



Coos County Land Use Permit Application

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

→ DR-20-087

FILE NUMBER: ACU-20-019

Date Received: 8/10/20 Receipt #: 220824 Received by: JMB

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) Jacob and Sharaya Summers

Mailing address: 932 Mira Mar Ave. Medford OR, 97504

Phone: 541-941-8578

Email: SharayaMikael@gmail.com

Township: 23S Range: 12W Section: 9 ¼ Section: Select 1/16 Section: Select Tax lots: 1200

Select Select Select Select Select

Tax Account Number(s): 743800, 7438001

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

Tax Account Number(s) 7438100

Please Select

B. Applicant(s) Jacob and Sharaya Summers

Mailing address: 932 Mira Mar Ave. Medford OR, 97504

Phone: 541-941-8578

C. Consultant or Agent: N/A

Mailing Address N/A

Phone #: N/A

Email: N/A

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: On-Site (Well or Spring)

Sewage Disposal Type: On-Site Septic

School District: North Bend

Fire District: Lakeside RFPD

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.

To Coos County Planning Department and whom it may concern,

Statement of Intent: 9/4/2020

To obtain a conditional use permit to allow for the short term vacation rental of existing 517 SqFt Cabin located at 478 N Tenmile Lake in Lakeside Oregon, 97449, which my husband and I own.

COMPLIANCE WITH ORDINANCE:

We believe our structure is in alignment with the Zoning Ordinances as follows:

87. Vacation rental/short term rental - Subject to the following criteria:

(a) Shall be found to be compatible with the surrounding area.

*Tenmile Lake is a vacation destination that consists mostly of 2nd homes and vacation homes. While there are some residences on the lake, we find that the majority of activity on the lake is visitors and local tourists.

(b) Shall be licensed by the Coos Health & Wellness (CHW) in accordance with ORS 446.310-350;

*We are in the process of getting this license, the first requirement from Health and Wellness is that we have the Conditional Use Permit to verify the correct Zoning use.

(c) Shall meet parking access, driveway and parking standards as identified in Chapter VII;

*Access to the cabin is via a private road that is well maintained by an association. Parking is more than adequate for 2 cars.

(d) Shall not be conveyed or otherwise transferred to a subsequent landowner without the new property owner submitting a Compliance Determination Application showing compliance with this section; and **YES**


(e) A deed restriction shall be recorded with the Coos County Clerk's Office acknowledging that this is an accessory use to the approved residential use. If located within Urban Growth Boundary further restrictions may be required based on comments from the City. **YES**

DESCRIPTION OF PROPERTY:

This property is a 517 SqFt Cabin that was built in 1969 and remodeled in the 90's. It's located on the edge of North Tenmile Lake and has its own dock. There is a steep slope to the lake with an existing staircase that goes down to the dock system. There is an existing septic system, and active well water supply. The private road is controlled by a road association which we have an easement for and pay annually to maintain.

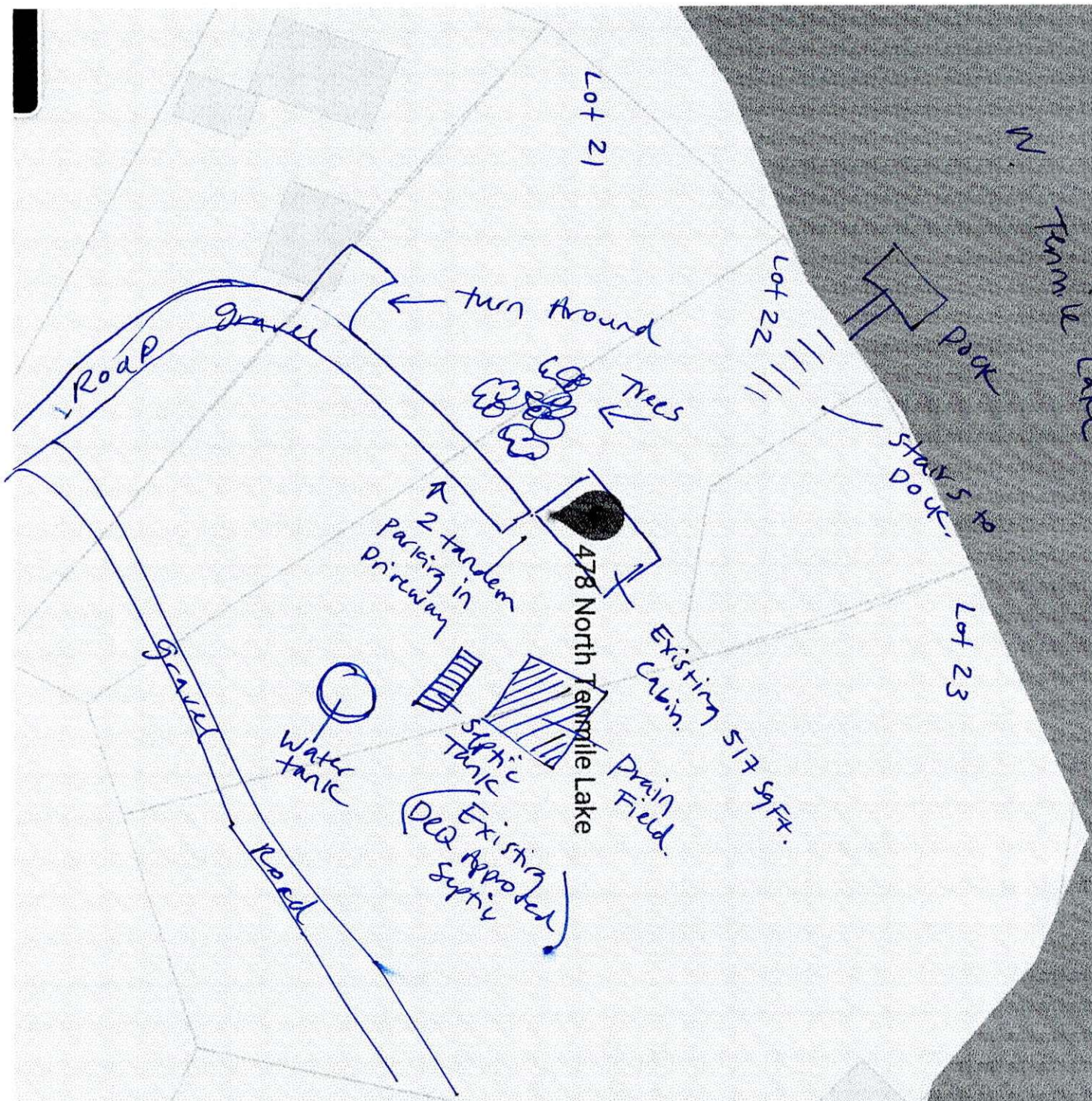
DESCRIPTION OF REQUEST:

We do not wish to add any new structures or systems. We only wish to obtain a Conditional Use Permit to allow for legal Short Term Rental of this property so that we can then obtain the permit from Health and Wellness and be in full compliance with the county.



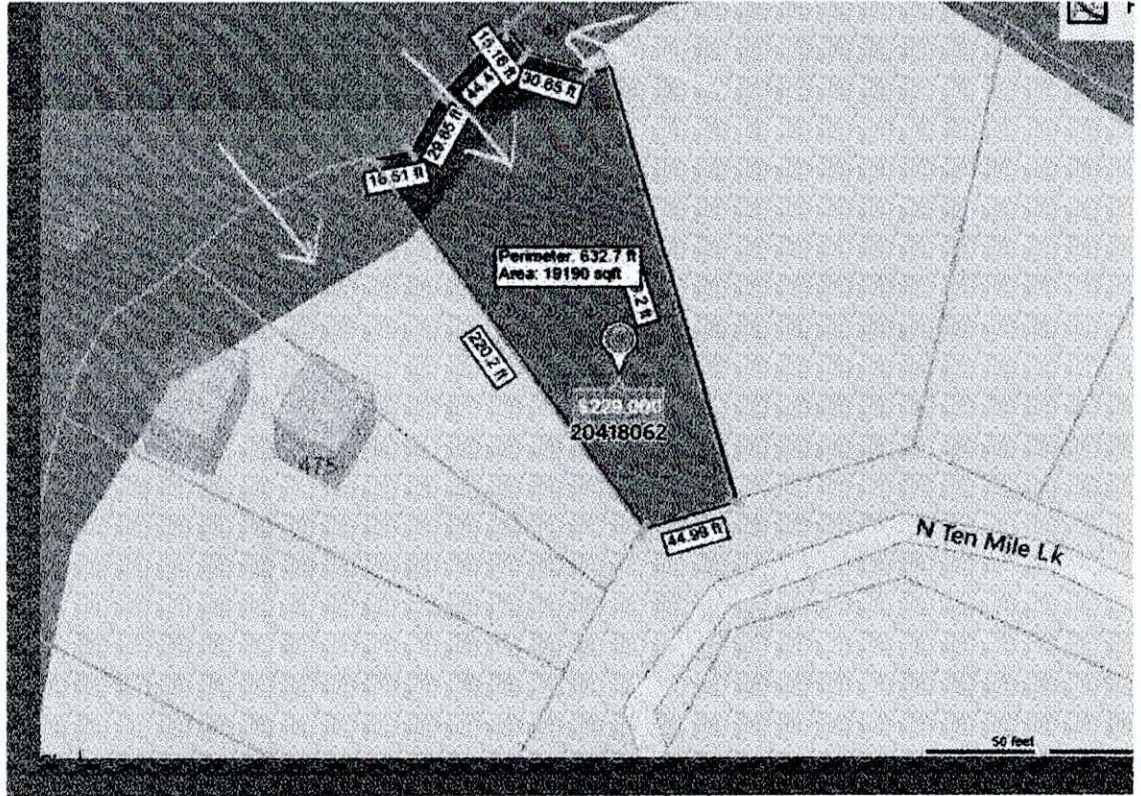
Plot Map

478 N. Tennille Lake
Lakeside or 97449



Workhoven Deminsions 2.JPG

Open with



RECORDING REQUESTED BY:



300 Anderson Ave
Coos Bay, OR 97420

GRANTOR'S NAME:
Merrill N. Workhoven and Deeanne E. Workhoven, as trustees of
the Workhoven Family Trust

GRANTEE'S NAME:
Jacob D. Summers and Sharaya Summers

AFTER RECORDING RETURN TO:
Order No.: 360620031229-VR
Jacob D. Summers and Sharaya Summers, as tenants by the
entirety
11575 Duggan Road
Central Point, OR 97502

SEND TAX STATEMENTS TO:
Jacob D. Summers and Sharaya Summers
11575 Duggan Road
Central Point, OR 97502

APN: 7438000
7438001
7438100
Map: T23-12-09CB TL 01200
T23-12-09CB TL 01100
T23-12-09CB TL 01300
478 N Tenmile Lake, Lakeside, OR 97449

Coos County, Oregon **2020-06244**
\$106.00 Pgs=5 06/29/2020 01:29 PM
eRecorded by: TICOR TITLE COOS BAY
Debbie Heller, CCC, Coos County Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Merrill N. Workhoven and Deeanne E. Workhoven, as trustees of the Workhoven Family Trust, Grantor,
conveys and warrants to **Jacob D. Summers and Sharaya Summers, as tenants by the entirety, Grantee,** the
following described real property, free and clear of encumbrances except as specifically set forth below, situated in
the County of Coos, State of Oregon:

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

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS TWO HUNDRED TWENTY-FIVE
THOUSAND AND NO/100 DOLLARS (\$225,000.00). (See ORS 93.030).

Subject to:

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

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
VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING
THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY
THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT
BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED
215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE
LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 309.005
ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS
195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007,
17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

copy of
Deed

RECORDING REQUESTED BY:



300 Anderson Ave
Coos Bay, OR 97420

GRANTOR'S NAME:

Merrill N. Workhoven and Deeanne E. Workhoven, as trustees of
the Workhoven Family Trust

GRANTEE'S NAME:

Jacob D. Summers and Sharaya Summers

AFTER RECORDING RETURN TO:

Order No.: 360620031229-VR
Jacob D. Summers and Sharaya Summers, as tenants by the
entirety
11575 Duggan Road
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SEND TAX STATEMENTS TO:

Jacob D. Summers and Sharaya Summers
11575 Duggan Road
Central Point, OR 97502

APN: 7438000

7438001

7438100

Map: T23-12-09CB TL 01200

T23-12-09CB TL 01100

T23-12-09CB TL 01300

478 N Tenmile Lake, Lakeside, OR 97449

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Merrill N. Workhoven and Deeanne E. Workhoven, as trustees of the Workhoven Family Trust, Grantor, conveys and warrants to **Jacob D. Summers and Sharaya Summers, as tenants by the entirety**, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

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

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (**\$225,000.00**). (See ORS 93.030).

Subject to:

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

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.

STATUTORY WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 6-27-2020

Workhoven Family Trust

BY: Merrill N. Workhoven Trustee
Merrill N. Workhoven
Trustee

BY: Deanne E. Workhoven Trustee
Deanne E. Workhoven
Trustee

State of Oregon
County of Cook

This instrument was acknowledged before me on 27 June, 2020 by Merrill N. Workhoven and Deanne E. Workhoven, as trustees for the Workhoven Family Trust.

Rachel Rose Richardson
Notary Public - State of Oregon

My Commission Expires: 03-28-2023



EXHIBIT "A"
Legal Description

Parcel 1:

Lot 21, Conliffe Subdivision, Coos County, Oregon.

EXCEPTING THEREFROM the following described parcel: Beginning at the Northerly corner of Lot 21, Conliffe Subdivision, Coos County, Oregon; thence South 15° 54' East 50 feet; thence South 44° 15' West 10 feet; thence Northwesterly 50 feet, more or less, to a point on the North line of said Lot 21, which is 65 feet South 44° 15' West from the most Northerly corner of said Lot 21; thence North 44° 15' East 65 feet to the point of beginning.

Parcel 2:

Beginning at the Northerly corner of Lot 21, Conliffe Subdivision, Coos County, Oregon; thence South 15° 54' East 50 feet; thence South 44° 15' West 10 feet; thence Northwesterly 50 feet, more or less, to a point on the North line of said Lot 21, which is 65 feet South 44° 15' West from the most Northerly corner of said Lot 21; thence North 44° 15' East 65 feet to the point of beginning.

Parcel 3:

Lot 22, Conliffe Subdivision, Coos County, Oregon.

EXCEPTING THEREFROM that portion conveyed by instrument recorded May 6, 2011 as microfilm no. 2011-3502, Records of Coos County, Oregon and re-recorded May 23, 2011 as microfilm no. 2011-3946, Records of Coos County, Oregon.

EXHIBIT "B"
Exceptions

Subject to:

1. 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 North Ten Mile Lake.

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.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of North Ten Mile Lake.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of North Ten Mile Lake.

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

Granted to: Douglas Electric Cooperative
Recording Date: April 30, 1965
Recording No: Book 317, Page 39

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

Granted to: Douglas Electric Cooperative
Recording Date: April 20, 1966
Recording No: 66-04-8313

4. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: August 27, 1974
Recording No: 74-8-103956

5. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Lindross Arm Road Maintenance and Repair Agreement

Recording Date: June 18, 1993
Recording No.: 93-06-0829

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

Recording Date: March 6, 1995
Recording No.: 95-03-0198

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

Recording Date: March 24, 1995
Recording No.: 95-03-0852

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

Recording Date: March 24, 1996
Recording No.: 95-03-0853

9. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Lindross Arm Road Maintenance and Repair Agreement

Recording Date: March 24, 1995
Recording No.: 95-03-0854

10. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Lindross Arm Extension Road Maintenance and Repair Agreement

Recording Date: April 10, 1996
Recording No.: 96-04-0455

11. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Lindross Arm Road Maintenance and Repair Agreement

Recording Date: June 10, 1998
Recording No.: 1998-51766

EXHIBIT "B"
Exceptions

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

Recording Date: April 9, 2007
Recording No.: 2007-4489

13. Easement and Use Agreement,

Recording Date: May 23, 2011
Recording No.: 2011-3947

Call for gate code info: 541-941-8578

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: 478 N Tenmile Lake Lakeside OR, 97449

Type of Access: Private Easement - Provide Easement Name of Access: Lard Rd

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.

- Traffic Study completed by a registered traffic engineer.
- Access Analysis completed by a registered traffic engineer
- 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.

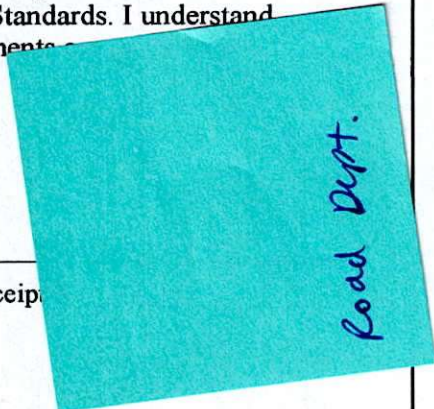
By signing the application I am authorizing Coos County Roadmaster or his designee to enter the property to determine compliance with Access, Parking, driveway and Road Standards. I understand that I shall contact the Road Department to let them know when the improvements are inspected or Bonded. Contact by phone at 541-396-7600

Coos County Road Department Use Only

Roadmaster or designee: _____

Driveway Parking Access Bonded Date: _____ Receipt: _____

File Number: DR-20-



AFTER RECORDING RETURN TO:
INTERNATIONAL PAPER
ATTN: DAVID C. FRIEDLEIN
LAND USE COORDINATOR
REF #107-11341
711 PORT DOCK ROAD
REEDSPORT,
OREGON 97467

95 03 0198

EASEMENT AGREEMENT

In consideration of payment in the amount of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, IP TIMBERLANDS OPERATING COMPANY, LTD., a Texas limited partnership, by and through its managing general partner, IP FOREST RESOURCES COMPANY, a Delaware corporation (Grantor), hereby grants and conveys unto M. Nicholas Workhoven and Deeanne E. Workhoven, husband and wife (Grantee), a perpetual nonexclusive easement over an existing road, 30 feet in width, over and across real property as shown with "X's" on the Exhibit A map attached hereto and incorporated herein as if fully set forth.

This easement runs over and across the following real property of Grantor situated in Coos County, Oregon:

The Southeast Quarter Section 9; South Half of the South Half of the Southwest Quarter and South Half of the Southwest Quarter of the Southeast Quarter of Section 10; and the North Half of the Northwest Quarter of the Northeast Quarter of Section 15, Township Twenty-Three South, Range Twelve West of the Willamette Meridian.

This easement is granted and conveyed for the following purposes and upon the following terms and conditions:

1. This easement is conveyed for the purpose of reconstruction, use and maintenance of a road for the purposes of providing access to or from the Grantee's property described as follows:

Lot 21 CONLIFFE SUBDIVISION, North Tenmile Lake, Coos County, Oregon, SAVE AND EXCEPT the following. Beginning at the most northerly corner of said Lot 21 and running thence South 15° 54' East for a distance of 50 feet; thence South 44° 15' West for a distance of 10 feet; thence Northwesterly for a distance of 50 feet, more or less to a point on the North line of said Lot 21 which is 65 feet South 44° 15' West from the most northerly corner of said Lot 21; thence North 44° 15' East 65 feet to the point of beginning.
2. Grantor shall have no obligation to maintain said road, except that during periods when Grantor, its successors, assigns or invitees use the road for hauling of forest products or minerals, Grantor shall perform its pro-rata share of road maintenance.
3. Grantor shall have the right, but not the obligation, to control access of the public to and upon the easement by such means as it, in its

2010-07-20
AFTER RECORDING
RETURN TO
Ticor Title Insurance
131 N 3rd - Box 1075
Coos Bay, OR 97420-0233

sole discretion, deems reasonably necessary for those purposes stated in Paragraph 2 above.

4. The Grantee will indemnify and hold harmless Grantor, its successors and assigns, against and from any damage to Grantor's property arising out of or directly connected with Grantee's use of the easement or use of the easement by Grantee's authorized agents, permittees and employees, and further will indemnify and hold harmless Grantor, its successors and assigns, from and against any and all claims, actions, suits or demands (including reasonable attorney fees and costs) brought or asserted on account of alleged injury or damage to property or persons, including Grantee's agents and employees, arising from or connected with Grantee's use of the easement or use of the easement by Grantee's authorized agents and employees.
5. Grantee shall comply with all obligations, restrictions and conditions that may be required by any local, state or national law, rule, statute, act or regulation, including the Forest Practices Act of the State of Oregon, and Grantee shall hold harmless Grantor, its successors and assigns, from and against any and all claims, actions, suits or demands (including reasonable attorney fees and costs) brought or asserted on account of alleged noncompliance with the obligations, restrictions and conditions arising from or connected with Grantee's use of the easement or use of the easement by Grantee's authorized agents, permittees and employees.
6. Grantee hereby acknowledges that the Grantee's property is situated in a forest zone and may be subjected to conditions resulting from commercial forest operations upon the Grantor's property and upon other adjacent lands. Such operations include management and harvesting of timber, disposal of slash, reforestation, application of chemicals, road construction and maintenance, and other accepted and customary forest management activities conducted in accordance with federal and state laws. These forest management activities ordinarily and necessarily produce noise, dust, smoke and other conditions that might conflict with Grantee's use of the Grantee's property for residential purposes. Grantee hereby waives all common-law rights to object to normal, necessary and non-negligent forest management activities legally conducted upon the Grantor's property and upon other after-acquired adjacent lands of Grantor, its successors and assigns, which might conflict with Grantee's use of the Grantee's property for residential purposes. Grantee hereby grants and conveys an easement to Grantor, its successors and assigns, for the benefit of Grantor's property and other after-

acquired adjacent lands of Grantor, its successors and assigns, for the resulting impact upon Grantee's property caused by the above-described forest management activities.

7. Grantee shall not improve the existing road upon the easement beyond its present state without the prior written permission of Grantor.
8. Grantor reserves the right to periodically block the easement if it is deemed necessary to facilitate Grantor's commercial forest operations.
9. The primary consideration for the easement grant from Grantor to Grantee is the cash price of One Thousand Five Hundred Dollars (\$1,500.00).
10. Grantor may terminate this Easement Agreement by recording a written notice in the Coos County, Oregon records, which describes a breach of this Easement Agreement by Grantee, Grantor's prior written notice of the breach, and Grantee's failure to cure the breach within fifteen (15) days after that notice is given.
11. Grantee acknowledges that the easement herein granted by Grantor is subject in all things to all valid liens, easements, servitudes, rights-of-way, oil, gas and mineral leases, and other grants of record in the aforesaid County or apparent on the ground.
12. It is understood that it will be the responsibility of Grantee herein to obtain any and all permits necessary to satisfy all National, State, or local environmental requirements. Grantee will hold Grantor harmless from any and all legal actions resulting from acts performed by or for Grantee and for failure by Grantee to obtain necessary permits.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed
this 26 day of JANUARY, 1995.

GRANTEES:

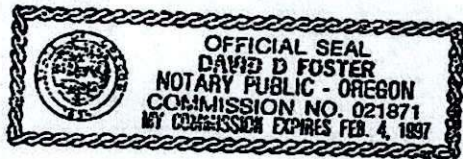
M. Nicholas Workhoven
M. Nicholas Workhoven

Deeanne E. Workhoven
Deeanne E. Workhoven

State of OREGON)
County of COOS) ss

On JANUARY 26, 1995, personally appeared the above named M.
Nicholas Workhoven and Deeanne E. Workhoven and acknowledged the foregoing
instrument to be their voluntary act and deed.

Before me:



David D. Foster
Notary Public for Oregon

My Commission Expires: 2/4/97

95 03 0198

GRANTOR:

IP Timberlands Operating Company, Ltd. By and through its Managing General Partner, IP Forest Resources Company

Attest:

By: *Cindy J. Madole*
CINDY J. MADOLE
Title: ASSISTANT SECRETARY

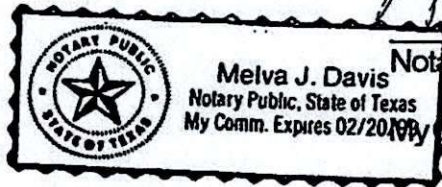
By: *Frederick L. Bleier*
FREDERICK L. BLEIER
Title: CONTROLLER-TREASURER

State of TEXAS)
County of DALLAS) ss

*Approved As
To Form IP 494
DMA 2-23-95*

On February 27, 1995, personally appeared FREDERICK L. BLEIER, of IP Forest Resources Company, the Managing General Partner of IP Timberlands Operating Company, Ltd., and stated that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors and he acknowledged said instrument to be its voluntary act and deed on behalf of IP Timberlands Operating Company, Ltd.

Before me:



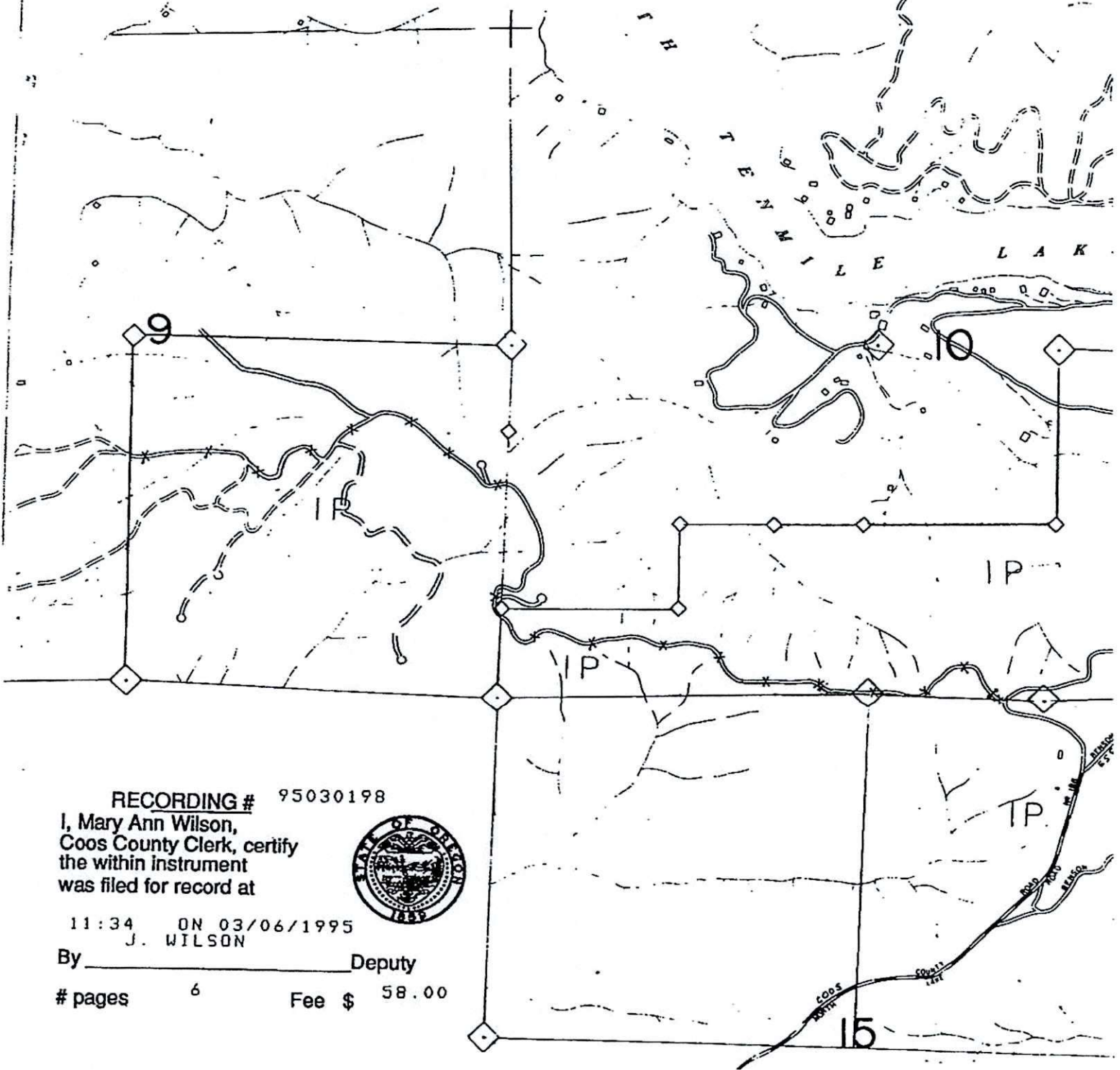
Melva J. Davis
Notary Public for State of Texas
Commission expires: 2/20/99



95 03 0198

Exhibit "A"

Secs. 9, 10 & 15 T23S R12W WM



RECORDING # 95030198

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





11:34 AM ON 03/06/1995
J. WILSON

By _____ Deputy

pages 6 Fee \$ 58.00

Legend

-  road easement
-  gate

EASEMENT AGREEMENT

In consideration of payment in the amount of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, LONE ROCK TIMBER COMPANY, an Oregon corporation (Grantor), hereby grants and conveys unto M. Nicholas Workhoven and Deeanne E. Workhoven, husband and wife (Grantee), a perpetual nonexclusive easement over an existing road, 30 feet in width, over and across real property as shown with "X's" on the Exhibit A map attached hereto and incorporated herein as if fully set forth.

This easement runs over and across the following real property of Grantor situated in Coos County, Oregon:

The South Half Northwest Quarter Southwest Quarter and the North Half Southwest Quarter Southwest Quarter of Section 10, Township 23 South, Range 12 West of the Willamette Meridian.

This easement is granted and conveyed for the following purposes and upon the following terms and conditions:

1. This easement is conveyed for the purpose of reconstruction, use and maintenance of a road for the purposes of providing access to or from the Grantee's property described as follows:

Lot 21 CONLIFFE SUBDIVISION, North Tenmile Lake, Coos County, Oregon, SAVE AND EXCEPT the following: Beginning at the most northerly corner of said Lot 21 and running thence South 15° 54' East for a distance of 50 feet; thence South 44° 15' West for a distance of 10 feet; thence Northwesterly for a distance of 50 feet, more or less to a point on the North line of said Lot 21 which is 65 feet South 44° 15' West from the most northerly corner of said Lot 21; thence North 44° 15' East 65 feet to the point of beginning.

2. During periods of his use, Grantee shall maintain road, including but not limited to surface, erosion prevention and ditches as determined by Grantor. Grantor shall have no obligation to maintain said road, except that during periods when Grantor, its successors, assigns or invitees use the road for hauling of forest products or minerals, Grantor shall perform its pro-rata share of road maintenance.

Return to: M.M. Groben
1590 Olive Barber Rd
Coos Bay OR 97420

3. Grantor shall control access of the public to and upon the easement by such means as it, in its sole discretion, deems reasonably necessary for that purpose.
4. The Grantee will indemnify and hold harmless Grantor, its successors and assigns, against and from any damage to Grantor's property arising out of or directly connected with Grantee's use of the easement or use of the easement by Grantee's authorized agents, and employees, and further will indemnify and hold harmless Grantor, its successors and assigns, from and against any and all claims, actions, suits or demands (including reasonable attorney fees) brought or asserted on account of alleged injury or damage to property or persons, including Grantee's agents and employees, arising from or directly connected with Grantee's use of the easement or use of the easement by Grantee's authorized agents and employees.
5. Grantee shall comply with all obligations, restrictions and conditions that may be required by the Forest Practices Act of the State of Oregon, and Grantee shall hold harmless Grantor, its successors and assigns, from and against any and all claims, actions, suits or demands (including reasonable attorney fees) brought or asserted on account of alleged noncompliance with the obligations, restrictions and conditions of the Forest Practices Act of the State of Oregon, arising from or directly connected with Grantee's use of the easement or use of the easement by Grantee's authorized agents and employees.
6. Grantee hereby acknowledges that the Grantee's property is situated in a forest zone and may be subjected to conditions resulting from commercial forest operations upon the Grantor's property and upon other adjacent lands. Such operations include management and harvesting of timber, disposal of slash, reforestation, application of chemicals, road construction and maintenance, and other accepted and customary forest management activities conducted in accordance with federal and state laws. These forest management activities ordinarily and necessarily produce noise, dust, smoke and other conditions that might conflict with Grantee's use of the Grantee's property for residential purposes. Grantee hereby waives all common-law rights to object to normal, necessary and non-negligent forest management activities legally conducted upon the Grantor's property and upon other after-acquired adjacent lands of Grantor, its successors and assigns, which might conflict with Grantee's use of the Grantee's property for residential purposes. Grantee hereby grants and conveys an easement to Grantor, its successors and

assigns, for the benefit of Grantor's property and other after-acquired adjacent lands of Grantor, its successors and assigns, for the resulting impact upon Grantee's property caused by the above-described forest management activities.

7. Grantee shall not improve the existing road upon the easement beyond its present state without the prior written permission of Grantor.
8. Grantor reserves the right to periodically block the easement if it is deemed necessary to facilitate Grantor's commercial forest operations.
9. The primary consideration for the easement grant from Grantor to Grantee is the cash price of one hundred dollars (\$100.00).
10. Grantor reserves to itself all timber now on, or hereafter growing within, said rights-of-way on its said lands.
11. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein.
12. Grantor may terminate this Easement Agreement by recording a written notice in the Coos County, Oregon records which describes a breach of this Easement Agreement by Grantee, Grantor's prior written notice of the breach, and Grantee's failure to cure the breach within fifteen (15) days after that notice is given.

GRANTOR:

LONE ROCK TIMBER COMPANY

DP

By:

Title:

[Signature]
EXECUTIVE VICE PRESIDENT

State of Oregon

County of

DOUGLAS

)
) ss

On MARCH 3, 1995, personally appeared ROBERT E. LIGON, Executive Vice President, Lone Rock Timber Company, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors and he acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

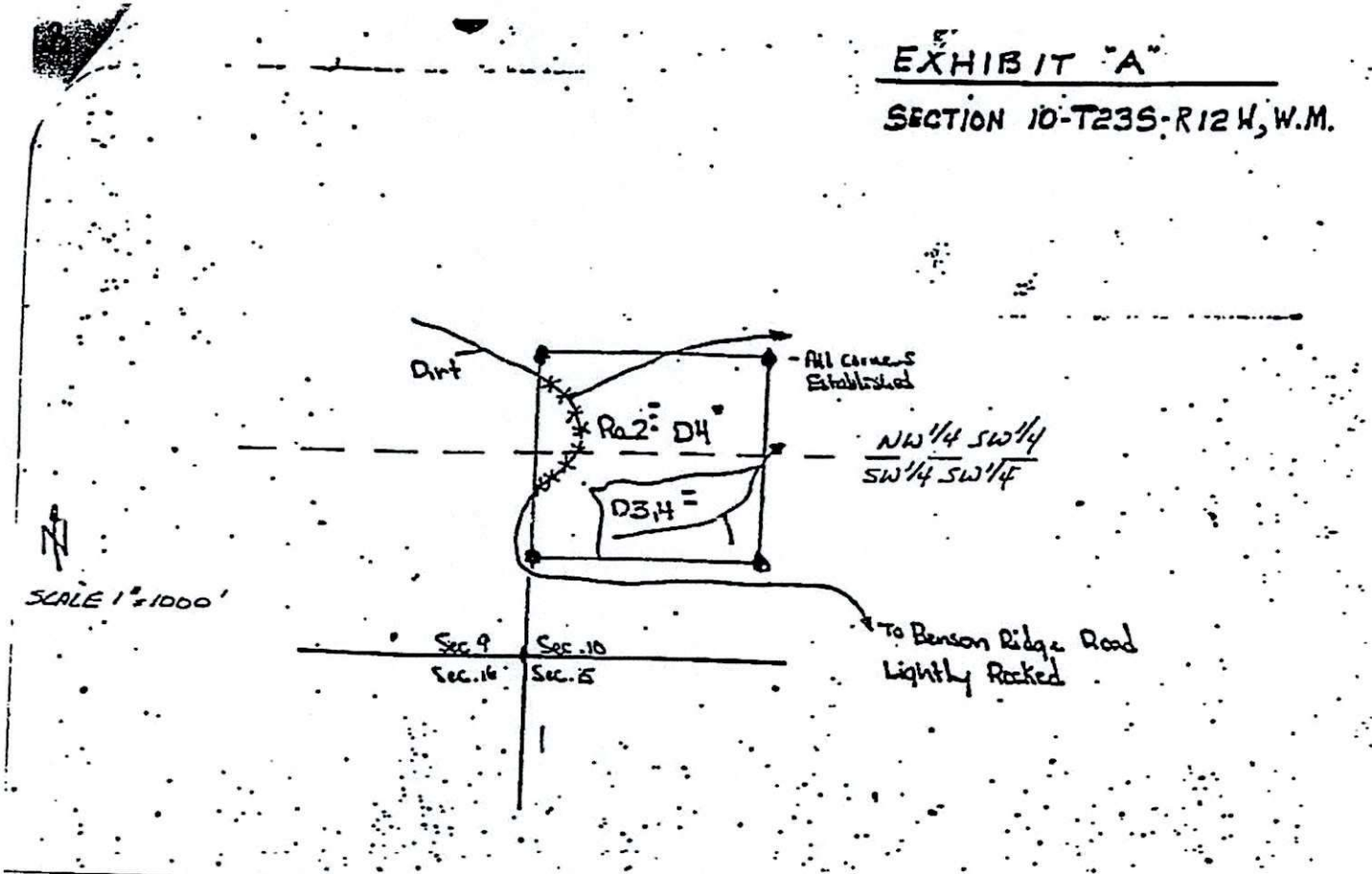
My Commission expires:

6-4-96

95 03 0852

EXHIBIT "A"

SECTION 10-T23S-R12W, W.M.



RECORDING # 95030852

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



9:10 AM ON 03/24/1995
M. BRIGHT

By _____ Deputy

pages 6 Fee \$ 58.00

EASEMENT AGREEMENT

In consideration of payment in the amount of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, RONALD E. STUNTZNER and JOYCE E. STUNTZNER, husband and wife, and MILLARD M. GROBEN and ELIZABETH L. GROBEN, husband and wife, (Grantors), hereby grant and convey unto M. Nicholas Workhoven and Deeanne E. Workhoven, husband and wife (Grantee), their successors and assigns a perpetual nonexclusive easement over an existing road, 30 feet in width, over and across real property as shown with "X's" on the Exhibit A map attached hereto and incorporated herein as if fully set forth. In addition, the Grantors grant a perpetual, nonexclusive easement for an extension of the existing roadway to the parcel owned by the Grantee. Said roadway extension is also 30 feet in width and the actual location is marked with "-----" and designated as Lindross Arm Extension Road on Exhibit "A" map attached hereto and incorporated herein as if fully set forth.

This easement runs over and across the following real property of Grantor situated in Coos County, Oregon:

That part of the North half (N½) of the Southwest Quarter (SW¼), Section Nine (9), Township Twenty-Three (23) South, Range Twelve (12) West of the Willamette Meridian, Coos County, Oregon, lying South and East of the following described line:

Beginning at a point which is 1020.30 feet North and 309.20 feet East of the Government meander corner which is 691.68 feet North of the Southwest corner of Section Nine (9), Township Twenty-Three (23) South, Range Twelve (12) West of the Willamette Meridian, said point being also the Northeast corner of the property described in Deed Book 234, Page 646, Records of Coos County, Oregon; thence North 27 29' East 567.84 feet; thence North 72 53' East 133.26 feet; thence South 65 00' East 715.64 feet; thence East 165.92 feet; thence North 69 43' East 157.73 feet; thence North 70 29' East 528.33 feet; thence North 66 00' East 319.45 feet; thence North 7 15' East 346.24 feet to the South line of the property described in Deed Book 219, Page 444, Records of Coos County, Oregon; said South line also being the South line of the South half (S½) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Three (23) South, Range Twelve (12) West of the Willamette Meridian.



RECORDING # 95030853

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

9:10 AM ON 03/24/1995

By M. BRIGHT Deputy

pages 8 Fee \$ 68.00

Return to: M. M. Groben
1590 Olive Barber Rd
Coos Bay OR 97420

Excepting therefrom that portion of the North half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) lying West and South of the following described line: Beginning at a point which is 1020.30 feet North and 309.20 feet East of the Government meander corner which is 691.68 feet North of the Southwest corner of Section Nine (9), Township Twenty-Three (23) South, Range Twelve (12) West of the Willamette Meridian, Coos County, Oregon, said point also being the Northeast corner of the property described in Deed Book 234, Page 646, Records of Coos County, Oregon; thence South 70.50 feet; thence South 88 00' East 467.34 feet; thence South 38 30' East 392.02 feet; thence South 64 30' East 57.56 feet to the 1/16 line on the South side of N $\frac{1}{2}$ of the said SW $\frac{1}{4}$ of said Section Nine (9), Township Twenty-Three (23) South, Range Twelve (12) West, W. M., Coos County, Oregon.

Also excepting from the first described tract a strip of land 60 feet wide by 4,517 feet in length in the Southwest one-quarter (SW $\frac{1}{4}$) of Section Nine (9), in Township Twenty-Three (23) South, Range Twelve (12) West of the Willamette Meridian in Coos County, Oregon, lying within the North half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Nine (9), intended to provide ingress and egress to the Conliffe subdivision and the Woodsum subdivision, the centerline of said strip of land is more particularly described as follows: Begin at a point which is 3025.86 feet North 89° 47' West from the East Quarter corner of said Section Nine (9), said point being also on the South line of that property described in Book 219, Page 444 of the Coos County Deed Records, and also being 30 feet Easterly from the Northeast corner of the Conliffe subdivision; thence Southwesterly parallel to and 30 feet from the outside boundary of Conliffe subdivision to a point 33.82 feet East of the Initial Point of Conliffe subdivision; thence South 40.50 feet to a point 30.02 feet North of the North boundary of Woodsum subdivision, thence Southeasterly parallel to, and 30 feet from the North boundary

of Woodsum subdivision to a point 30.65 feet
North 32 11' East of the Northeast corner of
Woodsum subdivision.

This easement is granted and conveyed for the following purposes and upon the following terms and conditions:

1. This easement is conveyed for the purpose of ^{construction,} reconstruction, use and maintenance of a road for the purposes of providing access to or from the Grantee's property described as follows:

Lot 21 CONLIFFE SUBDIVISION, North Tenmile Lake, Coos County, Oregon, SAVE AND EXCEPT the Following. Beginning at the most northerly corner of said Lot 21 and running thence South 15° 54' East for a distance of 50 feet; thence South 44° 15' West for a distance of 10 feet; thence northwesterly for a distance of 50 feet, more or less to a point on the North line of said Lot 21 which is 65 feet South 44° 15' West from the most Northerly corner of said Lot 21; thence North 44° 15' East 65 feet to the point of beginning.

2. During periods of his use, Grantee shall maintain road, including but not limited to surface, erosion prevention and ditches as determined by Grantor. Grantor shall have no obligation to maintain said road, except that during periods when Grantor, its successors, assigns or invitees use the road for hauling of forest products or minerals, Grantor shall perform its pro rata share of road maintenance.
3. Grantor shall control access of the public to and upon the easement by such means as it, in its sole discretion, deems reasonably necessary for that purpose.
4. The Grantee will indemnify and hold harmless Grantor, its successors and assigns, harmless against and from any damage to Grantor's property arising out of or directly connected with Grantee's use of the easement or use of the easement by Grantee's authorized agents and employees, and further will indemnify and hold harmless Grantor, its successors and assigns, from and against any and all claims, actions, suits or demands (including reasonable attorney fees) brought or asserted on account of alleged injury or damage to property or persons, including Grantee's agents and employees, arising from or directly connected with Grantee's use of the easement or use of the easement by Grantee's authorized agents and employees.
5. Grantee shall comply with all obligations, restrictions and conditions that may be required by the Forest Practices Act of the State of

WMS
R.E.S.
J.P.
J.W.
J.W.

Oregon, and Grantee shall hold harmless Grantor, its successors and assigns, from and against any and all claims, actions, suits or demands (including reasonable attorney fees) brought or asserted on account of alleged noncompliance with the obligations, restrictions and conditions of the Forest Practices Act of the State of Oregon, arising from or directly connected with Grantee's use of the easement or use of the easement by Grantee's authorized agents and employees.

6. Grantee hereby acknowledges that the Grantee's property is situated in a forest zone and may be subjected to conditions resulting from commercial forest operations upon the Grantor's property and upon other adjacent lands. Such operations include management and harvesting of timber, disposal of slash, reforestation, application of chemicals, road construction and maintenance, and other accepted and customary forest management activities conducted in accordance with federal and state laws. These forest management activities ordinarily and necessarily produce noise, dust, smoke and other conditions that might conflict with Grantee's use of the Grantee's property for residential purposes. Grantee hereby waives all common-law rights to object to normal, necessary and non-negligent forest management activities legally conducted upon the Grantor's property and upon other after-acquired adjacent lands of Grantor, its successors and assigns, which might conflict with Grantee's use of the Grantee's property for residential purposes. Grantee hereby grants and conveys an easement to Grantor, its successors and assigns, for the benefit of Grantor's property and other after-acquired adjacent lands of Grantor, its successors and assigns, for the resulting impact upon Grantee's property caused by the above-described forest management activities.
7. Grantee shall not improve the existing road upon the easement beyond its present state without the prior written permission of Grantor.
8. Grantor reserves the right to periodically block the easement if it is deemed necessary to facilitate Grantor's commercial forest operations.
9. The primary consideration for the easement grant from Grantors to Grantee is the cash price of four hundred dollars (\$400.00).
10. Grantor reserves to itself all timber now on, or hereafter growing within, said rights-of-way on its said lands.

11. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein.
12. Grantor may terminate this Easement Agreement by recording a written notice in the Coos County, Oregon records, which describes a breach of this Easement Agreement by Grantee, Grantor's prior written notice of the breach, and Grantee's failure to cure the breach within fifteen (15) days after that notice is given.


EXHIBIT "A"

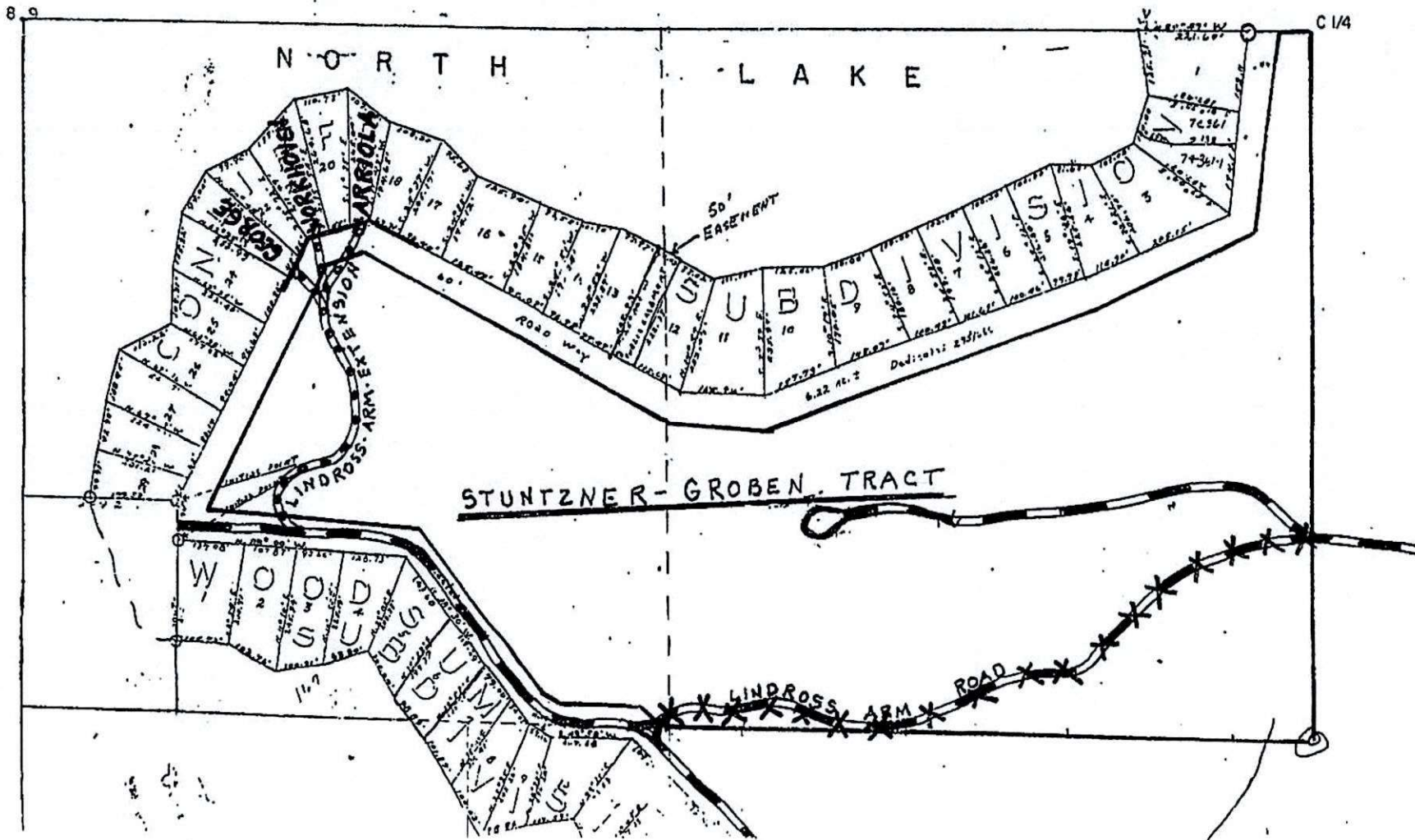
STUNTZNER/GROBEN TRACT

1/2 SW 1/4 Section T23S R12W WM.

1" = 200'

LINDROSS ARM ROAD: 

LINDROSS ARM EXTENSION ROAD: 



See Map B 23 12

95 03 0853

LINDROSS ARM**ROAD MAINTENANCE AND REPAIR AGREEMENT**

JANUARY 26, 1995

THIS AGREEMENT entered into on the date indicated below by and between M. Nicholas Workhoven and Deeanne E. Workhoven their heirs, successors, executors, administrators, agents or assigns.

WITNESSETH:

WHEREAS the above named are owners of record of property situated on North Tenmile Lake, Coos County, Oregon and

WHEREAS the property of the above named is served by a private road which shall be known as the "Lindross Arm Road" as shown and designated on Exhibit A attached and hereby made a part of this Agreement and

WHEREAS the above named owners enter into this agreement to provide for the maintenance and repair of the Lindross Arm Road and

1. This agreement shall be binding upon the undersigned, their heirs, successors, executors, administrators, agents and assigns.
2. The undersigned hereby agree to create a maintenance and repair covenant for the Lindross Arm Road.
3. The undersigned have use of the roadway for access to their property.
4. That the undersigned agree to share the obligation of maintenance and repairs to the above mentioned roadway on a per capita basis, that is to say each individual ownership shall pay an equal share of any such maintenance and repairs for the above mentioned roadway in a timely manner. Those tracts owned by Kennedy, Wirth and Linwood shall pay sixty percent of the amount paid by the remaining undersigned because the Kennedy, Wirth and Linwood tracts are serviced by sixty percent of the roadway.

Lindross Arm Road Maintenance and Repair Agreement

Page 1

Return to: M. M. Groben
1590 Olive Barber Rd
Coos Bay OR 97420

Repair Agreement shall be in full force and effect until such time as the maintenance and repair responsibility of the above mentioned roadway shall be assumed by a Municipal, County or State authority.

5. That the contribution to be made by the undersigned party for road maintenance and repairs shall be made based upon the number of specific individual tracts of property owned by the number of parties that have executed this Agreement and not based upon the total number of parties owning land.
6. The undersigned are to be held blameless in the event of natural disasters or other catastrophic events over which they have no control. Costs for the repair and maintenance of the roadway as a result of such catastrophic events shall be shared equally by each of the individual tract owners using that portion of the roadway. Costs for the repair and maintenance of the roadway as a result of negligence or abnormal use by any of the undersigned, their agents, or assigns shall be paid wholly by the undersigned responsible for the damage. If any of the undersigned fail to pay their cost or to be responsible for maintenance and repair or for damage caused by negligence or abnormal cost contrary to this Agreement after a demand in writing, a civil action for money damages may be brought against that person in a court of competent jurisdiction by the other undersigned owners having an interest in the roadway either jointly or severally. The prevailing party shall recover all court costs, arbitration fees and attorney fees.
7. Any new owner of record who buys property that did not participate in the original capital investment for the road construction, road surfacing and gate installation shall also pay a lump sum of two thousand dollars (\$2,000.00) to Lindross Arm Road Committee Fund at the signing of the right-of-way agreement to cross the Stuntzner/Groben tract or one thousand dollars (\$1,000.00) to the Lindross Arm Road Committee Fund at the signing of the right-of-way agreement to the Wirth, Kennedy, and/or Linwood tracts as their pro-rata share in amortizing the cost of the roadway.
8. A Committee, known as the Lindross Arm Road Committee, consisting of three (3) owners of record is to be elected for a period of two (2) years. Elections of committee members are to be held on even years; that is, 1992, 1994, etc. The Committee shall consist of a Chairman, Secretary and Treasurer. The Committee shall maintain a road fund savings account which shall require two (2) committee members' signatures prior to the

withdrawal and disbursements of any road funds. The Committee shall examine the roadway each spring, or at other times, if necessary, and estimate the maintenance and repair costs. These estimated costs are to be itemized and notices sent to all the undersigned owners of record prior to the annual meeting which shall be held in June of each year. Upon agreement of the estimated annual costs by a two-thirds majority of the owners of record, the total estimated cost is to be divided equally by the number of individual tracts owned by the undersigned and an annual assessment presented to the owners of record and which is to be paid to the Committee's treasury within thirty (30) days after receipt of written notice that payment is due. A complete and itemized accounting of all expenses for the previous year shall be provided for every undersigned owner of record at the annual meeting. In the event rights-of-way are granted for additional tracts in the future or if there is a sale or sales of properties that are divided into two (2) or more tracts or have more than one (1) dwelling per tract, the Committee shall refer to the Supplemental Notes in order to determine the capital payment due and the payments due for road maintenance and repair.

9. Any hauling of commercial products such as, but not limited to, logs or crushed rock over the roadway shall be confined to the period between June 15 and October 1, unless prior written authorization is granted by the Lindross Arm Road Maintenance and Repair Committee to permit such hauling of commercial products at other times.
10. A two-thirds majority vote of approval shall be required by all owners of record in order to change, revise or dispense with this Agreement and its covenants.
11. In the case of any suit or action instituted to enforce any of the provisions of this Agreement, all the undersigned hereby agree that any sums payable on account of reasonable Attorney Fees shall be paid to the prevailing party, as the Court may adjudge reasonable in any trial or appellate court for enforcement of any of the provisions hereof.
12. The undersigned agrees to indemnify and save each and every other of the undersigned harmless from any and all debts, dues, claims, demands, liens, charges or damages arising out of or connected with the use of the Lindross Arm Road or with or the operations of any of its agents, employees, contractors, assigns or permittees under this Agreement.

13. The undersigned shall instruct their permittees about the rules, regulations and obligations of using the Lindross Arm Road and shall be individually responsible for any permittees that the undersigned grants permission to use the road.
14. It is understood and agreed by the undersigned parties that this Agreement and the mutual maintenance and repair covenants, conditions and agreements shall be binding upon the undersigned hereto, their heirs, successors, executors, administrators, agents and assigns.

SUPPLEMENTAL NOTES

1. Lone Rock and International Paper Company are not part of the Lindross Arm Road Maintenance and Repair Agreement (LARMRA).
2. Ronald and Patricia Lilienthal own two (2) adjacent lots. These lots are considered to be one (1) tract as long as there is only one (1) dwelling or one (1) ownership. If and when a second dwelling is constructed, or it becomes two (2) ownerships, it becomes two (2) tracts and as such the appropriate additional assessments and fees will be due and payable.
3. Any party in addition to the undersigned parties who acquires an additional tract or tracts and who acquires a right-of-way easement and the use of the Lindross Arm Road will also be required to pay equally for each specific individual tract and/or dwelling constructed on that tract and will automatically become obligated to pay for both the capital cost of amortizing the roadway as stipulated in paragraph 8 of the Lindross Arm Road Maintenance and Repair Agreement and for the maintenance and repair on a per capita basis in a manner similar to other owners of record.
4. George, Workhoven and Arriola are exempt from the maintenance and repair costs under the Lindross Arm Road Maintenance and Repair Agreement until such time as a roadway is constructed to, or near to, their individual tracts. After the roadway is constructed to, or near to, their individual tracts, they shall be obligated to pay for the maintenance and repair in a manner similar to other owners of record.
5. The Stuntzner/Groben tract is considered to be one tract as long as it continues to be under one ownership. If it is subdivided and sold as smaller tracts, each tract will be considered as an individual ownership and tract and becomes obligated to pay for the maintenance and repair on a per capita basis in a manner similar to all the above owners of record. In the event ownership of this tract should remain as one, each dwelling over and above the first dwelling shall be considered as an individual ownership and tract and become obligated to pay for the maintenance and repair on a per capita basis in a manner similar to all other owners of record.

IN WITNESS WHEREOF, the parties have caused this instrument to be dated this

26 day of JANUARY, 1995.

GRANTEES:

M. Nicholas Workhoven
M. Nicholas Workhoven

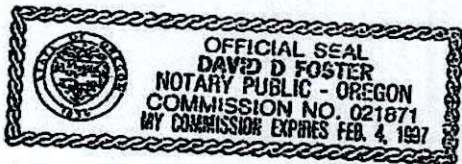
Deeanne E. Workhoven
Deeanne E. Workhoven

State of OREGON)

County of COOS)

On JANUARY 26, 1995, M. Nicholas Workhoven and Deeanne E. Workhoven personally appeared before me and acknowledged the foregoing instrument to be their/her/his voluntary act and deed.

Before me:



David D. Foster
Notary Public of Oregon

My commission expires 2/4/97

Lindross Arm Road Maintenance and Repair Agreement

EXHIBIT "A"

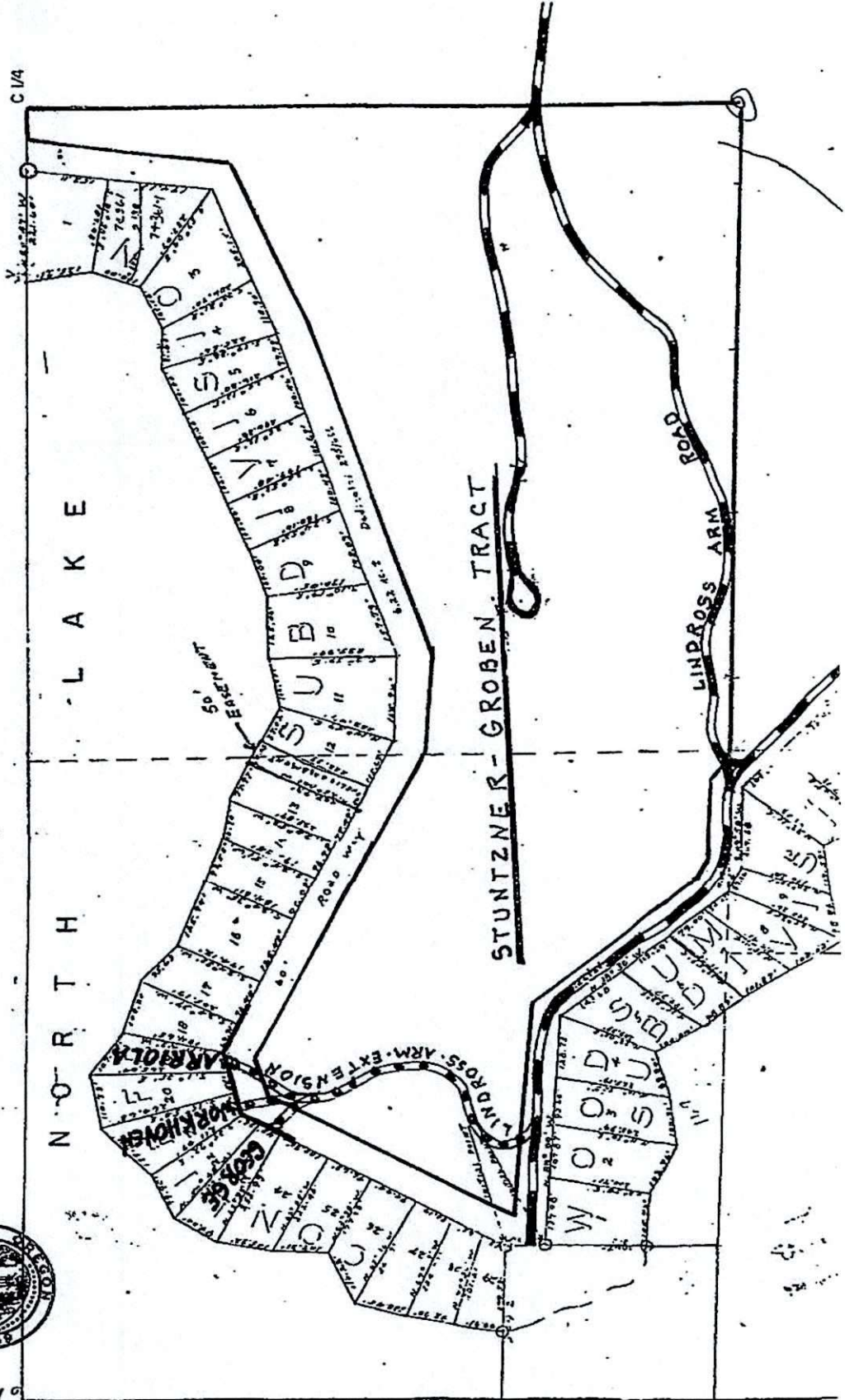
STUNTZNER-GROBEN TRACT

LINDROSS ARM ROAD:

LINDROSS ARM EXTENSION ROAD:

1/4 SW 1/4 Section T23S R12W WM.

1" = 200'



RECORDING #

95030854

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



9:10 ON 03/24/1995
M. BRIGHT

By _____ Deputy

pages 7 Fee \$ 43.00



MIKE GROBEN FOREST CONSULTING

4/3/95

Dear Mr. Workman

The recorded agreements were finally completed last week and I have included them for your records. I.P. kept the original; otherwise you have all originals.

The only document not completed is the Lindross Area Extension Maintenance Agreement. Messerle Logging will be on our tract in June and if you want to make arrangements with them, they should do a good job on your subgrace; they are good people and very dependable.

P.S. If you have any questions, please feel free to call me.

Sincerely,

396 7770

Date Received: _____
Receipt # _____

COOS COUNTY ROAD DEPARTMENT



ACCESS/DRIVEWAY/ROAD/
PARKING VERIFICATION PERMIT

THIS FORM NEEDS TO BE SUBMITTED TO COOS COUNTY PLANNING DEPARTMENT
225 N. ADAMS STREET OR MAILED TO: 250 N. BAXTER, COQUILLE OR 97423

All new and replacement dwellings, commercial or industrial development requires this form.

Other development may require verification of access.

Payment for this permit can be submitted to the Cos County Planning Department in the form of cash or check

For Office Use Only; FILE #

FEE:

Applicant/Agent (print name): Sharaya Summers

Mailing address: 932 Mira Mar Ave Medford OR, 97504

Phone: 541-941-8578 Email: SharayaMikae@gmail.com

Land Owner (print name): Jacob ? Sharaya Summers

Mailing address: 932 Mira Mar Ave Medford OR, 97504

Phone: 541-941-8578 Email: SharayaMikae@gmail.com

LOCATION

23 12 9 1200
Township Range Section Tax Lot

478 N. Tenmile Lake Lakeside OR, 97449
Site address

RR-2 0.79
Zone (s) Acreage

EXISTING IMPROVEMENTS Describe any improvements to the property such as any roads, structures, etc.

Private gravel Road well maintained w/ Easement. "Lard Rd" gate code.
517 sq ft. cabin built in 1969, Remodeled in 90's.

Applicant Signature: _____

Through applying for this application I authorize the Coos County Roadmaster or designee to enter upon the property subject of the application to conduct a site visit necessary for processing the requested application. The applicant shall contact the Coos County Road Department to arrange for the site visit once the access, driveway, road and/or parking requirements have been met. If you would like to schedule a visit or inquire further about requirements including bonding please contact 541-396-7660. This signed form must be returned to the Planning Department prior to the issuance of a zoning compliance letter.

Coos County Road Department Use Only

Roadmaster or designee: _____

Driveway Parking Access

Bonded Date: _____ Receipt # _____

Comments and Requirements

Converting use of existing 517 sqft. cabin
to allow for short term vacation rental.

Seeking conditional use permit at request of
Health and safety Dept. Existing parking meets all
requirements for 1 Bedroom unit. No changes
to be made. Just need approval for zoning change.

* See road easements and plot map Attached.

ersion 10/2016

NOTICE: The Applicant is responsible for providing enough information in this application for staff to make reasonable findings.

REQUIRED SUBMITTALS

1. All permits shall contain the following:

- ✓ a. Property boundaries;
 - ✓ b. Location of all structures on the subject property;
 - ✓ c. Required parking spaces;
 - ✓ d. Current utilities and proposed utilities; and
 - ? e. Roadmaster may require drawings and specs from the Oregon Standards Specification Manual (OSSC) (current edition).
2. In addition Parking Plans shall contain the following:
- a. The location and design of bicycle and pedestrian facilities shall be indicated on the site plan if this is a parking plan;
 - b. Location of existing and proposed access point(s) on both sides of the road where applicable;
 - c. 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;
 - d. 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;
 - e. 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;
 - f. Number and direction of lanes to be constructed on the road plus striping plans;
 - g. All planned transportation features (such as sidewalks, bikeways, auxiliary lanes, signals, etc.); and
 - h. Parking and internal circulation plans including walkways and bikeways, in UGB's and UUC's.
3. 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.

Existing structures. NO New Development proposed.

Land Use Documentation & Licensing Questionnaire for Travelers' Accommodations

Complete a separate document for each property used for vacation rental purposes.

I. To VERIFY THE ZONING DISTRICT this section must be completed by your local County or City Planning Department. If you are located outside of an unincorporated city then please have Coos County Planning complete this form. There may be a fee required by the Planning Department.

Township 23 Range 12 Section 9 Tax Lot 1200
Account # _____ Jurisdiction: _____

- The vacation rental is permitted in the zoning district.
- This requires a land use review permit to be completed.
- This is not an allowed use for the property.

Planning Official Signature and Title

Phone or email contact

Applicants/Owners Signature

Applicants/Owners Signature

II. REFERENCE TO APPLICATION

Owner Jacob & Sharaya Summers Name of facility _____
Address of facility 478 N. Tenmile Lake, Lakeside OR

Who would you like public health to coordinate an inspection with? Sharaya
Provide at least 1 phone number for this person & best time to call. 541-941-8578 morning

III. It is common for a Travelers' Accommodation to obtain ADDITIONAL LICENSES contingent upon guests' services provided.

- | | Yes | No |
|---|--------------------------|-------------------------------------|
| 1. Do you provide lodging on more than one property lot? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Do you provide any food that is not commercially sealed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Do you provide water, sewer or electrical service for an RV? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Do you provide guests access to a pool or spa? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If so, is it licensed by Coos Health & Wellness?

IV. What best describes the WATER SUPPLY to the lodging:

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 1. Water is from a municipal water system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Water is from a private well or spring? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the lodging does not have a physical water connection to a municipal system, be advised to call Coos Health & Wellness now to initiate the process to have the potable water system reviewed at (541)266-6720. Per OAR 333-029-0075(3) surface water use may preclude license from being issued.

V. What best describes SEWAGE DISPOSAL for the lodging:

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 1. The lodging is connected to a municipal sewer? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. There is an on-site septic system? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the vacation rental uses an on-site system, be prepared to provide a copy of the DEQ approval paperwork along with an as-built drawing of the system.

For your reference, Traveler's Accommodations Laws regulated by Coos Health & Wellness include: Oregon Revised Statutes 446.310 – 425 and Oregon Administrative Rules Chapter 333, Division 029.

Submit this questionnaire with your tourist facility application and the correct fee as per the enclosed schedule to: Coos Health & Wellness, Environmental Health 281 LaClair St., Coos Bay, OR 97420