEWAL 12-31-2022



LEGEND

- CORNER OF RECORD
- PROPOSED CORNER
- () RECORD DEED BEARING/DISTANCE

PROPERTY SUBJECT TO

SETBACKS - 35 FT. FROM CENTERLINE OR 5 FT. FROM THE RIGHT OF WAY, WHICHEVER IS GREATER
 BK. 117 PG. 504 & 505 - DEED OF RIGHT OF WAY - HENRY GEORGE ROAD
 BK. 135 PG. 431 - PIPELINE EASEMENT - APPLIES TO THE SW1/4 OF THE NW1/4
 BK. 135 PG. 432 - PIPELINE EASEMENT - LOCATED ON THE REMAINDER OF PROPERTY
 MR# 85-2-5227 - UNDESCRIBED POWERLINE EASEMENT
 INST.# 2000-1329 - WATERLINE EASEMENT - LEGAL DESCRIPTION HAS ERROR'S
 INST.# 2020-04843 - LINE OF CREDIT

NOTES

ZONING - RR-2 & EFU
 EXISTING LAND USE - RESIDENTIAL, RANCHING & TIMBER
 WATER - RINK CREEK WATER DISTRICT
 SEWAGE DISPOSAL - PARCEL 1 EXISTING SYSTEM
 PARCEL 2 & 3 - SEPTIC SYSTEMS - NOT PROVIDED
 POWER / PHONE - LOCATED ALONG RINK CREEK & HENRY GEORGE RD.
 TOPOGRAPHY - VARIABLE
 FIRE PROTECTION - COQUILLE RFPD

8. **Construction Standards.** Except as expressly provided by this Article, the provisions of this Ordinance and all other County Ordinances and codes shall apply to and control all design and construction of improvements within a Planned Unit Development.
9. **Perimeter Standards for Recreational Planned Unit.** When Coos County determines that topographical or other existing barriers, or the design of the Recreational Planned Unit Development, does not provide adequate screening or privacy necessary for properties adjacent to the R-PUD, Coos County shall require that:
 - a. Structures located near the perimeter of a R-PUD are designed and located so as to protect the privacy and amenity of adjacent existing uses; or
 - b. Permanent screening be established either by appropriate structure or vegetation or both, along those portions of the site boundaries requiring such screening to assure compatibility with adjacent existing or prospective land uses.

➤ **CRITERIA AND QUESTIONS**

Within an Urban Growth Boundary no lot area, yard, offstreet parking and loading area or other open space which is required by this Ordinance for one use shall be used as the required lot area, yard or other open space for another use, such as utility easements, access easements, road and street right-of-ways or septic drain fields.

Outside of the urban growth boundary no lot area, yard, offstreet parking and loading area or other open space which is required by this ordinance for one use shall be used as the required lot area, yard or other open space for another use. This does not include utility easements, private road access easements or septic drainfields; but does include all public road and street right-of-ways.

Panhandle lots or parcels shall be an acceptable method of land division. More than two contiguous panhandles (as opposed to the panhandle "lots" themselves) shall not be permitted. Where two panhandles are contiguous, the County may require easements and construction of an access road. Panhandles are also referred to flag lots.

Dimensional Standards. The property will comply with development standards set out in the applicable zoning districts.

1. Will all your parcels or lots meet the minimum lots sizes and dimensions. Describe how the lots and parcels will comply.

APPLICANTS REPLY: ALL PARCELS WILL COMPLY WITH THE RR-2 ZONING REQUIREMENTS.

2. Provide proof of an adequate supply of potable water. Water supply systems, both public and private, shall conform to the requirements of state law. Adequate water supply may be accomplished with storage tanks.

All lots shall be served from an established public or private water system or private source with the water available at each lot prior to recording the plat. The water quality shall be in accordance with the requirements of the Oregon Health Division, the Oregon Water Resources Department, and the Oregon Department of Environmental Quality.

If this is not a serial partition then the Planning Director, Planning Commission or Board of Commissioners can waive this requirement. In the case of a waiver proof needs to be provided that water could be provided in the future. Acceptable information may be well logs for the area.

When the water supply is distributed through a community system the proposed method of assuring the continued maintenance of the water system shall be provided.

If a waiver is granted the following statement shall be shown on the plat: a statement that no domestic water supply facility will be provided to the purchaser of any lot or parcel depicted in the proposed land division, even though a domestic water supply source may exist. This statement must be shown on the face of the final plat.

It is the responsibility of the applicant to deliver a copy of the statement to each prospective purchaser of a lot or parcel depicted in the land division pursuant to ORS 92.090(4)(c).

If the waiver is not being applied for then an applicant shall submit and comply with one of the following options:

- i. A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system that water will be available to the lot line of each and every lot or parcel depicted in the proposed land division;
- ii. Where the proposed source of water is by individual or community wells, proof of an adequate supply of potable water for all anticipated needs of the platted area shall be presented. Proof of an adequate supply of potable water may consist of:
 1. Test wells, must have at least one well per five lots or parcels, or, in the case of lots or parcels averaging less than two acres, one well per ten acres. The test wells shall produce at least 1,000 gallons per day for two consecutive days for each proposed single-family residential site; and
 2. A hydrology report documenting the availability of potable water by describing the average depth, yield and quality and by giving a general history of wells in the area.

- iii. Where the proposed source of water is by a spring, creek, stream, pond, lake or other natural or man-made surface water impoundment, the following information shall be provided:
 1. Certificate of the water as potable by the County Health Department, appropriate state agency or by an approved private laboratory.
 2. Whether the source will be distributed through a community water system or through individual delivery systems;
 3. Whether water rights exist to the supply and, if so, the names of persons holding such rights and amounts allotted to each;
 4. The location of the sources of water supply;
 5. The year-round or seasonal nature of the water supply;
 6. Proof of an adequate water supply for all anticipated needs of the proposed development.
- iv. Storage tanks can be used to serve individual lots or parcels if needed. The tank needs to be a minimum of 1200 gallons to serve one single family dwelling.

How will this application comply with the water requirements?

APPLICANTS REPLY: THE LANDOWNER HAS BEEN APPROVED BY THE RINK CREEK WATER DISTRICT FOR TWO ADDITIONAL METERS.

3. Sewage disposal systems, both public and private, shall conform to the requirements of state law.

Provide written evidence that an on-site septic system(s) that is intended to remain in use after final approval was authorized by an approving authority; or, if written evidence is not available, provide a septic system evaluation (prepared by a professional qualified under ORS 700) that certifies the existing system(s) to be properly functioning and meets the requirements in OAR 340-071-0000. In any case, it must be shown that the existing septic system(s) is either located entirely on the same lot containing an existing dwelling, or that proper easements are provided to allow the continued use and maintenance of the system(s).

How will this application comply with the water requirements? Please supply a site evaluation from DEQ with your application. The site evaluation is being performed by Econo Rooter.

APPLICANTS REPLY:

4. Grading and erosion. Grading shall be performed and drainage facilities installed (i.e. French drains, catch basins, etc.) as is necessary to provide proper drainage within the partitioned area. The installation of storm sewers may be required where necessary to insure proper drainage, to conform to an established or proposed drainage system or to

eliminate threat to the public health and safety. Erosion prevention. When necessary to prevent erosion all cuts and fills and other graded areas shall be protected from erosion by appropriate seeding or planting of grass shrubs, trees or other soil stabilizing vegetation. (OR 98-12-009PL)

The Roadmaster will review plans and findings. A grading and erosion plan for drainage shall be provided to address or an analysis that drainage is not required.

Have you provided a grading plan showing drainage facility? Explain in detailed how this application complies with the criteria or why the criteria does not apply.

APPLICANTS REPLY: THERE IS NO PROPOSED GRADING EXCEPT FOR THE PROPOSED DRIVEWAY AND THE PAD FOR THE PROPOSED HOMES. THE SLOPES FOR THESE AREAS ARE LESS THAN 5%.

5. Streets or roads shall conform to the improvement standards stated in Chapter VII of this Ordinance. The county may deny, approve or approve with conditions a development proposal in order to minimize impacts to and protect transportation facilities. Any application that is expected to impact the state highway system must be provided to the Oregon Department of Transportation for their review and comment regarding conformance with state access management and mobility standards. Sidewalks of an all-weather material not less than five (5) feet in width, nor more than eight (8) feet in width shall be constructed as close to the center of pedestrian and bicycle ways as practical, when required.

What road system does the property access from? Does the property have sidewalks already or pedestrian ways?

APPLICANTS REPLY: THE ACCESS FOR PROPOSED PARCEL 2 WILL BE OFF RINK CREEK LANE. THERE ARE NO SIDEWALKS. THE ACCESS FOR PROPOSED PARCEL 3 WILL BE OFF HENRY GEORGE ROAD. THERE ARE NO SIDEWALKS.

6. Hazard Zones – If this property is within a hazard or development overlay other requirements may apply. If you have Tsunami hazards signage and pathways may be required. Have you consulted with Planning Staff to understand what hazards may be applicable?

APPLICANTS REPLY: THE SUBJECT PROPERTY FALLS WITHIN THE HIGH LANDSLIDE AREA. A GEOTECHNICAL REPORT HAS BEEN ORDERED. SHN ENGINEERS & GEOLOGISTS WILL BE DOING THE INSPECTION.