

**CITY OF COOS BAY**

Public Works & Community Development Department
500 Central Avenue, Coos Bay, Oregon 97420
Phone 541-269-8918 Fax 541-269-8916

Permit No. **187-** _____ - _____

Date Received: _____

LAND USE DEVELOPMENT REVIEW APPLICATION**For Office Use Only**

STAFF CONTACT

PROJECT NO(S):

Type of Review (Please check all that apply):

- | | | |
|------------------------------------------------------|--------------------------------------------------------------|----------------------------------------|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Legislative/Text Amendment | <input type="checkbox"/> Temporary Use |
| <input type="checkbox"/> Architectural Design Review | <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Vacation |
| <input checked="" type="checkbox"/> Conditional Use | <input type="checkbox"/> Partition | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Cultural Resources | <input checked="" type="checkbox"/> Planned Unit Development | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Estuarine Use/Activities | <input checked="" type="checkbox"/> Site Plan Review | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Home Occupation | <input type="checkbox"/> Subdivision | |

Pre-Application and Appeal applications require a different application form available on the City website or at City Hall.

Site Location/Address:

Site is located south of the intersection of Ocean Blvd and
Lindy Lane. No address assigned currently.

Assessor's Map No./Tax Lot(s): 25s-13W-21c&28/ TL 900, 903, 600

Zoning: C-2, QR-3, R-3

Total Land Area: 76.61 Acres

Detailed Description of Proposal:

The project will create a new manufactured home development consisting of 450 new homesites, a community building, public parking, and storage area for residents. The owner will retain ownership of the facility and rent individual spaces. The development will utilize public water and sewer systems for service and discharge. The property has multiple small wetlands that will be delineated prior to removal with onsite remediation being provided. A 1200-C is on file for the described property. A full detail of codes required and followed for design are included within the Basis of Design Report.

Applicant/Owner Name:

(please print)

Gateway Oasis II

Phone: 602-796-1800

Address:

2800 Niagara Lane North

Email:

City State Zip:

Plymouth, MN 55447

Applicant's Representative:

(please print)

Brad Woodruff, Red Moon Development

Phone: 602-796-1800

Address:

6589 S. Kings Ranch Road #103J Box 6

Email: redmoonaz@aol.com

City State Zip:

Gold Canyon, AZ 85118

1. Provide evidence that you are the owner or purchaser of the property or have the written permission of owner(s) to make an application.
2. Copy of the deed for the subject property.
3. Address the Decision Criteria or Goals/Standards outlined in the Coos Bay Municipal Code chapter(s) related to your request.
4. Additional information: Date construction is expected to begin; estimated completion date of the total project and of individual segments; and anticipated future development.
5. Type II requires three (3) **complete hard-copy sets** (single sided) of application & submitted documents must be included with this application.
One (1) complete set of digital application materials must also be submitted electronically or on CD in Word format.
Additional copies may be required as directed by the Coos Bay Director of Community Development.
6. Type III requires **Ten (10) complete hard-copy sets** (single sided) of application & submitted documents must be included with this application.
One (1) complete set of digital application materials must also be submitted electronically or on CD in Word format.
Additional copies may be required as directed by the Coos Bay Director of Community Development.

Per City of Coos Bay Resolution 19-19, a 5% Technology Fee will be assessed on all permit and plan review fees.

The undersigned property owner(s) hereby authorizes the filing of this application, and authorizes on site review by authorized staff. I hereby agree to comply with all code requirements applicable to my application. Acceptance of this application does not infer a complete submittal. All amendments to the Coos Bay Development Code and to other regulations adopted after the application is approved shall be enforced where applicable. Approved applications and subsequent development is not vested under the provisions in place at the time of the initial application.

Applicant's signature

1/16/20

Date

Owner's signature (required)

1/16/20

Date



PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Ticor Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

A handwritten signature in black ink, appearing to be 'J. M. [unclear]', written over a horizontal line.



300 W Anderson, PO Box 1075, Coos Bay, OR 97420
(541)269-5127 FAX (866)626-5105

PRELIMINARY REPORT

ESCROW OFFICER: Denise Mateski
Denise.Mateski@ticortitle.com
541-269-5127

ORDER NO.: 360619027412

TITLE OFFICER: John Beaver
john.beaver@ticortitle.com

TO: Ticor Title Company of Oregon
300 W Anderson, PO Box 1075
Coos Bay, OR 97420

ESCROW LICENSE NO.: 850600240

OWNER/SELLER: Colin Jonathan Smith

BUYER/BORROWER: Gateway Oasis II, LLC

PROPERTY ADDRESS: 0 Lindy Lane, Coos Bay, OR 97420

EFFECTIVE DATE: May 30, 2019, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

| | <u>AMOUNT</u> | <u>PREMIUM</u> |
|------------------------------------|-----------------|----------------|
| ALTA Owner's Policy 2006 | \$ 2,175,000.00 | \$ 2,897.00 |
| Owner's Standard (Short Term Rate) | | |
| Government Lien Search | | \$ 75.00 |

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Colin Jonathan Smith, an estate in fee simple

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF COOS BAY, COUNTY OF COOS, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

PARCEL I:

That portion of the following described parcel lying West of Lindy Lane Public Roadway:

A tract of land situated in the SW 1/4 of the SW 1/4, Section 21, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at a point on the North line of said SW 1/4 of the SW 1/4 165 feet West from the Northeast corner thereof; thence West along said North line 1155 feet, more or less, to the Northwest corner of said SW 1/4 of the SW 1/4; thence South along the West line of said subdivision 1320 feet, more or less, to the Southwest corner thereof; thence East along the South line of said subdivision 1320 feet to the Southeast corner thereof; thence North on the East line of said SW 1/4 of the SW 1/4 792 feet, more or less, to a point 528 feet South from the Northeast corner of said SW 1/4 of the SW 1/4; thence West 165 feet; thence North 528 feet to the point of beginning.

EXCEPT the following described tract of land: Beginning at a point on the North line of said SW 1/4 of the SW 1/4 225 feet West from the Northeast corner thereof; thence West along said North line 550 feet; thence South 158.38 feet; thence East 550 feet; thence North 158.38 feet to the point of beginning.

ALSO EXCEPT that portion conveyed to Gurviest B. Langley, et ux by instrument recorded August 4, 1980, bearing Microfilm Reel Number 80-3-2338, Records of Coos County, Oregon.

ALSO EXCEPT any portion lying within Lindy Lane Public Roadway.

PARCEL II:

The NW 1/4 of the NW 1/4 of Section 28, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

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; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
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, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.
7. The Land has been classified as Farm/Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

Account No.: 371400

8. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
9. Any interest in any oil, gas and/or minerals, as disclosed by document

Recording Date: August 16, 1955
Recording No: Book 244 and Page 352

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

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

Recording Date: August 16, 1955
Recording No: Book 244 and page 352

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Coos Bay, Oregon and City of North Bend, Oregon, municipal corporation
Purpose: Utilities
Recording Date: January 5, 1968
Recording No: 68-01-24877

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Shore Pines Mobile Lodge, a partnership
Purpose: Sanitary sewer
Recording Date: May 25, 1983
Recording No: 83-02-3298

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Ocean Grove Development Group LLC
Purpose: Ingress, egress, utilities and maintenance
Recording Date: November 6, 2013
Recording No: 2013-10641

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Between: Shorepines Bay Village Properties, Inc., an Oregon non-profit public benefit corporation; and Ocean Grove LLC, an Oregon limited liability company
Purpose: Agreement for road and utility easement
Recording Date: March 8, 2019
Recording No: 2019-1899

15. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

16. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

17. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

18. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Gateway Oasis II, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

NOTE: Gateway Oasis II, LLC is NOT REGISTERED with the State of Oregon Corporation Commission.

19. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

ADDITIONAL REQUIREMENTS/NOTES:

- A. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- B. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Gateway Oasis II, LLC

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

| | |
|--------------|----------------|
| Fiscal Year: | 2018-2019 |
| Amount: | \$182.87 |
| Levy Code: | 0900 |
| Account No.: | 371400 |
| Map No.: | 25S13280000600 |

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

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

Fiscal Year: 2018-2019
Amount: \$8,447.61
Levy Code: 0900
Account No.: 351611
Map No.: 25S1321C000900

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

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

Fiscal Year: 2018/2019
Amount: \$14.94
Levy Code: 0900
Account No.: 351614
Map No.: T25-13-21C TL# 000902

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

- F. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Ocean Grove LLC, an Oregon Limited Liability Company
Grantee: Colin Jonathan Smith
Recording Date: May 9, 2019
Recording No: 2019-3790

- G. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

- H. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- I. Note: Effective January 1, 2008, Chapter 864, Oregon Laws 2007 mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please read the Information for Sellers flyer that accompanies this report. Unless the seller completes a form qualify him/her for a lessser amount or an exemption, escrow may be required by law to withhold 4% of the sale price and foward it to the Oregon Department of Revenue.

- J. Recording charge (per document) for a transaction:
First Page: \$86.00 Each additional page: \$5.00
eFiling Fee per document: \$5.00

NOTE: A multiple transaction document bears an additional \$5.00 charge for each additional transaction.
A document that fails to conform to certain formatting and page one requirements bears an additional \$20.00 charge.

- K. Preliminary Title Report Sent to:

Gateway Oasis II, LLC-Patrick T. Schwinghammer
Colin J. Smith
Pacific Properties -Joel Sweet and Crystal Vielmette

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

93364

NO. 282

THIS INDENTURE, Made this 15th day of August, 1955, by and between COOS COUNTY, a political subdivision of the State of Oregon, party of the first part, and Fritz C. Lindstrom and Mary Ann Lindstrom, husband and wife, the entirety of the second part,

WITNESSETH: That, Whereas, by a deed executed by the Sheriff of Coos County pursuant and in obedience to a decree of the Circuit Court of the State of Oregon, for Coos County, which suit was a suit for foreclosure of liens for delinquent taxes, there was conveyed to Coos County the real property hereinafter described; and

WHEREAS, the parties of the second part heretofore entered into an agreement for the purchase of the real property hereinafter described and have fully complied with all the terms and conditions of said contract and have fully paid the purchase price of \$1,000.00 as called for by said contract.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That Coos County, a political subdivision of the State of Oregon, pursuant to the authority in it vested and in consideration of the sum of \$1,000.00 paid to it by the parties of the second part, receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part and to their heirs and assigns forever, all its right, title, interest and claim in and to the following described real property, situated in the County of Coos and the State of Oregon, to-wit:

Southwest quarter of the Southwest quarter of Section 21, Township 25 South, Range 13, West of the Willamette Meridian, Coos County, Oregon, excepting and reserving from said property unto the county for road purposes a 60 foot in width right-of-way through said premises, the exact course thereof to be hereafter designated, and also reserving to the grantor the oil, mineral, and gas in said premises.

TO HAVE AND TO HOLD the said premises, with the appurtenances unto the said parties of the second part, their heirs and assigns forever, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed by its County Judge and Commissioners this 15th day of August, 1955, by authority of an order of said County Court heretofore entered of record.

Approved as to Form:

COOS COUNTY, a body politic and corporate of the State of Oregon.

District Attorney

By *James W. Harrison* County Judge

By *Paul A. Kruse* County Commissioner

By _____ County Commissioner



STATE OF OREGON,

County of Coos.

ss.

Vol 244 p. 353

BE IT REMEMBERED, that on this 16th day of August, 1914, before me, the undersigned County Clerk in and for said county and state, personally appeared the within named James J. Harrison the duly elected, qualified and acting County Judge of Coos County, Oregon, and Fred A. Kruse, the duly elected, qualified and acting County Commissioner of Coos County, Oregon the duly elected, qualified and acting County Commissioner of Coos County, Oregon, 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 freely and voluntarily, for and in behalf of Coos County, a body politic and corporate of the State of Oregon.

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

Georgianna Vaughan

Georgianna Vaughan



93364

DEED

Under Contract of Sale

Coos County

TO

Wm. C. Anderson

STATE OF OREGON,

County of Coos

I certify that the within instrument was received for record on the 16th day of August 1914, at 9 o'clock A.M., and recorded in book 212 on page 353. Record of Deeds of said County.

County of Coos.

WITNESS my hand and seal of

Georgianna Vaughan

County Clerk of Coos County

By *Georgianna Vaughan* Deputy

Filed for Record
At. 2 305-878
Coos Co., Oregon

1.50 pd.

68-1-24877

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that R. K. CONRAD and JANET CONRAD, husband and wife, D. J. GRANT, JR., and VIRGINIA MARIE GRANT, husband and wife, ROBERT HILLSTROM and VIRGINIA HILLSTROM, husband and wife, ROSE LOUISE HILLSTROM, a widow, JOHN E. FORRESTER and LUCIA FORRESTER, husband and wife, H. OSCAR GULOVSEN and ELIZABETH K. GULOVSEN, husband and wife, and R. C. DUNHAM and Ada J. DUNHAM, husband and wife, in consideration of Ten Dollars (\$10.00) and other valuable consideration to them in hand paid by the CITY OF COOS BAY, OREGON, and the CITY OF NORTH BEND, OREGON, municipal corporations duly organized under the laws of the State of Oregon, the receipt of which is hereby acknowledged, do hereby give, grant and convey unto the cities of Coos Bay and North Bend, Oregon, their successors and assigns forever a right of way for the purpose of laying, constructing, maintaining and repairing a water pipeline over and upon the following described real property, to-wit:

A strip of land 25 feet on each side of the following described center line:

Beginning at a point on the South boundary of said North half of the Northwest Quarter of Section 28, distant easterly thereon 725.41 feet from the Southwest Corner of said North half of the Northwest Quarter; thence North 24° 26' 40" East, a distance of 1444.14 feet, more or less, to a point on the North boundary of said Section 28, which point lies 1330.89 feet easterly thereon from the Northwest Corner thereof, all in Coos County, State of Oregon.

The grantees of the rights herein granted have the right to go upon the property hereinabove described for the purposes which shall be reasonably necessary and convenient for the purpose of laying, repairing, and maintaining of said water pipeline, together with all privileges necessary and incidental to the enjoyment of the rights herein granted.

68-1-24878

The grantors reserve the right to use said right of way and to cross the same so long as the grantors' use thereof does not in any way interfere with grantees' use of said right of way.

By the acceptance of this grant, the grantees herein agree to lay said water pipeline beneath the surface of the ground and to replace the surface of the ground or sand after the laying, maintaining, or repairing of said pipeline in as nearly the same condition as it was prior to the laying, maintaining, or repairing thereof as is reasonably possible.

By the acceptance of this grant, the grantees covenant and agree that if said pipeline shall cross any area that is now fenced that grantees will either replace said fence, or if they shall so desire, they shall have the right to gate said area, but said gate shall remain locked at all times when not in actual use for ingress or egress by one of grantees' vehicles. The lock thereon shall be of a shot proof type as is now in common use in the area where said right of way is located. No one shall be permitted the use of a key to any such lock, except a duly authorized employee of grantees.

IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals this 7th day of November, 1967.

R. K. Conrad (SEAL)
R. K. Conrad

Janet Conrad (SEAL)
Janet Conrad

D. J. Grant, Jr. (SEAL)
D. J. Grant, Jr.

Virginia Marie Grant (SEAL)
Virginia Marie Grant

Robert Hillstrom (SEAL)
Robert Hillstrom

Virginia I. Hillstrom (SEAL)
Virginia Hillstrom

Rose Hillstrom (SEAL)
Rose Hillstrom

68-1-24879

John E. Forrester (SEAL)
John E. Forrester
Lucia Forrester (SEAL)
Lucia Forrester
H. Oscar Gulovsen (SEAL)
H. Oscar Gulovsen
Elizabeth K. Gulovsen (SEAL)
Elizabeth K. Gulovsen
R. C. Dunham (SEAL)
R. C. Dunham
Edna J. Dunham (SEAL)
Edna J. Dunham

STATE OF OREGON)
County of Coos) ss:

Nov. 1, 1967.

Personally appeared the above named R. K. CONRAD and JANET CONRAD, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(Seal)

Daniel J. Grant
Notary Public for Oregon
My Commission Expires: July 16 - 68

STATE OF OREGON)
County of Coos) ss:

Nov. 1st, 1967.

Personally appeared the above named D. J. GRANT, JR., and VIRGINIA MARIE GRANT, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

STATE OF OREGON)
County of Coos) ss:

Nov. 5, 1967.

Personally appeared the above named ROBERT HILLSTROM and VIRGINIA HILLSTROM, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(Seal)

Daniel J. Grant
Notary Public for Oregon
My Commission Expires: July 16 - 68

Easement - 3.

68-1-24880

STATE OF OREGON)
County of Coos) ss:

November 1, 1967.

Personally appeared the above named ROSE LOUISE HILLSTROM, a widow, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:



Virginia B. Sweatt
Notary Public for Oregon
My Commission Expires: May 13, 1969

STATE OF OREGON)
County of Coos) ss:

OCTOBER 31, 1967.

Personally appeared the above named JOHN E. FORRESTER and LUCIA FORRESTER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

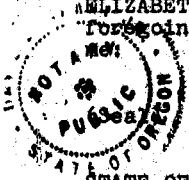


Virginia B. Sweatt
Notary Public for Oregon
My Commission Expires: May 13, 1969

STATE OF OREGON)
County of Coos) ss:

Nov 5, 1967.

Personally appeared the above named H. OSCAR GULOVSEN and ELIZABETH K. GULOVSEN, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



David J. Chant
Notary Public for Oregon
My Commission Expires: July 10-68

STATE OF OREGON)
County of Multnomah) ss:

November 7, 1967.

Personally appeared the above named R. C. DUNHAM and Ada J. DUNHAM, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



R. C. Dunham
Notary Public for Oregon
My Commission Expires: 12/11/67

Easement - 4.

RECORDED JAN 31 1968 11:44 AM
FAY F. CRABTREE, COUNTY CLERK

SANITARY SEWER EASEMENT

83 2 3298

THIS AGREEMENT made and entered into this 12th day of April, 1983, by and between JERALD R. HUMBERT and EARL HEMPSTEAD as "Grantors" and SHORE PINES MOBILE LODGE, a partnership, as "Grantee".

WITNESSETH

WHEREAS the Grantors are the owner of real property described hereinafter; and

WHEREAS Grantors and Grantee desire to enter into a sanitary sewer easement agreement; and

WHEREAS Grantors have the unrestricted right to grant the easement hereinafter described relative to said real estate.

NOW, THEREFORE, in view of the premises and in consideration of ONE DOLLAR (\$1.00) by Grantee paid to Grantors and other valuable considerations, the receipt of all of which are hereby acknowledged by Grantors, the parties agree as follows:

1. Grantors hereby agree to convey to Grantee a permanent non-exclusive easement twenty feet in width, being ten feet on either side of the centerline hereinafter described, for the purpose of surveying, clearing, grading, trenching, laying, constructing, inspecting, maintaining, servicing, repairing and replacing a sewer line for Grantee.

2. Said Easement is described as follows:

A portion of the Southwest quarter of the Southwest quarter of Section 21, Township 25 South, Range 13 West, Willamette Meridian, Coos County, Oregon, the centerline of which is more fully described as follows:

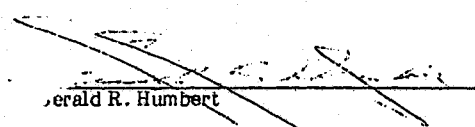
Beginning at the Southeast corner of property conveyed to Gurviest B. and Marjory A. Langley as recorded in Recorder's Number 80-3-2338 Deed Records, Coos County, Oregon, said point of beginning being further described as follows, beginning at a point on the North line of the Southwest quarter of the Southwest quarter of Section 21, Township 25 South, Range 13 West, W.M., Coos County, Oregon, said point being 225.00 feet Westerly from the Northeast corner of the said Southwest quarter of the Southwest quarter section; thence, South a distance of 258.38 feet to the point of beginning as described as being the Southeast corner of the before mentioned Langley tract; said point also lying on the West line of Lindy Lane; thence, along the West line of Lindy Lane, South a distance of 112.00 feet to the true point of beginning of the following described easement; thence, West parallel with the South line of the said Langley property a distance of 1010.00 feet; thence, Northwesterly a distance of 130.00 feet, more or less, to a point on the West line of the said Southwest quarter of the Southwest quarter, said point being located South a distance of 260.00 feet from the Northwest corner of the said Southwest quarter of the Southwest quarter.

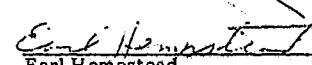
Said description is set forth on a location map marked as Exhibit "A", attached hereto and incorporated herein by this reference.

83 2 3299

3. Grantee, in further consideration of said easement agreement, hereby agrees to install laterals in accordance with a Master Plan prepared by Edward W. Riley, (Plan No. 1361-A-79).
4. Grantors reserve the right to use the surface of the land for walkways, driveways, landscaping, planting and related uses.
5. Grantors reserve the right to use the sewer line in accordance with the Master Plan referred to hereinabove.
6. Grantee hereby agrees to hold and save Grantors harmless from any and all claims of third parties arising from Grantee's use of the rights herein granted.
7. The easement described above shall be perpetual, non-exclusive and permanent subject, however, to the conditions and restrictions as set forth in this agreement.
8. The parties hereto acknowledge and agree that the sewer line shall be, insofar as location, width and length, in compliance with the terms as set forth in the Master Plan prepared by Edward W. Riley (No. 1361-A-79).
9. Any maintenance and/or repairs required by said sewer upon the property hereinabove described shall be shared equally between Grantors and Grantee.
10. Grantee further agrees to provide to Grantors, five eight-inch stubs at each manhole in accordance with the Master Plan as hereinabove referred to.
11. Grantee shall have all rights of ingress and egress to and from the above described real property necessary for Grantee's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.
12. Except as to the rights herein granted, Grantors shall have the full use and control of the above described real estate.

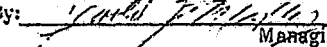
GRANTORS:


Gerald R. Humbert


Earl Hempstead

GRANTEE:

SHORE PINES MOBILE LODGE,

By: 
Managing Agent

STATE OF OREGON)

County of Coos)

ss.

83 2 3300

Personally appeared the above-named JERALD R. HUMBERT and EARL HEMPSTEAD and acknowledged the foregoing instrument to be their voluntary act and deed. Before me this 11 day of April, 1983.



Janice I. Crane
Notary Public for Oregon
My Commission Expires: 3-22-84

STATE OF OREGON)

County of Coos)

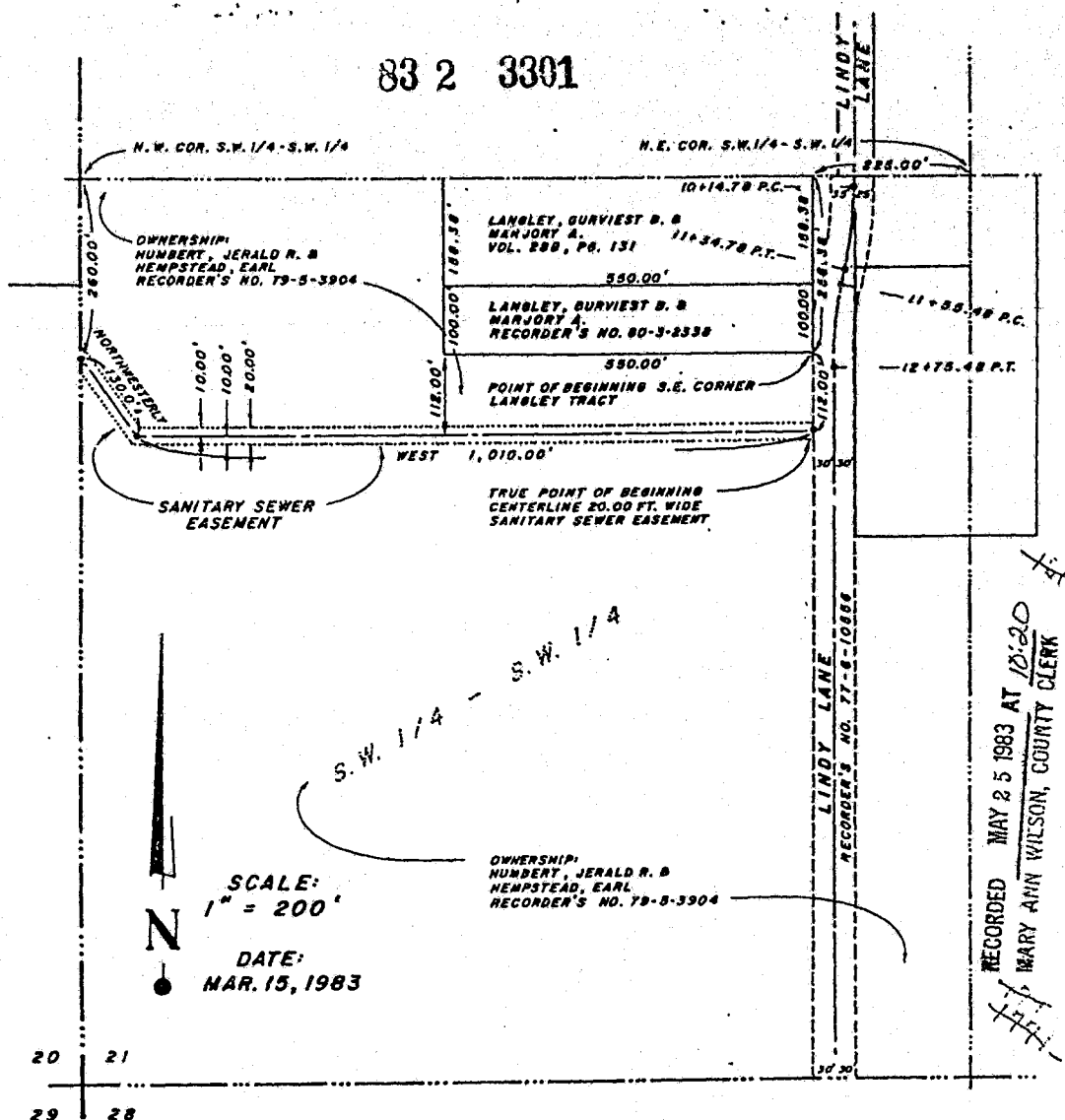
ss.

Personally appeared the above-named Gerald J. Morley, a partner in SHORE PINES MOBILE LODGE, a partnership, and acknowledged the foregoing instrument to be his voluntary act and deed on behalf of said partnership. Before me this 12th day of April, 1983.



Janice I. Crane
Notary Public for Oregon
My Commission Expires: 3/22/84

83 2 3301



RECORDED MAY 25 1983 AT 10:20
MARY ANN WILSON, COUNTY CLERK

LOCATION MAP FOR SANITARY SEWER EASEMENT

LOCATED IN THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 21, TOWNSHIP 25 SOUTH, RANGE 13 WEST, W.M., COOS COUNTY, OREGON.



ENGINEERS & PLANNERS
375 PARK AVE / COOS BAY OR 97420
300 ELLSWORTH ST. / ALBANY OR 97321
19 N W FIFTH ST / PORTLAND OR 97209

FOR: SHORE PINES MOBILE LODGE
RE: H.G.E., INC. PROJECT NO. 3089

EXHIBIT "A"

After recording return to:

13-068

OCEAN GROVE DEV. GRP. LLC

1801 Hwy 99 NORTH STE #4

ASHLAND, OR 97520

RECORDED BY
FIRST AMERICAN TITLE

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (hereinafter "this Declaration") is made and entered into effective this 12 day of September, 2013, by KNIFE RIVER CORPORATION (hereinafter referred to as "Grantor") and OCEAN GROVE DEVELOPMENT GROUP LLC (hereinafter referred to as "Developer").

RECITALS:

A. Grantor is the owner of that certain real property identified in the records of Coos County, Oregon as Map # 25S1321-DC-03600 in Coos Bay, Coos County, Oregon (hereinafter, "the Grantor Property"). The Grantor Property is legally described on attached Exhibit "A", which is hereby incorporated by reference.

B. Developer owns or is under contract to purchase that certain real property identified in the records of Coos County, Oregon as Map #s 25S1321-C0-00900, 25S1321-C0-00902, 25S1328-00-00600, 25S13W21-C0-00903, and 25S13W21-C0-00700 in Coos Bay, Coos County, Oregon (hereinafter "the Developer Property"). The Developer Property is legally described on attached Exhibit "B", which is hereby incorporated by reference.

C. Developer has proposed the development of a subdivision on the Developer Property and, as part of such development, desires to secure access to the Developer Property by means of an easement for ingress and egress across the Grantor Property and for the benefit of Developer and Developer's successors in interest, the purchasers of lots and parcels in the subdivision.

NOW, THEREFORE, in consideration of the premises and the covenants set forth herein and in the separate Easement Agreement executed by the parties contemporaneously herewith, the terms of which are hereby incorporated by reference, the parties hereby agree as follows:

AGREEMENT:

1. Grant of Access Easement For Ingress and Egress. Grantor hereby establishes and grants to Developer a non-exclusive perpetual access easement sixty feet (60) in width over and across Grantor's Property and situated as set forth on attached Exhibit "C", which is hereby incorporated by reference ("the Access Easement"), to provide unobstructed vehicular and pedestrian ingress and egress upon and to the Developer Property and each of the lots and parcels within the subdivision located or to be located on the Developer Property. The property lying within the scope of the Access Easement is referred to herein as "the Easement Area". The Easement Area shall be kept open and unobstructed at all times and, except as otherwise provided herein, neither Grantor nor Developer shall construct, or permit the construction of, any structures or improvements within the Easement Area, or block or barricade the Access Easement, or take any other action that may materially interfere with the use and enjoyment of the Access Easement. The Access Easement shall be for the benefit of, but not restricted solely to, the owners of lots within the subdivision located on the Developer's Property, but it is not intended nor shall it be construed as creating any rights in or for the benefit of the general public unless and until such time as the Access Easement may be dedicated

to the City of Coos Bay, Oregon by Grantor.

2. Grant of Other Easements. Grantor does further establish and grant perpetual non-exclusive easements on, over and through the Easement Area for the following, subject in all cases to the covenants and conditions contained herein:

2.1 An easement for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future stormwater management facilities, storm drainage lines, sewer lines, or other drainage structures, including but not limited to building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through and across the said Easement Area.

2.2 An easement for the purpose of installing landscaping and appropriate signage and lighting within the Easement Area. Developer shall have the right, in its sole discretion, to plant trees, shrubbery and other vegetation and to otherwise engage in landscaping within the Easement Area, and to install appropriate signs and lighting fixtures (including but not limited to underground wires, conduits, cables, ground connections, and transformers) within the Easement Area in connection with the development of Developer's property, all of which landscaping, signs and lighting fixtures shall remain the property of Developer, its successors and assigns after installation.

3. Construction; Maintenance and Repair.

3.1 Developer shall be responsible for the cost of all grading, paving and other construction necessary in connection with the access road and pedestrian sidewalks to be built within the Easement Area, as well as for the installation of any stormwater or sewer management facilities, landscaping, signs and lighting fixtures, and agrees to hold Grantor free and harmless from any such costs.

3.2 Developer shall also be responsible for any and all expenses incurred or necessary to repair, maintain and/or improve the easements granted herein.

3.3 All construction undertaken by Developer within the Easement Area will be performed in a workmanlike manner and in compliance with applicable laws and building codes. Developer shall pay as due all claims for work done on and for services rendered or material furnished in connection with any such construction undertaken by Developer within the Easement Area and shall keep the Easement Area and all other Developer Property free from any construction liens.

3.4 In addition to the easements granted in Sections 1 and 2 of this Declaration, Grantor hereby grants and establishes temporary easements for the installation of improvements and for incidental encroachments upon the Grantor Property which may occur as a result of any construction work performed in the maintenance, repair and improvement of the easements granted herein, so long as such encroachments are kept within the reasonable requirements of construction work which is expeditiously pursued, and so long as customary insurance is maintained, protecting Developer from the risks involved.

4. Insurance. Developer shall name Grantor as an additional insured on Developer's existing liability insurance policy, protecting Grantor from liability that may arise as a result of

Developer's use of the easements granted herein, other than any liability that may be caused by any negligence or willful conduct of Grantor.

5. Easements Run With the Land. Each of the easements granted herein shall benefit and burden the Developer Property and the Grantor Property respectively, and all such easements, covenants, rights, benefits, obligations and liabilities created in this Declaration shall be deemed covenants and easements running with and binding upon the land as appurtenances to the dominant estates.

6. Miscellaneous.

6.1 This Declaration may be amended, modified or terminated, in whole or in part, only by a written document executed and acknowledged by the owners of the Grantor Property and the Developer Property and duly recorded in the Official Records of Coos County, Oregon.

6.2 This Declaration shall be binding upon and inure to the benefit of the Grantor, the Developer, and their respective personal or legal representatives, successors and assigns, and shall constitute covenants that run with the land.

6.3 This Declaration shall be governed by the laws of the State of Oregon.

6.4 If any term or provision of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration shall not be affected thereby, and each and every other term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

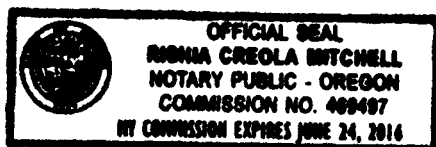
Rickard E. Schum
Date

9/12/2013
Date

STATE OF OREGON)
) ss.
County of Jackson)

This instrument was acknowledged before me on this 11th day of September, 2013,
by Rishia Mitchell.

Before me:



R. L. Turi
Notary Public for Oregon
My commission expires: 6/24/16

Ocean Grove Development Group, LLC, by:

 CEO

November 5, 2013

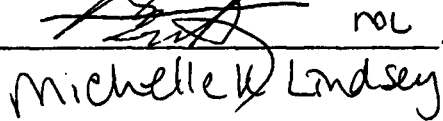
Date

STATE OF OREGON)

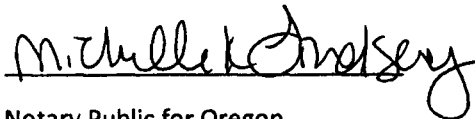
County of Coos) ss.
~~Jackson~~

This instrument was acknowledged before me on this 5 day of Nov., 2013,

by

 nol
Michelle K. Lindsey

Before me:



Notary Public for Oregon

My commission expires on: July 18, 2014



Exhibit "A"

Lot: 2551321-DC-83488

PARCEL I:

A parcel of land lying in the Southwest quarter of the Southeast quarter of Section 21, Township 25 South, Range 13 West, of the Willamette Meridian, Coos County, Oregon, described as follows:

Beginning at a point on the South line of the Southwest quarter of the Southeast quarter of said Section 21, which point is 473.3 feet East of the Southwest corner of said Southwest quarter of the Southeast quarter; thence West along said South line a distance of 68.15 feet to a point; thence continuing West along said South line a distance of 68.3 feet to a point, said point being the Southeast corner of that parcel conveyed to Occamway Enterprises, Inc. by deed recorded March 23, 1973 as No. 73-3-83445; thence North a distance of 220 feet, more or less, to the South line of Ocean Boulevard; thence East along said South line of Ocean Boulevard to a point North of the point of beginning; thence South to the point of beginning.

EXCEPTING THEREFROM any portion included in that certain deed to the State Highway Department recorded April 23, 1972 as No. 72-4-76973.

PARCEL II:

Beginning at the quarter section corner between Section 21 and 28, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North along the quarter section line 697 feet, more or less, to the South boundary of the County road now Ocean Boulevard; thence East along South side of said road 480 feet, more or less, to the West boundary of property described in Microfilm Roll No. 68-12-34977, Records of Coos County; thence South along said West Boundary 272 feet, more or less, to the Section line; thence West along said Section line 337.3 feet, more or less, to the point of beginning.

EXCEPT:

That portion conveyed to State of Oregon, by and through its State Highway Commission, including the terms and provisions thereof, by deed recorded July 9, 1971, bearing Microfilm Roll No. 71-7-60884 Records of Coos County, Oregon.

ALSO SAVE & EXCEPT:

That portion conveyed to The State of Oregon, by and through its Department of Transportation, Highway Division by Deed Recorded December 14, 1983, Microfilm No. 83-5-05479, Records of Coos County, Oregon.

Exhibit "B"

Pg. 1 of 3

Lots: 25S1321-CO-00900, 25S1321-CO-00902, 25S1328-00-00600

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

PARCEL I:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING WEST OF LINDY LANE PUBLIC ROADWAY:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 21, TOWNSHIP 25 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 165 FEET WEST FROM THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG SAID NORTH LINE 1155 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION 1320 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 1320 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 792 FEET, MORE OR LESS, TO A POINT 528 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE WEST 165 FEET; THENCE NORTH 528 FEET TO THE POINT OF BEGINNING. EXCEPTING MINERALS AS CONTAINED IN INSTRUMENT RECORDED AUGUST 16, 1955 IN BOOK 244, PAGE 352, DEED RECORDS OF COOS COUNTY, OREGON.

EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 255 FEET WEST FROM THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG SAID NORTH LINE 550 FEET; THENCE SOUTH 158.38 FEET; THENCE EAST 550 FEET; THENCE NORTH 158.38 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION CONVEYED TO GURVIEST B. LANGLEY, ET UX BY INSTRUMENT RECORDED AUGUST 04, 1980 AS MICROFILM NO. 80-3-2338, RECORDS OF COOS COUNTY, OREGON.

ALSO EXCEPT ANY PORTION LYING WITHIN LINDY LANE PUBLIC ROADWAY.

PARCEL II:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 25 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

Tax Parcel Number: 3714.00 and 3516.14 and 3516.11

Exhibit "B"

Pg. 2 of 3

Lot: 25S13W21-C0-00903

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

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING EAST OF LINDY LANE PUBLIC ROADWAY:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 21, TOWNSHIP 25 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 165 FEET WEST FROM THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG SAID NORTH LINE 1155 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION 1320 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 1320 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 792 FEET, MORE OR LESS, TO A POINT 528 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE WEST 165 FEET; THENCE NORTH 528 FEET TO THE POINT OF BEGINNING. EXCEPTING MINERALS AS CONTAINED IN INSTRUMENT RECORDED AUGUST 16, 1955 IN BOOK 244, PAGE 352, DEED RECORDS OF COOS COUNTY, OREGON.

EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 255 FEET WEST FROM THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG SAID NORTH LINE 550 FEET; THENCE SOUTH 158.38 FEET; THENCE EAST 550 FEET; THENCE NORTH 158.38 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION CONVEYED TO GURVIEST B. LANGLEY, ET UX BY INSTRUMENT RECORDED AUGUST 04, 1980 AS MICROFILM NO. 80-3-2338, RECORDS OF COOS COUNTY, OREGON.

ALSO EXCEPT ANY PORTION LYING WITHIN LINDY LANE PUBLIC ROADWAY.

Exhibit "B"

Pg. 3 of 3

Lots: 25S13W21-C0-00700

Parcel 1:

Beginning at the intersection of the Southerly boundary of Ocean Boulevard with the East boundary of the SE 1/4 of the SW 1/4 of Section 21, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence South 440 feet along said East boundary to the Southeast corner of said SE 1/4 of the SW 1/4; thence West along the South boundary of said SE 1/4 of the SW 1/4 1320 feet to the Southwest corner of said quarter quarter; thence North 1320 feet to the Northwest corner of quarter quarter; thence East 567 feet to the Easterly boundary of said Ocean Boulevard; thence Southeasterly along said Ocean Boulevard to the point of beginning.

EXCEPTING THEREFROM that portion taken in Circuit Court Case # 31745, State of Oregon, by and through its State Highway Commission vs. John H. Bastrich and Margaret A. Bastrich, husband and wife; Maurice Morgan and Mary Morgan doing business as Morgan Bros.; and the City of Coos Bay, a municipal corporation.

ALSO EXCEPTING THEREFROM that portion conveyed to Hanover Bay Inc., an Illinois corporation in instrument recorded June 20, 1977, bearing Microfilm Reel No. 77-06-9708, Records of Coos County, Oregon.

PARCEL II:

Beginning at a point 132 feet South of the Northeast corner of the SW 1/4 of the SW 1/4 of Section 21, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence South 396 feet; thence West 165 feet; thence North 396 feet; thence East 165 feet to the point of beginning, being a portion of the SW 1/4 of the SW 1/4 of Section 21, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon. -----

Exhibit C
(p1 of 2)

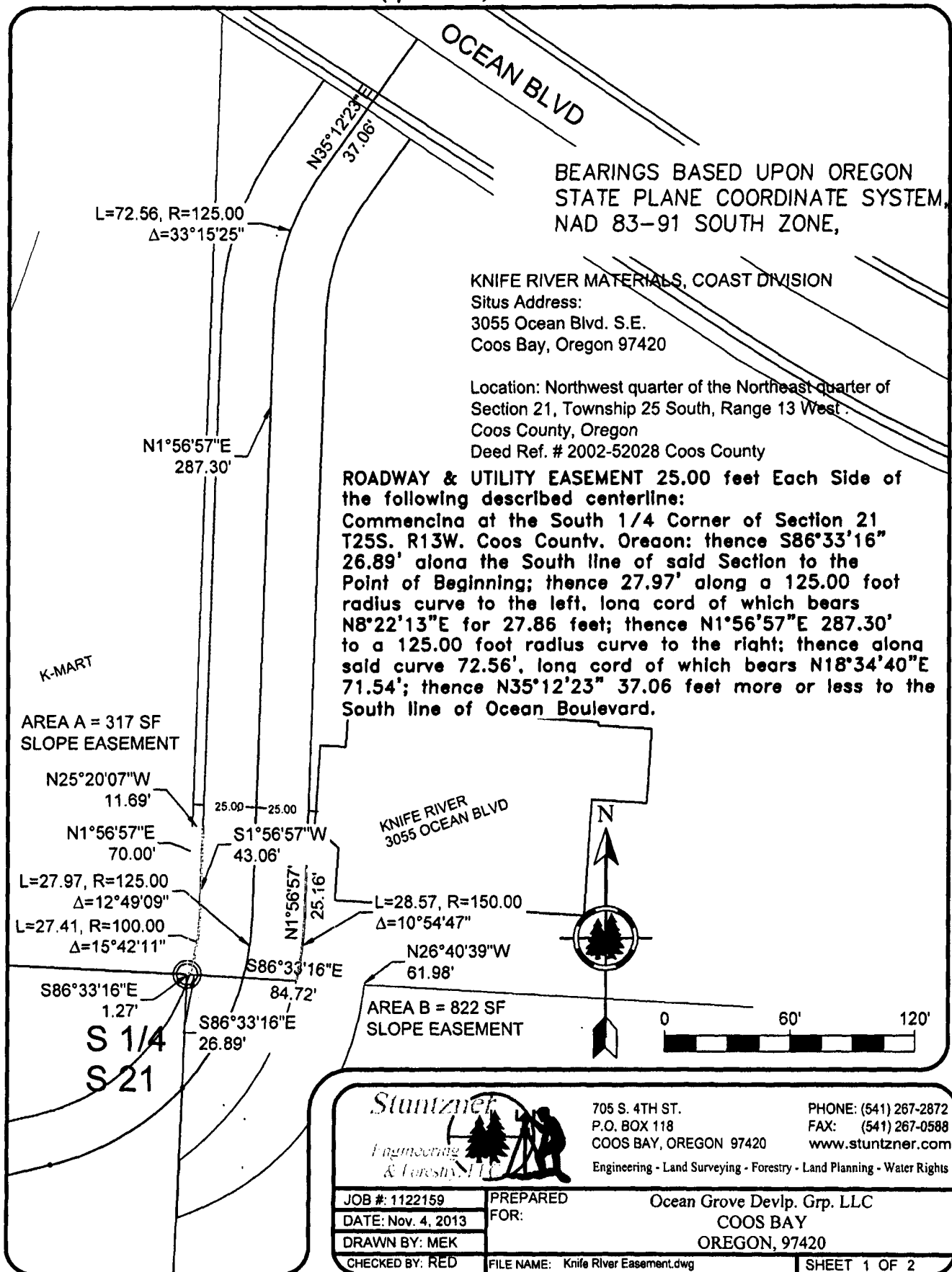


Exhibit C
(p 2 of 2)

OCEAN BLVD

BEARINGS BASED UPON OREGON
STATE PLANE COORDINATE SYSTEM,
NAD 83-91 SOUTH ZONE,

SLOPE EASEMENT A, DESCRIBED AS FOLLOWS:

Beginning at the South 1/4 Corner of Section 21
T25S, R13W, Coos County, Oregon; thence S86°33'16"
1.27 Feet; thence 27.41 feet along a 100 foot radius
curve to the left, long cord of which bears N9°48'03"E
27.32 feet; thence North 1°56'57"E 43.06 feet; thence
N25°20'07"W 11.69 feet more or less to the north -
south centerline of said section 21; thence
S1°56'57"W along said centerline 70.00 feet to the point of
beginning.

SLOPE EASEMENT B, DESCRIBED AS FOLLOWS:

Commencing at the South 1/4 Corner of Section 21, T25S,
R13W, Coos County Oregon; thence S86°33'16"E along the
south line of said section 84.72 feet to the point of
beginning; thence N26°40'39"W 61.98 feet; thence
S1°56'57"W, 25.16 feet to a 150.00 foot radius curve to
the right; thence along said curve 28.57 feet, long cord
of which bears S7°24'21"W, 28.53 feet to the south line
of section 21; thence S86°33'16" 32.42 feet to the point
of beginning.

K-MART

AREA A = 317 SF
SLOPE EASEMENT

N25°20'07"W

11.69'

N1°56'57"E

70.00'

L=27.97, R=125.00

Δ=12°49'09"

L=27.41, R=100.00

Δ=15°42'11"

S86°33'16"E

1.27'

S 1/4
S 21

25.00' 25.00'

S1°56'57"W

43.06'

N1°56'57"

25.16'

S86°33'16"E

84.72'

S86°33'16"E

26.89'

KNIFE RIVER
3055 OCEAN BLVD

L=28.57, R=150.00

Δ=10°54'47"

N26°40'39"W

61.98'

AREA B = 822 SF
SLOPE EASEMENT



Stuntzner

Engineering
& Forestry, LLC



705 S. 4TH ST.

P.O. BOX 118

COOS BAY, OREGON 97420

Engineering - Land Surveying - Forestry - Land Planning - Water Rights

PHONE: (541) 267-2872

FAX: (541) 267-0588

www.stuntzner.com

JOB #: 1122159

DATE: Nov. 4, 2013

DRAWN BY: MEK

CHECKED BY: RED

PREPARED

FOR:

Ocean Grove Devlp. Grp. LLC

COOS BAY

OREGON, 97420

FILE NAME: Knife River Easement.dwg

SHEET 2 OF 2

COOS COUNTY CLERK, OREGON
TERRI L. TURI, COOS COUNTY CLERK
TOTAL \$86.00

11/06/2013 01:45:33PM
PAGE 10 OF 10

2013 10641

AFTER RECORDING
RETURN TO
Ticor Title Company
300 West Anderson Ave. - Box 1075
Coos Bay, OR 97420-0233

| | |
|---------------------------------------------|------------------------|
| COOS COUNTY, OREGON | 2019-01899 |
| \$116.00 | 03/08/2019 09:19:00 AM |
| DEBBIE HELLER, CCC, COOS COUNTY CLERK Pgs=7 | |

After recording return to:

Ocean Grove LLC
3140 Juanipero
#201
Malford Oregon
97504

ROAD AND UTILITY EASEMENT

THIS AGREEMENT made and entered into the 4th day of MARCH, 2019, by and between SHOREPINES BAY VILLAGE PROPERTIES, INC., an Oregon non-profit public benefit corporation with members, as "Grantor", and OCEAN GROVE, LLC, an Oregon limited liability company, as "Grantee".

WITNESSETH

WHEREAS the Grantor is the owner of the real property described in EXHIBIT "A", attached hereto; and

WHEREAS the Grantee is the owner of the real property described in EXHIBIT "B", attached hereto; and

WHEREAS Grantor and Grantee desire to enter into a road and utility easement agreement over and across that portion of Grantor's real property described in EXHIBIT "C", attached hereto; and

WHEREAS Grantor has the unrestricted right to grant the easement hereinafter described;

NOW, THEREFORE, in view of the premises and in consideration of \$100,000.00 paid by Grantee to Grantor and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Grantor, the parties agree as follows:

1. Grantor hereby conveys to Grantee a perpetual easement for the purpose of surveying, clearing, grading, trenching, laying, constructing, inspecting, maintaining, servicing, repairing and replacing a underground sewer, water, electrical, natural gas, telephone, and cable television lines and ingress and egress as is reasonably necessary for such purposes and an emergency access road to and from Grantee's real property. The location of the easement is depicted on the map, attached hereto as EXHIBIT "D". This easement is non-exclusive; Grantor retains the right to use the real property encumbered by the easement.
2. The emergency use of the easement shall be limited to: a) use by police, ambulance and fire protection vehicles and personnel; and b) use by occupants of Grantor's real property in the event of emergencies that pose a significant danger to life and health. The easement road shall not be open to the general public, and signs shall be posted at the ends of the easement road stating such limitation.
3. Grantee shall improve the road within the easement to standards required by the City of Coos Bay. The road surface of the easement may be paved or rocked. Grantee shall install gates on

both ends of the easement road. Grantee, or its successors, shall perform all maintenance and repairs to the easement.

4. At the time Grantee constructs the easement road and install utilities in the easement, Grantee shall install a 6' high cyclone fence along the common boundary between Grantor's real property and Grantee's real property.
5. Grantee agrees to defend, indemnify and hold Grantor harmless from and against any and all losses, claims, demands, or other liabilities whatsoever arising out of Grantee's use of easements granted herein and the use thereof by Grantee's invitees, guests, agents and employees.
6. The easements herein described shall run with the land and shall inure to the benefit of and be binding upon all parties having any right, title, or interest in the real properties described herein and their successors, grantees and assigns.
7. This easement may be amended only in writing and with the execution of such document by Grantor and Grantee, or their respective successors in interest.
8. Each Person who signs this Agreement represents and warrants that he/she is an authorized agent for the entity on behalf of whom such signature is made and that he/she has actual authority to bind the such entity to each and every term, condition, and obligation of this Agreement.

GRANTOR:

Marcella Hall

ShorePines Bay Village Properties, Inc.
Marcella Hall, President

Grantee:

Lara Schleining
Ocean Grove LLC
Lara Schleining, Member

STATE OF OREGON)
) ss.
COUNTY OF COOS)

MARCH 4, 2019

Personally appeared MARCELLA HALL the President of SHOREPINES BAY VILLAGE PROPERTIES, INC., and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and she acknowledged said instrument to be its voluntary act and deed.

Before me:

Leslie Anne Terry
Notary Public for Oregon



STATE OF OREGON)
 Colos) ss.
COUNTY OF JACKSON)

3-8-19

, 2019

(Signature)

Personally appeared LARA SCHLEINING the Member of OCEAN GROVE, LLC, INC., and that said instrument was signed and sealed in behalf of said company, and she acknowledged said instrument to be its voluntary act and deed.

Before me:

(Signature)

Notary Public for Oregon

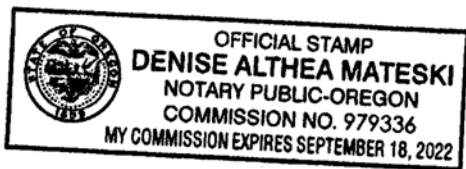


EXHIBIT "A"

Parcel I

The following parcel of property being a portion of Government Lot 2 and Government Lot 3 in the Southeast quarter of Section 20, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, described as follows:

Beginning at the Southeast corner of Section 20. Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence along the South line of said Section 20, South 89° 11' 26" West a distance of 831.20 feet; thence North 1° 12' 48" West a distance of 375.00 feet; thence North 19° 38' 13" West a distance of 666.80 feet; thence South 89° 28' 00" West a distance of 721.25 feet; thence South 1° 19' 28" East a distance of 1009.63 feet to the said South line of Section 20; thence along the said South line South 89° 11' 26" West a distance of 881.20 feet to the Southwest corner of Government Lot 3 of said Section 20; thence along the West line of said Government Lot 3, North 1° 25' 45" West a distance of 1183.92 feet to the Northwest corner of said Government Lot 3; thence along the North line of said Government Lot 3, North 89° 28' 00" East a distance of 2,649.02 feet to the Northeast corner of Government Lot 2 of said Section 20; thence along the East line of said Government Lot 2 South 1° 06' 49" East a distance of 1,171.11 feet to the point of beginning.

EXCEPTING, that portion which lies within the external boundaries of Terra Mar West, Coos County, Oregon.

Account No. 3484.01

Map 25-13-20D

TL 1401

EXHIBIT B
Legal Description

PARCEL I:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING WEST OF LINDY LANE PUBLIC ROADWAY:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 21, TOWNSHIP 28 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 165 FEET WEST FROM THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG SAID NORTH LINE 1165 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION 1320 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 1320 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 782 FEET, MORE OR LESS, TO A POINT 528 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE WEST 165 FEET; THENCE NORTH 528 FEET TO THE POINT OF BEGINNING, EXCEPTING MINERALS AS CONTAINED IN INSTRUMENT RECORDED AUGUST 16, 1965 IN BOOK 244, PAGE 362, DEED RECORDS OF COOS COUNTY, OREGON.

EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 265 FEET WEST FROM THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG SAID NORTH LINE 580 FEET; THENCE SOUTH 158.38 FEET; THENCE EAST 550 FEET; THENCE NORTH 158.38 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION CONVEYED TO GURVIEST B. LANGLEY, ET UX BY INSTRUMENT RECORDED AUGUST 04, 1980 AS MICROFILM NO. 80-3-2338, RECORDS OF COOS COUNTY, OREGON.

ALSO EXCEPT ANY PORTION LYING WITHIN LINDY LANE PUBLIC ROADWAY.

PARCEL II:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

Tax Parcel Numbers: 3714.00 and 3516.14 and 3516.11

EXHIBIT "C"

**AN EASEMENT FOR UTILITIES AND EMERGENCY INGRESS
AND EGRESS**

Commencing at the South Sixteenth corner common to Section 20 and 21,
Township 25 South, Range 13 West of the Willamette Meridian, Coos County,
Oregon, Thence along the East line of said Section 20, South 02°30'35" West
202.66 feet to the TRUE POINT OF BEGINNING starting with a 80 foot wide
easement lying 40 feet each side of the following described centerline;
Thence North 86°54'58" West 12.88 feet to a 150 foot radius curve to the left;
Thence along said curve for a distance of 47.44 feet, the long chord of which bears
South 84°01'24" West 47.24 feet;
Thence South 74°57'46" West 116.75 feet to a 150 foot radius curve to the right, at
this point the width reduces to a 30 foot wide easement lying 15 feet each side of
the following described centerline;
Thence along said curve for a distance of 47.44 feet, the long chord of which bears
South 84°01'24" West 47.24 feet;
Thence North 86°54'58" West 915.87 feet to a 150 foot radius curve to the left;
Thence along said curve for a distance of 47.44 feet, the long chord of which bears
South 84°01'24" West 47.24 feet;
Thence South 74°57'46" West 80.62 feet to a 150 foot radius curve to the right;
Thence long said curve for a distance of 47.30 feet, the long chord of which bears
South 83°59'49" West 47.11 feet;
Thence North 86°58'08" West 6.15 feet to a 5/8" iron rod at the easterly centerline
terminus of Fulton Avenue.

As shown in Exhibit -C: Proposed Emergency Access & Utility Easement.

EXHIBIT - C

$\lambda^{\circ} = 75^{\circ} 22' 34''$
 $\lambda^{\circ} = 150^{\circ} 8' 51''$

