



NOTICE OF LAND USE DECISION

Coos County Planning
225 N. Adams St.
Coquille, OR 97423
<http://www.co.coos.or.us/>
Phone: 541-396-7770
Fax: 541-396-1022

This decision notice is required to be sent to the property owner(s), applicant(s), adjacent property owners (distance of notice is determined by zone area – Urban 100 feet, Rural 250 feet, and Resource 750 feet), special taxing districts, agencies with interest, or person that has requested notice. The development is contained within the identified property owners land. Notice is required to be provided pursuant to ORS 215.416. Please read all information carefully as this decision. (See attached vicinity map for the location of the subject property).

NOTICE TO MORTGAGEE, LIENHOLDER, VENDOR OR SELLER: ORS CHAPTER 215 (ORS 215.513) REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST PROMPTLY BE FORWARDED TO THE PURCHASER.

Date of Notice: Friday, August 06, 2021
File No: ACU-20-020
Proposal: Request for verification of a non-conforming use
Applicant(s): Christianne Frick
PO Box 142
Langlois, OR 97450
Staff Planner: Crystal Orr, Planner I

Decision: **Denied.** All decisions are based on the record. This decision is final and effective at close of the appeal period unless a complete application with the fee is submitted by the Planning Department at 12 p.m. on **Monday, August 23, 2021**. Appeals are based on the applicable land use criteria. The proposal is subject to the following criteria: Verification of a Nonconforming use in the Industrial Zone pursuant to Coos County Zoning and Land Development (CCZLDO) § Article 5.6 Nonconforming. This proposal is not subject to review under Natural Hazards. **Civil matters including property disputes outside of the criteria listed in this notice will not be considered. For more information please contact the staff planner listed in this notice.**

Subject Property Information

Account Number:	1205804
Map Number:	29S140600-02501
Property Owner:	FRICK, CHRISTIANE PO BOX 142 LANGLOIS, OR 97450-0142
Situs Address:	49667 HIGHWAY 101 BANDON, OR 97411
Acreage:	8.96 Acres
Zoning:	INDUSTRIAL (IND)
Special Development Considerations and overlays:	BANDON AIRPORT CONICAL ZONE (ABC) BANDON URBAN GROWTH BOUNDARY (BGB) NATIONAL WETLAND INVENTORY SITE (NWI)

This notice shall be posted from August 6, 2021 to August 23, 2021

The purpose of this notice is to inform you about the proposal and decision, where you may receive more information, and the requirements if you wish to appeal the decision by the Director to the Coos County Hearings Body. Any person who is adversely affected or aggrieved or who is entitled to written notice may appeal the decision by filing a written appeal in the manner and within the time period as provided below pursuant to Coos County Zoning and Land Development Ordinance (CCZLDO) Article 5.8. If you are mailing any documents to the Coos County Planning Department the address is 250 N. Baxter, Coquille OR 97423. Mailing of this notice to you precludes an appeal directly to the Land Use Board of Appeals.

Mailed notices to owners of real property required by ORS 215 shall be deemed given to those owners named in an affidavit of mailing executed by the person designated by the governing body of a county to mail the notices. The failure of the governing body of a county to cause a notice to be mailed to an owner of a lot or parcel of property created or that has changed ownership since the last complete tax assessment roll was prepared shall not invalidate an ordinance.

The application, staff report and any conditions can be found at the following link: <http://www.co.coos.or.us/Departments/Planning/PlanningDepartment-Applications2020.aspx> . The application and all documents and evidence contained in the record, including the staff report and the applicable criteria, are available for inspection, at no cost, in the Planning Department located at 225 North Adams Street, Coquille, Oregon. Copies may be purchased at a cost of 50 cents per page. The decision is based on the application submittal and information on record. The name of the Coos County Planning Department representative to contact is Crystal Orr, Planner I and the telephone number where more information can be obtained is (541) 396-7770.

Failure of an issue to be raised in a hearing, in person or in writing, or failure to provide statements of evidence sufficient to afford the Approval Authority an opportunity to respond to the issue precludes raising the issue in an appeal to the Land Use Board of Appeals.

Reviewed by: Crystal Orr **Date:** Friday, August 06, 2021 .
Crystal Orr, Planner I

This decision is authorized by the Coos County Planning Director, Jill Rolfe based on the staff's analysis of the Findings of Fact, Conclusions, application and all evidence associated as listed in the exhibits.

EXHIBITS

Exhibit B: Vicinity Map

The Exhibits below are mailed/emailed to the Applicant, Board of Commissioners and Planning Commission only. Copies are available upon request or at the following website:<http://www.co.coos.or.us/Departments/Planning/PlanningDepartmentApplications-2020.aspx> . **or by contacting the Planning Department at (541) 396-7770.**

Exhibit C: Staff Report -**Findings of Fact and Conclusions**

Exhibit D: Comments Received (No Comments Received)

Exhibit E: Submitted Application

EXHIBIT "B"
Vicinity Map

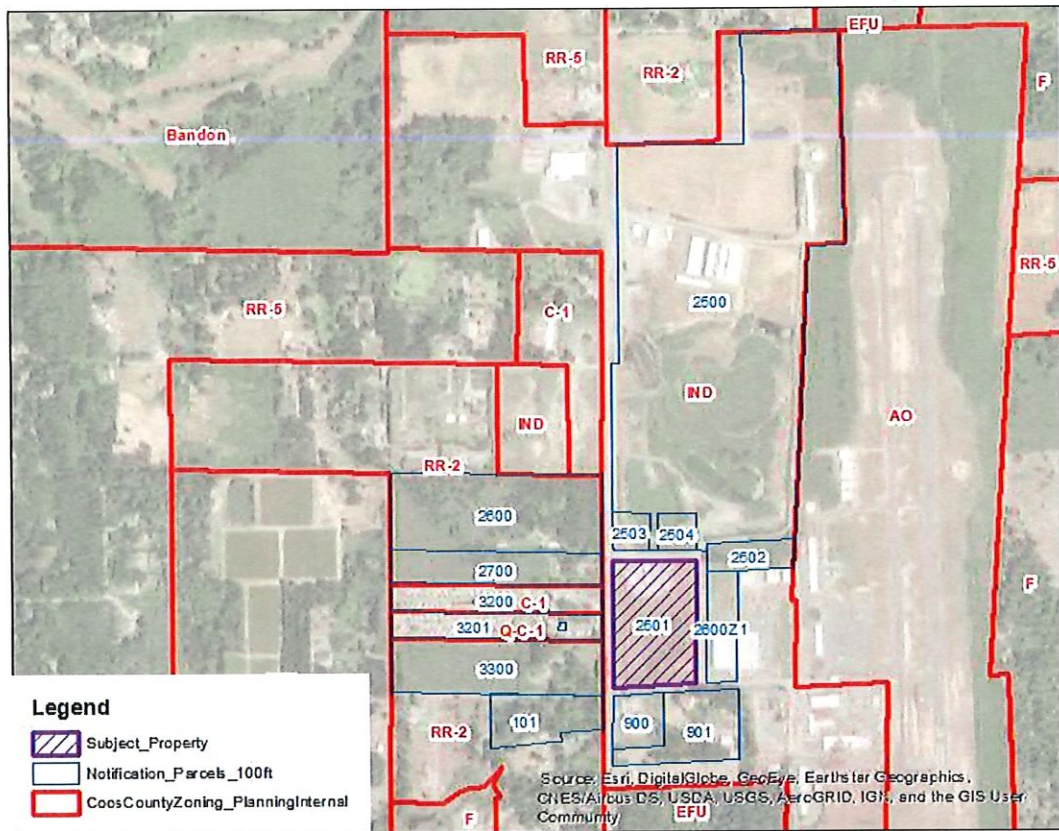


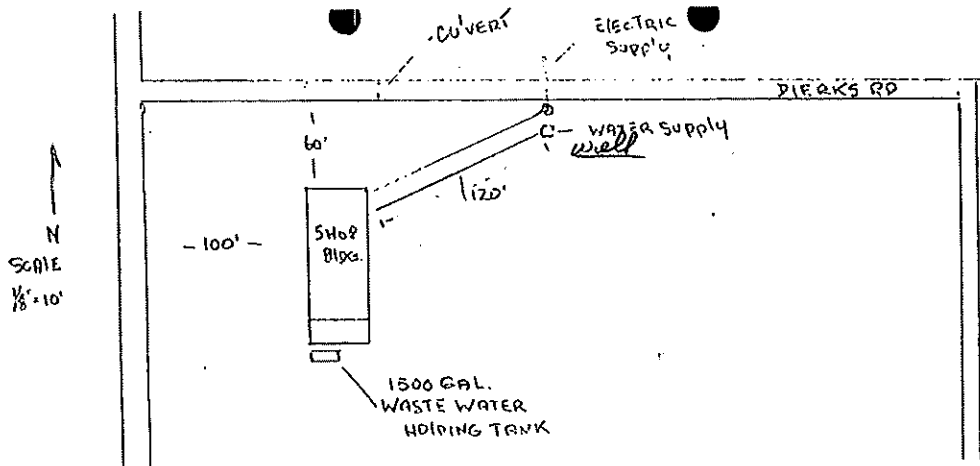
COOS COUNTY PLANNING DEPARTMENT

Mailing Address: 225 N. Adams, Coquille, Oregon 97423
Physical Address: 60 E. Second, Coquille Oregon
Phone: (541) 396-7770
TDD (800) 735-2900



File: ACU-20-020
Applicant/ Owner: Christiane Frick
Date: July 15, 2021
Location: Township 29S Range 14W Section 06 TL 2501
Proposal: Administrative Conditional Use





Below is the completion certificate for the permit to install the system from DEQ and at the time this was detailed site plan provided. It states there will be an office in the shop and not a dwelling. This permit was issued on January 20, 1989.

Total Rock Depth _____ Inches. Below Pipe _____ Inches. Above Pipe _____ Inches. Rake Sidewall
 Minimum sized tank-1500 gal. Tank to be installed at least 5 feet from building. Riser required to ground surface to facilitate removal of contents. Equip with audible and visual alarm to indicate when tank is 75% full. Holding tank to be anchored to prevent floating. Contract required with pumper and disposal facility. Annual inspection required. If site is rented or leased to new party, a PRE-COVER INSPECTION REQUIRED - CONTACT new construction permit will be required along with new contracts.

CERTIFICATE OF SATISFACTORY COMPLETION

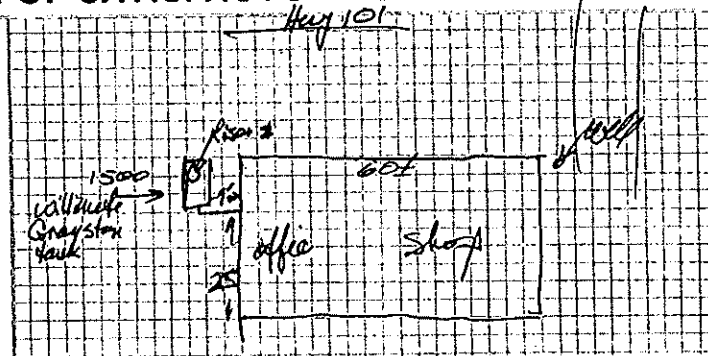
As-Built Drawing
with Reference Locations

Installer Drexler

Final Insp. Date 6-1-88

Issued by Operation of Law

Pre cover inspection waived pursuant to OAR 340, Division 71



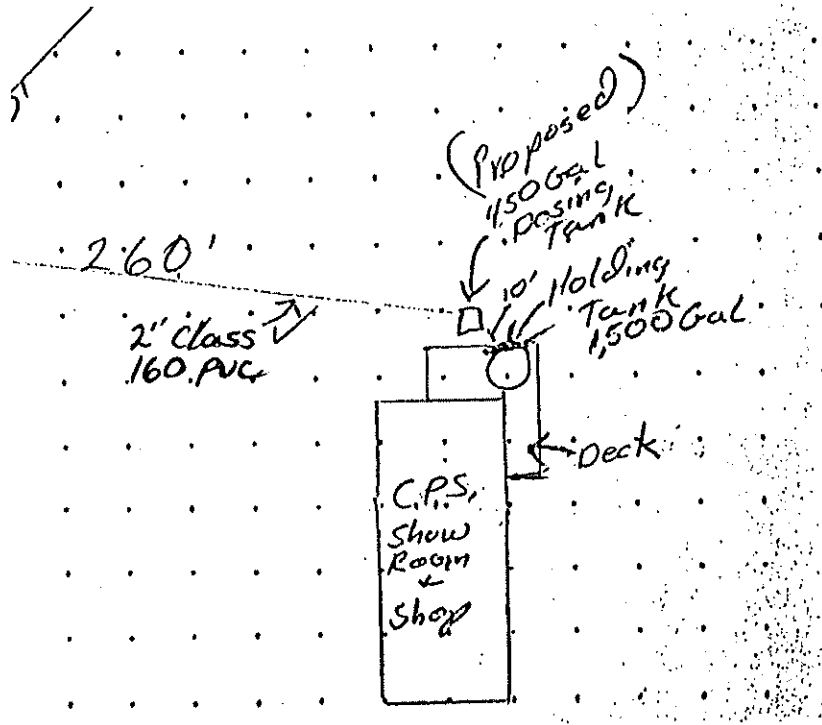
On September 8, 1989 a Zoning Clearance Letter was issued to site an accessory structure. The notes indicate that the applicant stated there was an existing caretaker dwelling on the property but there does not seem to be any other indication the caretaker residence was constructed. At that time the caretaker dwelling could have been built in conjunction with an approved industrial use. The use requested was for an accessory structure with no indication as to what it was accessory to.

August 14, 1996 a Zoning Compliance Letter was issued to site an additional shop building to be used for the repair and sales of tractors. It was noted that the watchman/caretaker dwelling was permitted in conjunction with this permitted Industrial Use and the applicant had shown on a site plant that there is a repair shop, retail store and watchman/caretaker. If there was an approved Industrial Use the caretaker dwelling

could be permitted. This is not a rental unit but a dwelling unit accessory to the primary industrial use of the property.

September 16, 1997 a Zoning Compliance Letter was applied for and granted. On the compliance letter the existing improvements provided from the applicant, Joyce Hortense, were an existing dwelling (Watchman/Caretaker dwelling), 40x80x16 Tractor Repair and Sales, 30x50x16 storage building for tractor repair; 40x80x14 additional shop for tractor repair and sales. The improvements seem to be supported by past approval requests and the Heavy equipment repair and sales had not changed. The authorization was to site an on-site septic system and replace the holding tank. Said septic system will be for the 40x80x16 Tractor Repair and Sales Shop and for the 40x80x14 shop authorized under ZCL-96-398.

1997-1999 - DEQ permits were issued to the commercial facility only noting that septic was not for residential purposes. The site plan provided to DEQ does not show any type of residence applied for at this time.



The certificate of satisfaction is very clear that the septic system is for the Commercial Facility only. The clearance granted approval only for the new buildings and DEQ approval states the septic system is for the commercial facility only.

Design Sewage Flow 300 Gallons/Day

Tank Volume 1,500 Gallons Disposal Trenches Seepage Bed(s) Square Feet

Maximum Depth 12 Inches. Minimum Depth 12 Inches. 200 Linear Feet

Equal Loop Serial Pressurized Minimum Distance Between Trenches 10 Foot Centers

Total Rock Depth 12 inches. Below Pipe 6 inches. Above Pipe 2 inches. Rake Sidewall

Special Conditions (Follow Attached Plot Plan) SEE REVERSE FOR INSTRUCTIONS AND INSPECTIONS. FOR COMMERCIAL FACILITY ONLY!!!

PRE-COVER INSPECTION REQUIRED — CONTACT DEQ 269-2721

CERTIFICATE OF SATISFACTORY COMPLETION

As-Built Drawing
with Reference Locations

Installer Brandwell & Seple

Final Insp. Date 1-21-99

Inspected By Del Clinc

Issued by Operation of Law

Pre-cover inspection waived pursuant to OAR 340, Division 71

12-4-97 Borrow S&K material OK surface soil

2:00

4-2-98 J amp test OK Material OK
DF trenches OK
pending curtain drain completion

1-21-99 Curtain drain completed

System installed for two commercial buildings — No Residential use allowed — system installed as per submitted as-built diagram, material list and inspection notes

April 15, 2003 a pre-application meeting was scheduled with the property owners to discuss a rezone of a portion of the property to site a House of Worship. The application did not indicate any other development was located on the property other than a tractor repair and retail business. A formal rezone request was not submitted following the pre-application meeting on April 22, 2003. The property transferred ownership in 2004.

2004 – A site plan request was made to change the use the property for retail lumber sales and expand the buildings. The original site plan was denied and appealed. Through the appeal process the lumber sales and storage was allowed. The plan did not request the use of a caretaker dwelling and that use expired. There are no records that indicated the caretaker residence received building permits. The only septic note was during the first site evaluation and that was for a two-bedroom dwelling. Due to the fact the holding tank was removed and replaced with an onsite subsurface system to only serve the 40x80x16 Tractor Repair and Sales Shop and for the 40x80x14 shop authorized under ZCL-96-398 it seems clear the intent was not including a watchman/caretaker dwelling. The apartment does not show on any the assessment records. All the site plans drawn to date do not show the existing internal dwelling. At the time the site plan was submitted to change and expand the use in 2004 the request to continue the use of a caretaker dwelling should have been requested. The site plan should have included all existing and proposed improvements. Staff did request more information through that process as well as this one.

2015 – A request to site a Furniture Display Pavilion in conjunction with the approved use was requested. The site plan did not indicate that the shop that has the retail business had a caretaker residence. A building permit was finalized for the Pavilion July 9, 2015. There were no other building permit available.

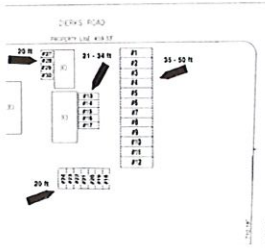
On July 21, 2020 a Research Request was received by the Coos County Planning Department. The request was for the background permitting of the property A response was sent on July 31, 2020, outlining the background information for the property.

The current use of this property appears to be “Bandon RV & Boat Storage” which has not received any type of permit approvals and is considered a violation.

bandonrvstorage.com/?fbclid=IwAR2i8rqRL4Wgn3D4Ww9vi3Aef0lcJ34ak_joiKgZ4kLvojPQuftJ_gitSVs

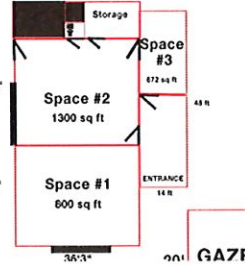
Bandon RV & Boat Storage [Call Now](#) [Get Directions](#)

UPDATES



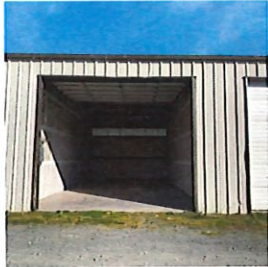
Posted on Apr 14, 2021
Outdoor spaces available

[CALL NOW](#)



Posted on Apr 14, 2021
AVAILABLE NOW

[CALL NOW](#)



Posted on Mar 3, 2020
Indoor and Outdoor Storage available

[CALL NOW](#)

As you can tell there has been modifications to the structure to create rental spaces but there are no planning or building approvals for this change in use.

Bandon RV & Boat Storage [Call Now](#) [Get Directions](#)








AVAILABLE NOW: (SEE PHOTO)

Shop Space (building along HWY 101 front) available which can be divided into 3 units:

SPACE #1: 800 sq ft with 110 + 220 outlets and one 12 x 14 sliding door \$ 650 incl. electric

SPACE #2: 1,100 sq ft with 110 + 220 outlets and one 12 x 14 sliding door, plus one toilet and storage room which included water hookups \$ 1050 incl. electric

SPACE #3: 672 sq ft showroom with series of 6 large windows opening towards the HWY 101 (Concrete flooring) The unit includes a 20 x 20' gazebo which can be used for many purposes \$ 800 incl. electric

The building is a metal-framed concrete floor warehouse 16 to 22ft height and two 12 x 14 ft sliding doors.

The showroom is attached to the warehouse. As of now, the building can be rented as one unit for \$ 2,200 per month plus \$ 150 electric (depending on usage).

Rates:

Indoor Shop Storage - all rented!!!

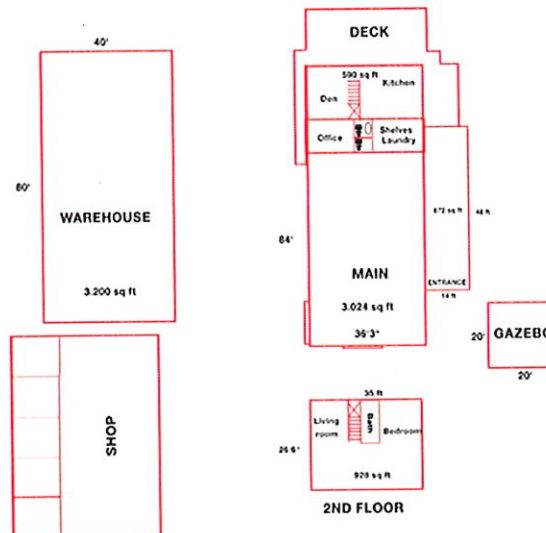
Call to sign up for waiting list

18 x 38' approx 700 sq. ft. \$ 500/month

26 x 38' approx 1000 sq. ft. \$ 700/month

Outside storage sizes and rates:

Furthermore, when staff was reviewing the current use this property had been advertised on a commercial leasing site with a site plan that seems to show some type of living area but does not seem to be consistent with any type of the permits issued. It shows that someone has converted the end of the building to have the components for a dwelling. There are other websites in which that describe 49667 Highway 101, Bandon, OR as a lumber & wood product manufacturing property that contains 306 Sq. ft of livable space and was built in 2016 (not confirmed).



- C. **COMPLIANCE PURSUANT TO SECTION 1.1.300:** It shall be unlawful for any person, firm, or corporation to cause, develop, permit, erect, construct, alter or use any building, structure or parcel of land contrary to the provisions of the district in which it is located. No permit for construction or alteration of any structure shall be issued unless the plans, specifications, and intended use of any structure or land conform in all respects with the provisions of this Ordinance, unless approval has been granted by the Hearings Body.

Staff has reviewed the property history and county files to determine that at this time the property is not in compliance. There is an unpermitted business and possible unpermitted living space.

II. BASIC FINDINGS:

- A. **LOCATION:** The subject property is located south of the City of Bandon off U.S. Highway 101 at 49667 Highway 101, Bandon, OR 97411.
- B. **ZONING:** - This property is zoned Industrial (IND).

ARTICLE 4.2 – ZONING PURPOSE AND INTENT
SECTION 4.2.300 COMMERCIAL AND INDUSTRIAL
Industrial (IND)

The intent of the Industrial designation applies to sites potentially needed for industrial development. Use of the designation is not restricted to urban growth areas.

The purpose of the “IND” district is to provide an adequate land base necessary to meet industrial growth needs and to encourage diversification of the area’s economy accordingly. The “IND” district may be located without respect to Urban Growth Boundaries, as consistent with the Comprehensive Plan. The “IND” designation is appropriate for industrial parcels that are needed for development, as consistent with the Comprehensive Plan.

C. SPECIAL DEVELOPMENT CONSIDERATIONS AND OVERLAYS:

SECTION 4.11.125 Special Development Considerations: The considerations are map overlays that show areas of concern such as hazards or protected sites. Each development consideration may further restrict a use. Development considerations play a very important role in determining where development should be allowed in the Balance of County zoning. The adopted plan maps and overlay maps have to be examined in order to determine how the inventory applies to the specific site

SECTION 4.11.200 Purpose: Overlay zones may be super-imposed over the primary zoning district and will either add further requirements or replace certain requirements of the underlying zoning district. The requirements of an overlay zone are fully described in the text of the overlay zone designations. An overlay zone is applicable to all Balance of County Zoning Districts and any zoning districts located within the Coos Bay Estuary Management Plans when the Estuary Policies directly reference this section.

This property does contain Wetlands and is in an Airport Overlay. However, no development is being proposed. Therefore, additional review was not required.

D. SITE DESCRIPTION AND SURROUNDING USES: The subject property is zoned Industrial (IND) and contains approximately 8.96 acres. This property is located along Highway 101 south of the City of Bandon. There is little vegetation on the subject property. The property is surrounded by a mixture of uses including residential, commercial, and industrial. The last use that was approved on this property was for a lumber sale, furniture manufacturing and sales. From the property details there is no proof the approved use has continued.

E. COMMENTS:

- a. **PUBLIC AGENCY:** This property did not require any request for comments prior to the release of the decision.
- b. **PUBLIC COMMENTS:** This property did not require any request for comments prior to the release of the decision.
- c. **LOCAL TRIBE COMMENTS:** This property did not require any request for comments prior to the release of the decision.

E. LAWFULLY CREATED UNIT OF LAND: The unit of land was created pursuant to 6.1.125.1.e by deed or land sales contract, if there were no applicable planning, zoning, or subdivision or partition ordinances or regulations that prohibited the creation. Prior to 1986 properties were allowed to be created by deed or sale agreement and this property was created prior to 1986, *see* Deed Document 80-5-0292.

III. STAFF FINDINGS AND CONCLUSIONS:

a. **SUMMARY OF PROPOSAL AND APPLICABLE REVIEW CRITERIA:**

Verification of a Nonconforming use in the Industrial Zone pursuant to Coos County Zoning and Land Development (CCZLDO) § Article 5.6 Nonconforming.

b. **KEY DEFINITIONS:**

ACTIVITY: Any action taken either in conjunction with a use or to make a use possible. Activities do not in and of themselves result in a specific use. Several activities such as dredging, piling and fill may be undertaken for a single use such as a port facility. Most activities may take place in conjunction with a variety of uses.

DEVELOP: To bring about growth or availability; to construct or alter a structure, to conduct a mining operation, to make a physical change in the use or appearance of land, to divide land into parcels, or to create or terminate rights to access.

DEVELOPMENT: The act, process or result of developing.

USE: The end to which a land or water area is ultimately employed. A use often involves the placement of structures or facilities for industry, commerce, habitation, or recreation.

ZONING DISTRICT: A zoning designation in this Ordinance text and delineated on the zoning maps, in which requirements for the use of land or buildings and development standards are prescribed.

DWELLING: Any building that contains one or more dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes.

ARTICLE 5.6 NONCONFORMING

SECTION 5.6.100 NONCONFORMING USES:

The lawful use of any building, structure or land at the time of the enactment or amendment of this zoning ordinance may be continued. Alteration of any such use may be permitted subject to Sections 5.6.120 and 5.6.125. Alteration of any such use shall be permitted when necessary to comply with any lawful requirement for alteration in the use. Except as provided in ORS 215.215 (Reestablishment of nonfarm use), a county shall not place conditions upon the continuation or alteration of a use described under this Section when necessary to comply with state or local health or safety requirements, or to maintain in good repair the existing structures associated with the use. A change of ownership or occupancy shall be permitted.

SECTION 5.6.110 INTERRUPTION OR ABANDONMENT OF NONCONFORMING USES: *A non-conforming use or activity may not be resumed if it was subject to interruption or abandonment for more than one (1) year, unless the resumed use conforms to the requirements of zoning ordinances or regulations applicable at the time of the proposed resumption.*

SECTION 5.6.120 ALTERATIONS, REPAIRS OR VERIFICATION:

Alterations, repairs or verification of a nonconforming use requires filing an application for a conditional use (See CCZLDO Article 5.2). All such applications shall be subject to the provisions of Section 5.6.125 of this ordinance and consistent with the intent of ORS 215.130(5)-(8). Alteration of any nonconforming use shall be permitted when necessary to comply with any lawful requirement for alteration in the use. The County shall not condition an approval of a land use application when the alteration is necessary to comply with State or local health or safety requirements, or to maintain in good repair the existing structures associated with the use.

FINDING: The request from the applicant is to verify the dwelling unit located within the 1988 Shop Structure. Currently in the IND zone a watchman/caretaker dwelling can be allowed as a temporary dwelling. Watchman/caretaker dwelling – Permitted on properties that have industrial, commercial, or recreational uses to provide security but not on properties that already contain a single-family dwelling. The dwelling shall be temporary and movable (RV or Manufactured Dwelling). The dwelling shall be only sited if there is an existing approved use and this use are serving as an accessory use. The applicant has chosen to justify the current depicted dwelling has been in place for more than 20 years. To make this case the applicant shall provide evidence showing the use could have sited legally, the extent of the use that existed and it has not been interrupted or abandoned for more than one year. Staff did reach out to the applicant to try to obtain additional information but has not been able to obtain records to support the extent and nature of the dwelling. However, because the application has been submitted for review staff has applied all the resources available to make the determination.

SECTION 5.6.125 CRITERIA FOR DECISION:

When evaluating a conditional use application for alteration or repair of a nonconforming use, the following criteria shall apply:

- 1. The change in the use will be of no greater adverse impact to the neighborhood;*
- 2. The change in a structure or physical improvements will cause no greater adverse impact to the neighborhood; and*
- 3. Other provisions of this ordinance, such as property development standards, are met.*

For the purpose of verifying a nonconforming use, an applicant shall provide evidence establishing the existence, continuity, nature and extent of the nonconforming use for the 10-year period immediately preceding the date of the application, and that the nonconforming use was lawful at the time the zoning ordinance or regulation went into effect. Such evidence shall create a rebuttable presumption that the nonconforming use lawfully existed at the time the applicable zoning ordinance or regulation was adopted and has continued uninterrupted until the date of the application.

FINDING: The first three criteria under this section are not relevant to a verifying the nonconforming use but are in place to review alteration or modifications to nonconforming uses. The other criteria in this second that is required to be address is the last paragraph.

The only reason this is seen as a nonconforming use is none of the permitting agencies have any proof on file that the unit was constructed, and the current law only allows for watchman/caretaker dwelling unit shall be moveable (RV or Manufactured).

The applicant submitted a letter from Mr. John Guynup stating that he was a long-time neighbor of Steve Joyce and visited with him several times in his residence within the shop building until the time he sold it. The letter does not describe the dwelling to allow the determination of the extent of the development. The property was sold in 2004 and there is no other information provided to allow staff to address the existence, continuity, nature and extent of the nonconforming use for the 10-year period immediately preceding the date of the application. There was a letter from Mr. Stephen Joyce stating that he was a former tenant of the property, and that his parents had purchased the property. Mr. Joyce stated that an apartment was built in 1988 and that he personally stayed in the apartment for a short time. This seems to contradict what Mr. Guynup stated in his letter as he stated that Steve lived in the building for years until the property was sold. A The only other item provide was a "Fast People Search" for public records that states that Mr. Stephen Joyce lives in Lakeside Oregon and had listed a past address (Homes, Rental Properties, businesses, apartments, condos and/or other real estate associated with Stephen Joyce) which does not provide proof he lived on site to show continuance of the use and just that an address is associated with his name which could be explained by the business.

The applicant did not provide evidence that the nonconforming use of the dwelling unit has been in existence for the last 10-year period preceding the date of this application. Staff reached out to the applicant in February 2021 to let her know that the information provided was not adequate. Ms. Frick asked for more time to provide the information. Ms. Frick was able to provide more information, but not enough information to prove that the apartment was sited and remained in use. Staff reached out to DEQ, Coos County Assessor's Office and State Building Codes to try to get verification information on the apartment, none of the agencies had any type of evidence that an apartment existed or that has continued to exist without abandonment.

Due to the facts of the matter and given the property is currently in violation of operating a storage facility staff cannot determine based on evidence provided that the dwelling unit is a nonconforming use. If the applicant would like to have the decision reconsidered with additional evidence she may.

VI. DECISION:

There is not enough evidence to adequately address the criteria for a verification of a non-conforming use application, therefore, this request has been denied.

VII. NOTICE REQUIREMENTS:

A notice of decision will be provided to property owners within 100 feet of the subject properties and the following agencies, special district or parties:

DLCD
Planning Commission
Board of Commissioner
City of Bandon
Southern Coos Health District
Bandon Rural Fire Protection District

EXHIBIT "E"
APPLICATION SUBMITTED



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

FILE NUMBER: ACU-20-020

Date Received: 10/27/20 Receipt #: 220894 Received by: MB

This application shall be filled out electronically. If you need assistance please contact staff.
 If the fee is not included the application will not be processed.
 (If payment is received on line a file number is required prior to submittal)

LAND INFORMATION

A. Land Owner(s) Christiane Frick

Mailing address: PO Box 142, Langlois, OR 97450

Phone: 541-702-1330 Email: chris@floraslakerental.com

Township: 29S Range: 14W Section: 6 ¼ Section: Select 1/16 Section: Select Tax lots: 2501

Select Select Select Select Select

Tax Account Number(s): 12058.94 Zone: Select Zone Commercial-1 (C-1)

Tax Account Number(s) Industrial

B. Applicant(s) Christiane Frick

Mailing address: (see above)

Phone: _____

C. Consultant or Agent: _____

Mailing Address _____

Phone #: _____ Email: _____

- Type of Application Requested**
- | | | |
|--|--|---|
| <input type="checkbox"/> Comp Plan Amendment | <input type="checkbox"/> Administrative Conditional Use Review - ACU | <input type="checkbox"/> Land Division - P, SUB or PUD |
| <input type="checkbox"/> Text Amendment | <input type="checkbox"/> Hearings Body Conditional Use Review - HBCU | <input type="checkbox"/> Family/Medical Hardship Dwelling |
| <input type="checkbox"/> Map - Rezone | <input type="checkbox"/> Variance - V | <input type="checkbox"/> Home Occupation/Cottage Industry |

Special Districts and Services

Water Service Type: On-Site (Well or Spring) Sewage Disposal: On-Site Septic

School District: Bandon Fire District: Bandon 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.

Christiane Frick Oct 21, 2020

Christiane Frick

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: 49667 HWY 101, Bandon, OR

Type of Access: County Road Name of Access: Dierks Drive

Is this property in the Urban Growth Boundary? No

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

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

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

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

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

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

By signing the application I am authorizing Coos County Roadmaster or 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 ready to be 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-

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): Christiane Frick
Mailing address: PO Box 142
Phone: 541-702-1330 Email: chris@lloraslakerental.com

Land Owner (print name): Christiane Frick
Mailing address: (see above)
Phone: _____ Email: _____

LOCATION

29S 14W 06 2501
Township Range Section Tax Lot

49667 HWY 101
Site address

commercial-industrial 8.96
Zone (s) Acreage

EXISTING IMPROVEMENTS Describe any improvements to the property such as any roads, structures, etc.
a two story residence was built into the 3.200 sq ft metal framed shop building as well as wood decking and fenced in yard.

Applicant Signature: Christiane Frick

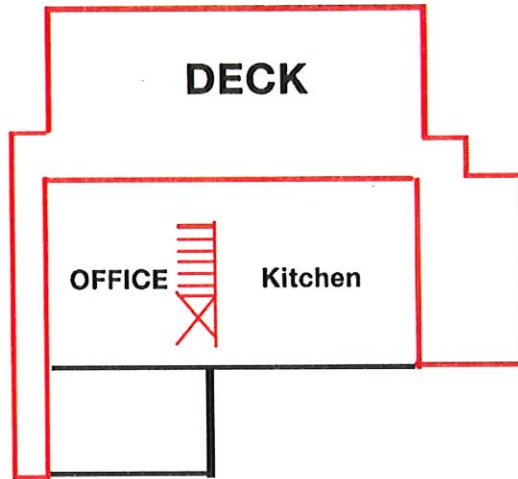
Through applying for this application I authorize the Coos County Roadmaster or designee to enter upon the property subject of the application to conduct a site visit necessary for processing the requested application. The applicant shall contact the Coos County Road Department to arrange for the site 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

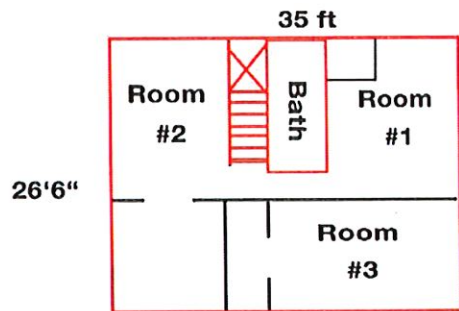
Roadmaster or designee: _____

Driveway Parking Access

Bonded Date: _____ Receipt # _____



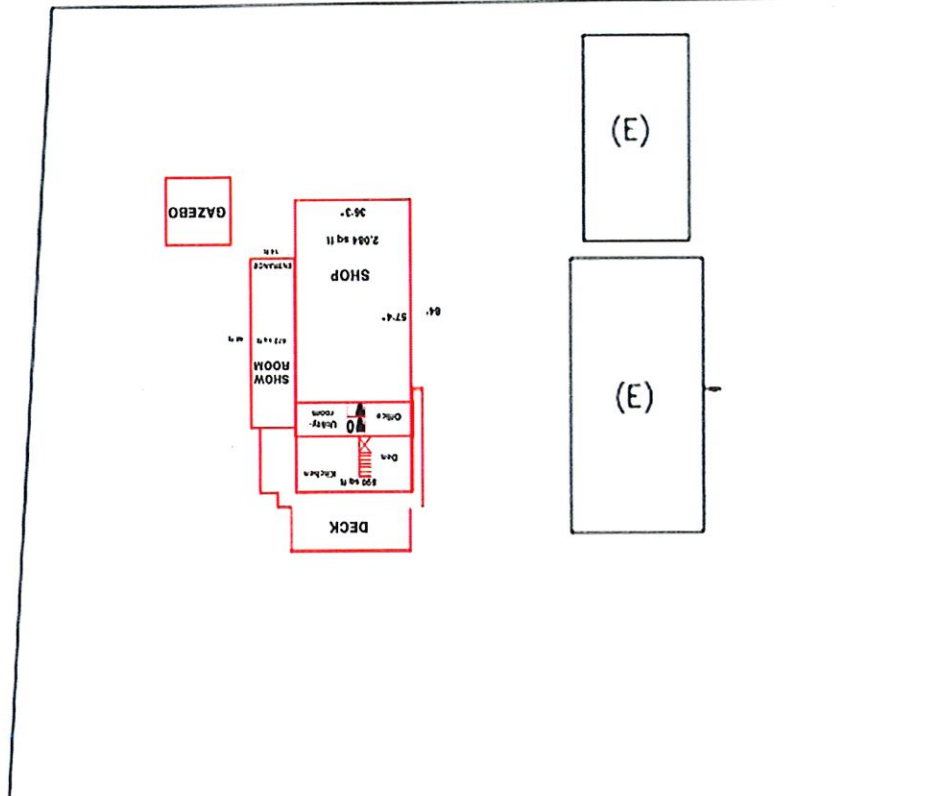
GROUND FLOOR
590 sq ft



2ND FLOOR
928 sq ft

DIERKS ROAD

PROPERTY LINE 459.33'



Conditional Use application

Christiane Frick
49667 HWY 101
Bandon, OR 97411

The site is defined by Map and Tax Lot, 29-14-06-2501.

The HWY 101 site is 8.96 acres in size, rectangular in shape, all of which is level with 745 feet of HWY 101 frontage including the curved section at the north end and lies about 2 miles south of Bandon City limits.

Loam soil with 7% Slopes Drains Well. See attached USDA Soil Map 49667. Overall the area is 114 feet above sea level.

There are three buildings on the property. The one building discussed in this application was constructed in 1988 and consist of the main shop and office as well as a residence. The building has 4,624 square feet, with a 1,887 square foot two-story residence and a 903 square foot outside deck. Part of the property is enclosed with a 3 foot high cyclone fencing. There is a well on the premises and a septic system.

The past use of the subject improvements was a farm and tractor equipment sales and service facility. This was conditionally permitted use, as is storage in connection with a primary use.

Criteria for decision:

1. The change of the use will be of no greater adverse impact on the neighborhood.
Answer: Since it has been there for over 20 years, it does not impact anyone. Besides, there are no close neighbors

2. The change in structure or physical improvements will cause no greater adverse impact to the neighborhood.
Answer: There will no changes since they have been made over 20 years ago

3. Other provisions of this ordinance, such as property development standards, are met.

Answer: Since I hired an official property management company with their own contractor to renovate the apartment, I am assuming al standards are met.

4. Verifying non-conforming use for 10 years prior to this application:

I purchased the property in 2008, revised in 2012 (Deeds attached) from my father, Nils Lau, Owner of Oregon Overseas Timber Co Inc.
The residence was already on the property when my father purchased the property in 2004. My father purchased the property for the primary usage as a retail site for Oregon Overseas Timber Co Inc.

Oregon Overseas Timber Co Inc. rented the residence to employees in order to provide on-site security. When I purchased the property, a lease agreement between Oregon Overseas Timber Co Inc. and myself was made. This lease agreement was terminated the end of 2018. Please find attached lease agreement between Christiane Frick and Oregon Overseas Timber CO Inc. as well as the last rental agreement between David Clausen and Oregon Overseas Timber Co Inc. made in April 2013. Unfortunately, I don't have any earlier rental agreements.

After Oregon Overseas Timber Co Inc. moved out including their employee Dave Clausen, I had to renovate the residence since it was in a terrible state. EL Edwards was hired as my property management company to manage the entire property and to take care of the renovations. The renovations were completed in April 2019 and the apartment was rented out to Benjamin Bean. See attached rental agreement.

Since I wasn't happy with EL Edwards as my property management company, I ended the agreement in March 2020. I advertised the apartment, which was again empty in Craigslist and Peter Mitich, moved in the beginning of April 2020. See attached rental agreement. Peter Mitich moved out July 31st, 2020. Since I now know that the apartment was never officially approved, it is not rented out again. I am hoping to get the apartment approved so new tenants can move in. I am looking for a caretaker to rent this space so he can take care of the property and the other tenants who are renting the storage spaces since I have no property management company.



Oregon Overseas Timber Co. Inc.

P.O. Box 1701, 87680 Kehl Lane, Bandon, OR 97411 U.S.A.
Phone (541) 347-4419 Fax (541) 347-2113 Email: info@ootoi.com

RENTAL AGREEMENT

Oregon Overseas Timber Co. Inc. (landlord) and David Clausen (tenant) hereby agree as follows:

- A. Oregon Overseas Timber will rent to the tenant the apartment at OOT's leased retail location 49667 Hwy 101 S, Bandon Oregon 97411, in agreement with management in order to provide on-site security.
- B. The landlords and the tenant agree as follows:
 1. The rent will be \$300.00 monthly (including electricity), paid from his monthly paycheck on the 20th of each month, starting 4/20/2013.
 2. It is the tenant's responsibility to maintain the grass areas surrounding the buildings, which are accessible via riding lawnmower.
 3. Garbage disposal will be the responsibility of the tenant.
 4. No entertaining or parties will be done except within the guest apartment.
 5. The renter herewith holds harmless the landlords for any liability that arises from my use or my allowing use by others of any and all parts of premises.
- C. The apartment is rented as an unfurnished property and the tenant agrees that the inventory attached hereto and incorporated by this reference is a true reflection of the furnishings at the time of occupancy. The renter further agrees that the furnishings are in good order and repair will be kept that way, normal wear and tear to be accepted.
- D. Either party may terminate this agreement by providing a written 30 day notice of termination.
- E. The tenant agrees to quite the premise at the end of the 30 day notice and waves any legal right to maintain occupancy for any reason.
- F. If any part of this agreement is set aside by any court the rest of the agreement will continue unaffected.
- G. If any collection or legal action arises from this agreement, the parties agree that any and all cost to the prevailing party will be paid by the other.
- H. This writing contains the entire agreement between the parties.

We set our hands this 1st day of April, 2013


Tenant - David Clausen


Ulrich Lau for Oregon Overseas Timber Co. Inc.



Sawmill and remanufacturing of Douglas Fir Clears - specializing in window stock - metric sizes
Utilizing Salvage logs from the forest floor, renewing a renewable resource





Oregon Overseas Timber Co. Inc.

P.O. Box 1701, 87680 Kehl Lane, Bandon, OR 97411 U.S.A.
Phone (541) 347-4419 Fax (541) 347-2113 Email: allenp@ootci.com

LEASE AGREEMENT

February 1, 2008

A lease agreement is entered into between Christiane Frick (landlord) and Oregon Overseas Timber Company (tenant) for use of the retail site property located at 49667 HWY 101, Bandon, OR, tax lots A#12058.04 and A#12058.94 as of September 1, 2008.

For valuable consideration of \$ 4,000 per month, the tenant does hereby lease said property and agrees to be responsible for all property and liability insurance, property taxes and any improvements beneficial to the Company for its ongoing operations. All maintenance and repairs shall be tenants responsibility.

The lease fees shall be due and payable as of the first of each month.

Any and all improvements shall become the property of the landlord at the term of the lease.

The term of this lease shall be for five (5) years with the option of three (3) extensions of the original term.

The legal description is:

Beginning at the Southwest corner of section 6, township 29 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, thence proceeding East 30 feet to a reference pipe for said Section corner that is also on the East right of way line of Highway 101; thence North 00 10' 04" West 61.68 feet along said right of way to the true point of beginning on the North right of way line of Kehl Lane; thence North 86 55' 54" East 498.25 feet along said North right of way; thence north 00 47' 23" East 701.18 feet along the West right of way line of Run-Weigh Road to a point of curvature on a curve to the left, having a radius of 20 feet; thence 31.75 feet along said curve to the point of tangency; thence South 89 49' 56" West 459.33 feet to a point of curvature of a curve to the left, having a radius of 30 feet; thence a distance of 47.12 feet around said curve to the point of tangency; thence South 00 10' 04" East 716.63 feet along said East right of way line of Highway 101 hereby returning to the point of the beginning.

Allen Price - Director

Christiane Frick

Oregon Overseas Timber Company
Certified lumber verified through SmartWood Certified Forestry in accordance with the principles and guidelines of the Forest Stewardship Council A.C.



Sawmill of Douglas Fir Clears - specializing in window stock - metric sizes
Utilizing Salvage logs from the forest floor, renewing a renewable resource



Member



MONTH TO MONTH RENTAL AGREEMENT

2A

Tenant(s): Benjamin Bean

Tenant(s): _____

Rented Premises: 49667 Hwy 101 Unit: _____

City: Bandon Oregon, Zip: 97411 Phone: 541-551-0734

Cell or Mobile: _____ Alternate Phone: _____

Email: bandonben@gmail.com Email: _____

Alternate Mailing: _____

Monthly Rent Amount \$ 1500- Due Date 1st Rent is payable on the 1st day of the month if left blank.

Month to Month Tenancy beginning 4/30/19 1st month's prorated rent from 4/30/19 to 5/1/19 is \$.100-

Late Fees		Move-in Accounting Rent & Deposits	
<p>If payment is not received by 11:59 p.m. on the <u>1st</u> day of the rental period Tenant(s) will be charged a late fee as follows: (select ONLY one)</p> <p><input checked="" type="checkbox"/> One charge per rental installment limited to the amount <u>\$ 75-</u> customary in rental area.</p> <p><input type="checkbox"/> Per-day fee shall not exceed 6% of the one-time late fee amount customary in rental area. \$ _____</p> <p><input type="checkbox"/> Incremental late fee shall not exceed 5% of monthly rent for each 5 days of delinquency or portion thereof. \$ _____</p>		<p>Security Deposit \$ <u>3000-</u></p> <p>Pet Deposit \$ _____</p> <p>Other Deposits \$ _____</p> <p>Pro-rated Rent \$ <u>100-</u></p> <p>1st Full Month's Rent \$ <u>1500-</u></p> <p>Last Month's Rent \$ _____</p> <p>Other <u>June/July rent</u> \$ <u>3000-</u></p> <p>Minus Deposit to Hold -- \$ _____</p> <p>Total Due \$ <u>7600-</u></p>	
Non-Compliance and Other Fees		Landscaping	
<p>Smoke Alarm and Carbon Monoxide Alarm tampering fee \$ 250.00</p> <p>Dishonored check fee (plus amount charged by bank) \$ 35.00</p> <p>Late payment of utility fee \$ 50.00*</p> <p>Failure to clean up animal waste, garbage or other waste \$ 50.00*</p> <p>Parking violation or other improper use of vehicle \$ 50.00*</p> <p>Smoking/Vaping in a clearly designated non-smoking/vaping unit or area \$ 250.00*</p> <p>Unauthorized pet capable of causing damage \$ 250.00*</p> <p><i>*see #18 for explanation</i></p>		<p>Tenants shall mow, water and maintain lawn and landscaping in like manner in which it was received, unless otherwise indicated in writing.</p>	
O=Owner Pays T=Tenant Pays		Furnished to Unit	
<p><input checked="" type="checkbox"/> Electricity <input type="checkbox"/> Water</p> <p><input checked="" type="checkbox"/> Cable <input type="checkbox"/> Sewer</p> <p><input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Garbage</p> <p>Other _____</p>		<p><input checked="" type="checkbox"/> Range <input type="checkbox"/> Disposal <input checked="" type="checkbox"/> Blinds</p> <p><input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Refrigerator</p> <p><input type="checkbox"/> Garbage Can <input type="checkbox"/> Dumpster</p> <p>Other _____</p>	
Medical Marijuana			
<p>No marijuana, medical or otherwise, may be grown, stored or consumed on the premises without the prior written consent of Owner/Agent.</p>			
Occupancy of Premises			
<p>Only the following person(s) shall occupy the premises: <u>Benjamin Bean</u></p>			

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Initials BBB



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Payments to Owner/Agent	For Services of Notices to Owner/Agent
Owner/Agent: <u>E L Edwards Realty II, Inc.</u> Address: <u>2707 Broadway</u> City/State/Zip: <u>North Bend, OR 97459</u> Phone: <u>(541) 756-0347</u> E-mail: _____	Same <input checked="" type="checkbox"/> Address: _____ City/State/Zip: _____
Emergency Contact for Tenant	
Person to notify in case of emergency or death of Tenant: (See # 12 page 3) Name: <u>Rochery Been</u> Relationship: <u>Mother</u> Address: _____ City: <u>Bandon</u> State: <u>OR</u> Zip: _____ Phone: <u>541-297-5266</u> Email: _____	
Utility or Service Charge Disclosure	Utility benefiting other Tenants or common area: _____
Basis for allocation of utility or service charge for common areas: Square footage by # of units <u>See Addendum #32</u> or: \$ _____ per _____ Utility fees charged must be paid by: _____ to avoid \$50 late fee.	
Parking - Storage - Mail	Disclosures
Parking Space(s) _____ Storage Space _____ Mail Box # _____	1) Recycling <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT available. 2) <input checked="" type="checkbox"/> If checked, Smoking is restricted/prohibited on the premises. (See attached Smoke Free Agreement.) 3) <input type="checkbox"/> If checked, the dwelling unit is located in a 100-year flood plain, as determined by the National Flood Insurance Program. 4) <input type="checkbox"/> If checked, the unit is listed for sale. 5) <input type="checkbox"/> If checked, the unit is in foreclosure or default. 6) <input checked="" type="checkbox"/> If checked, Owner/Agent may enter the exterior of the premises at any reasonable time for landscaping and/or maintenance. 7) Other: _____
Pets Allowed	
No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> If Yes, see attached Pet Agreement	
<p>1. Oversized and Water Filled Furnishings: No aquariums, water beds, pianos, or organs are allowed without the written consent of Owner/Agent.</p> <p>2. Guests: Written permission from the Owner/Agent is required if guest remains more than <u>7</u> days/nights in any <u>1</u> month period (if left blank then - 7 days/nights in any one month period.)</p> <p>3. Tenant Contact Info: Tenant(s) agrees to provide updated phone, cell and email address to Owner/Agent when applicable.</p> <p>4. Property Condition: Tenant(s) shall return premises to Owner/Agent in clean condition. The Owner/Agent's definition of "clean" is binding on all parties.</p> <p>5. Tenant and Guest Conduct: Tenant(s) shall restrict all sounds or noise to a reasonable volume. Tenant(s) and their Guest(s) shall conduct themselves in a manner that will not disturb their neighbor's peaceful enjoyment of their premises, including common areas.</p> <p>6. Notice of Absence: Tenant(s) shall notify Owner/Agent of any anticipated absence from the premises in excess of 7 days, no later than the first day of the absence.</p> <p>7. Entry into Premises: Tenant(s) shall not unreasonably withhold consent to Owner/Agent to enter premises to inspect, make repairs or improvements, or to show the unit to prospective buyers or tenants. Owner/Agent may enter the premises without consent in an emergency, to post notices, or at any reasonable time with 24-hour notice or with permission of Tenant(s) If boxes are checked, Tenant(s) agrees to allow the use of <input checked="" type="checkbox"/> text messages or <input checked="" type="checkbox"/> email, or both for the purpose of submitting maintenance requests to Owner/Agent and for providing 24-hour notice to enter by Owner/Agent to Tenant(s).</p> <p>8. Sublease: Tenant(s) shall not transfer their interest(s) in this agreement or sublet the premises, or any part of the premises.</p>	
2A Page 2 of 4 Initials <u>BRB</u>	



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9. Insurance: Owner/Agent will not be liable or responsible in any way for loss or damage to any property belonging to Tenant(s) or their guests unless caused intentionally or negligently by Owner/Agent. Tenant(s) is responsible to maintain their own fire and theft insurance for their personal property. Tenant(s) is also responsible for liability coverage for damage or fire caused by them or their guest's negligence. If checked, Tenant(s) must provide proof of liability insurance covering the pet(s) and shall make the Owner/Agent an Additional Insured for purposes of notification in case of cancellation of policy or reduction of coverage. If checked, Renter's Insurance is required - Tenant is also required to maintain minimum of \$100,000 liability coverage and add Owner/Agent as Interested Party. If Tenant(s) combined household income falls at or below 50% of the median for the area, Renter's Insurance may not be required.

10. Rent Increases: Rent may be increased with a 90-day written notice. Rent increases may not be effective prior to the end of the first year of occupancy.

11. Abandonment: Tenant(s) agrees that any belongings, personal property or motor vehicles left on the premises, after termination of tenancy by any means, shall be considered abandoned and may be disposed of in the manner provided by law.

12. Notices: All required notices shall be delivered in the manner provided by law to Owner/Agent or Tenant(s). Any notice served by first class mail ONLY, must include an additional 4 days for delivery including date of service. Where allowed by law; notices may be served by first class mail and on the same day attached in a secure manner to the main entrance to the portion of the premises of which the Tenant(s) has possession or to the Owner/Agent at the address provided. Tenant has designated the "person to notify in case of death or emergency" as the person, if the Tenant is living alone, having the same rights and responsibilities as the Tenant regarding personal property. Owner/Agent does not waive the right to terminate tenancy by simultaneously or subsequently served notices.

13. Use of Premises, Maintenance and Repair: The premises shall be used only as a dwelling unit. Tenant(s) shall use all electrical, plumbing, sanitary, heating, ventilation, air conditioning and appliances on the premises in a safe and reasonable manner. ALL REPAIR REQUESTS MUST BE SUBMITTED IN WRITING TO OWNER/AGENT.

14. Damage to Property: Tenant(s) is responsible for all damages to property or premises caused by stoppage of waste pipes or overflow of bathtubs, toilets, or washbasins, unless caused by circumstances beyond their control (such as roots in the pipes). Tenant(s) must pay for any damage to the building or furnishings other than normal wear and tear. Tenant(s) shall not tamper with or make any alterations to the premises, including changing locks, without written permission of Owner/Agent. Tenant(s) agrees that Owner/Agent is not required to make a repair caused by Tenant(s) in order for Tenant(s) to be liable for the cost of the repair. Tenant(s) may be held liable for rent while the dwelling unit is being cleaned or repaired, if the cleaning or repair results from the Tenant's noncompliance with this agreement. All damage caused by Tenant(s) shall be repaired or replaced at the Tenant's expense.

15. Hazardous Materials: Tenant(s) shall not store hazardous or flammable materials at the premises.

16. Smoke and Carbon Monoxide Alarms: Tenant(s) acknowledges the presence of a smoke alarm(s) and, if required, a carbon monoxide alarm(s) in fully operational condition in the unit. Tenant(s) is instructed to test the alarms at least every 6 months and replace the batteries as needed. Tenant(s) shall replace expired batteries with 10-year lithium batteries as required by law. Tenant(s) agrees that Owner/Agent is not liable for loss or damage due to the alarm's failure to operate. Tenant(s) is required to immediately notify Owner/Agent in writing of any malfunction of the alarm(s). Tenant(s) shall not remove or tamper with a properly functioning alarm, including removing any working batteries. Tenant(s) agrees to pay a fee of \$250.00 for each violation.

17. Limited Liability: Owner/Agent shall not be liable for damages of any kind caused by lack of heat, refrigeration, or other services to the premises arising out of any accident, act of God, or occurrence beyond the control of Owner/Agent. Tenant(s) further agrees to be responsible for and to pay for damages, fines, or fees incurred by Owner/Agent caused by acts of Tenant(s), pets, or guests.

18. Late Charges and Non-Compliance Fees: Owner/Agent may charge the following non-compliance fees after giving a written warning notice of initial violation if non-compliance occurs within one year, \$50.00 for 2nd violation, and \$50.00 plus 5% of current rent for each subsequent violation. Owner/Agent may charge a non-compliance fee of \$250 for the keeping of an unauthorized pet capable of causing damage. If after a written warning notice, the animal is not removed within 48 hours, or if there is a repeat violation after the service of a written warning notice for a previous violation within one year of the initial written warning, the Owner/Agent may impose an additional fee for each violation, with a maximum fee of \$250 per violation.

2A Page 3 of 4 Initials

BRB



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19. Carpet Cleaning: If Owner/Agent had the carpets cleaned using specialized equipment after the previous tenancy before the Tenant(s) took possession, Owner/Agent may deduct the cost of carpet cleaning from the Tenant's security deposit regardless of whether the Tenant(s) cleaned the carpets before delivery of possession of the premises.

20. Lease Enabllaw/Trespassing: Owner/Agent retains the power to exclude non-residents from the common areas of the property if they violate the rules of the complex. Owner/Agent retains control over the common areas of the premises for the purposes of enforcing state trespass laws and shall be the "person in charge."

21. Termination: Tenant(s) shall not terminate this agreement without giving 30 days' written notice; failure shall make Tenant(s) liable for up to 30 days' rent. Tenant(s) must provide a single forwarding address for final accounting. Owner/Agent may terminate this tenancy at any time, with or without a stated cause by giving Tenant(s) not less than 30, 60 or 90 days' notice as required by law. Owner/Agent may terminate this tenancy in the manner provided by law if Tenant(s) fails to pay rent and/or other charges, or to comply with any terms or conditions of this agreement. Any omission or misstatement on the application for this dwelling unit may, at the option of Owner/Agent, be grounds for termination of tenancy. Owner/Agent accepting partial payment does not waive the right to terminate tenancy if the balance of rent is not paid as agreed in writing. Acceptance of deposit on last month's rent does not constitute a waiver of Owner/Agent's right to terminate for nonpayment of rent. Rent or other charges owed by Tenant(s) shall be deducted from Tenant's security deposit after all Tenants vacate the premises.

22. Holdover Tenancy: Any holding over after the expiration of the rental term without written consent of Owner/Agent shall be deemed a willful holdover and Owner/Agent shall be entitled to rent and damages, including court fees if applicable.

23. Tenant(s) Jointly and Severally Liable: If the rental unit is occupied by more than one occupant it is agreed that each person will be responsible for the entire rent and all other charges until the account is paid in full. Any prepaid rents or deposits will not be applied until all Tenants legally vacate the premises.

24. Application of Payments: Owner/Agent may apply payments received by tenant(s) in the following order: A) Outstanding rent from prior months. B) Rent for the current month. C) Utility or service charges. D) Late rent charges. E) Damage claims and any other fees or claims owed by the tenant.

25. Legal and Collection Fees: Any funds due from Tenant(s) may be consigned to a Collection Agency, Small Claims Court or Circuit Court. Tenant(s) expressly authorizes Owner/Agent to collect any and all costs, fees, expenses, charges, and incurred interest associated with the attempt to collect any debt due under this agreement. Tenant's financial obligation expressly includes the actual debt and all other costs, fees, expenses, and charges including charges related to collection activity of a Collection Agency. Specifically, this authorization includes charges in excess of the original debt. Interest on the debt to be charged at a rate of 10% per annum, compounded monthly.

26. Unenforceable Provisions: If any portion of this agreement should be ruled unenforceable for any reason, all other portions of the agreement shall remain in full force.

27. Charges: Utility - Utility charges must be paid in full within 30 days of receipt of billing or Owner/Agent may assess a \$50 late fee. Any charges imposed on a owner/agent by a utility or service provider or on behalf of a local government for one or more municipal services or for the general use of a public resource related to the dwelling unit, including fees assessed to support street maintenance or transportation improvements, transit, public safety and parks and open space, but not including real property or income taxes or business licenses or dwelling inspection fees, may be passed through to Tenant(s) as allowed by law. HOA - Any charges imposed upon Owner/Agent by a Homeowner's or Condominium Association for anyone who moves into or out of a unit within the Association, may be passed through to the Tenant(s) for payment as allowed by law. Re-Key Mailbox(s) - If the mail receptacle associated with the dwelling unit is a locking type, Tenant(s) are solely responsible for the fees charged by the Postmaster for the re-keying of the box should a key not be provided by the Owner/Agent, or if the box has not been re-keyed between tenancies.

28. Attachments to the Agreement: The following are attached and are made a part of this agreement.

<input type="checkbox"/> # 3 Pet Agreement	<input checked="" type="checkbox"/> # 21 Deposit Refund	<input checked="" type="checkbox"/> # 33 Rules & Regulations
<input checked="" type="checkbox"/> # 9 Check In/Check Out	<input checked="" type="checkbox"/> # 27 Smoke/Vape Free Agreement	<input type="checkbox"/> # 41 Annual Recycling Notice
<input checked="" type="checkbox"/> # 11 Smoke Alarm & CO Agreement	<input checked="" type="checkbox"/> # 54 Mold Prevention	<input type="checkbox"/> # 51 Lead Paint Disclosure
<input type="checkbox"/> # 32 Contract Addendum	<input type="checkbox"/> # 52 Co-Signer Agreement	<input type="checkbox"/> Other _____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

26. Signature Block: Where used in this agreement "Owner/Agent" means "Landlord" as defined in ORS 90.100. All parties acknowledge having read and understand all pages and attachments to this agreement. All questions have been answered.

Tenant Benjamin Bean Date 4/29/19 Tenant _____ Date _____

Tenant _____ Date _____ Tenant _____ Date _____

Owner/Agent Nancy Mohr Date 4/29/19 2A Page 4 of 4



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4-30-19
 [Handwritten initials]





RULES & REGULATIONS

33

PROPERTY ADDRESS: 49667 Hwy 101 Bandon OR 97411

We want your home to be as comfortable, pleasant and convenient as possible. In order to promote the closest harmony between Tenant(s) and management, your observance of the following rules and regulations is required.

1. Do not open the door to strangers.
2. Doors of Tenants' dwellings should be kept locked. The Owner/Agent will not be responsible in any way for loss or damage to articles of property belonging to Tenant(s). The Tenant(s) must maintain in force his/her own fire and theft insurance for personal property and liability insurance coverage for damage, fire or injury caused by them, their pet or their guests.
3. No dogs, cats or other pets are allowed (this includes visiting pets) without written consent of the Owner/Agent. If the Tenant(s) keeps a pet (or allows a visiting pet) in violation of the rental agreement the Owner/Agent may terminate the agreement.
4. Water-filled furniture requires written consent of the Owner/Agent.
5. The Tenant(s) shall use the premises only as a dwelling. Disorderly conduct shall be grounds for notice to terminate the agreement. Tenant(s) shall restrict vocal, instrumental, radio and television noise to a reasonable degree of volume. Reasonable means during the day that it does not disturb others and during the night that it can not be heard outside the dwelling. Tenant(s) shall conduct themselves, and require their guests to conduct themselves, in a manner that will not disturb their neighbors' peaceful enjoyment of the premises.
6. Tenant(s) or their guests are not permitted to loiter in halls, stairways, entrances to buildings or landscaped areas. No toys or bicycles shall be left on walkways or stairways.
7. Tenant(s) shall keep all premises under his/her control clean, sanitary and free of accumulations of debris, filth, rubbish, garbage, rodents and vermin. Tenant(s) shall take particular caution against cigarettes and other fire hazards. Tenant(s) shall not house flammable materials as designated by the State Fire Marshal. Expense and/or damage caused by stopping slowing or clogging of waste pipes or overflow from bathtubs, showers, toilets or sinks must be paid by Tenant(s).
8. Time for use of laundry room (where applicable) will be designated by the Owner/Agent. The washing machines, dryers and laundry tubs must be cleaned by the Tenant(s) after using. Tenant(s) will observe other posted rules.
9. No more than the stated number of persons designated in the rental agreement shall occupy the unit. No additional persons are permitted to occupy the unit. Tenant(s) shall not transfer their interest to or in this rental agreement, nor shall Tenant(s) assign or sublet premises.
10. Owner/Agent shall not be liable for damages or Tenants' losses of any kind caused by the lack of heat, refrigeration or other services to the premises arising out of any accident, act of God, or occurrence beyond the control of the Owner/Agent.
11. Tenant(s) shall be responsible for testing smoke alarms and Carbon Monoxide alarms and reporting IN WRITING any malfunction to the Owner/Agent. Owner/Agent shall not be held liable in any civil action for damages for death or injury to persons or property resulting from the mechanical failure of a smoke alarm or Carbon Monoxide alarm required under Oregon law. Tenant(s) shall not remove or tamper with properly functioning smoke alarms or Carbon Monoxide alarms, including removing any working batteries.
12. No vehicles shall be repaired on the premises. No inoperable or dismantled vehicles shall be stored on the premises. Only vehicles that are licensed and street legal shall be stored on the premises.
13. Tenant(s) shall be required to discard garbage in sealed plastic garbage bags in order to insure sanitary conditions.
14. Tenant(s) shall not commit an act which is outrageous in the extreme. Such acts include, but are not limited to, the following: 1) Prostitution; 2) Manufacture, delivery or possession of a controlled substance; 3) Intimidation; 4) Burglary.
15. _____
16. _____

Nothing contained herein shall be construed as waiving any of the Owner/Agents' or Tenants' rights under the laws of the State of Oregon

Nancy M. King
 Owner/Agent
4/29/19
 Date

Benjamin Bean 4/29/19
 Tenant Date

 Tenant Date

 Tenant Date

 Tenant Date

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Tenant(s): Benjamin Bean et al (and all others)
 Tenant(s): _____ Unit: _____
 Address: 49667 Hwy 101
 City: Bandon OREGON Zip: 97411

- 1) **Purpose of this Agreement:** Both parties benefit from a smoke/vape-free environment. The Owner/Agent expects lower maintenance and cleaning costs and a reduced likelihood of fire. The Tenant expects to be exposed to less smoke or vapor, including secondhand smoke or vapor.
- 2) **Definitions:** "Smoking/Vaping" means inhaling, exhaling, breathing, carrying, or disposing of any lighted cigar, cigarette, or other tobacco product or similar substance, including marijuana.
- 3) **Agreement:** Tenant agrees to prohibit Smoking/Vaping in the Tenant's dwelling unit or, except as provided in Section 9 below, anywhere on the premises. Except as provided in Section 8 below, Owner/Agent agrees to prohibit Smoking/Vaping in the common areas, including the grounds. Tenant(s) further agree to properly dispose of Smoking/Vaping waste in a safe and reasonable manner.
- 4) **Tenant's duties:** Tenant will inform household members and visitors of this No Smoking/Vaping Policy. Tenant will enforce this policy in the Tenant's residence and on household members and visitors elsewhere on the premises. Tenant(s) will report to Owner/Agent in writing any incident of smoke or vapor migrating into Tenant's residence or any observed violation of the No Smoking/Vaping Policy.
- 5) **Owner/Agent's duties:** Owner/Agent may post No Smoking/Vaping signs around the premises so that residents, guests, and visitors will be warned that smoking is prohibited on the premises.
- 6) **No warranty:** Owner/Agent does not warrant the premises will be free of smoke/vapor or second-hand smoke/vapor. Owner/Agent does not warrant that air quality in the dwelling unit will be higher than in any other rental property. Owner/Agent is not a guarantor of Tenant's health.
- 7) **Material breach:** A violation of this agreement by the Tenant is a material violation of the rental agreement and constitutes cause for termination under ORS 90.392.
- 8) **Noncompliance fees:** Owner/Agent may charge a noncompliance fee of \$250 for subsequent violations of this agreement that occur 24 hours after the issuance of a written warning notice as allowed by ORS 90.302, for smoking or vaping in a clearly designated nonsmoking or vaping unit or area of the premises.
- 9) **Areas where Smoking/Vaping is allowed:** 10 ft from all doors and windows

Tenant Benjamin Bean Date 4/29/19

Tenant _____ Date _____

Tenant _____ Date _____
 Owner/Agent [Signature] Date 4/29/19

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Owner/Agent _____ Date _____



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DEPOSIT REFUND CHECK LIST 21

Tenant Name(s): Benjamin Bean et. al (and all others)
 Address: 49667 Hwy 101 Unit: _____
 City: Bandon, OREGON Zip: 97411

The refund of your deposit will be based, in part, on cleaning the following items after moving out:

- All appliances inside and out, and underneath.
- All cabinets and drawers inside and out.
- All light fixtures, all bulbs must be present and working.
- All baseboards, door casings, and trim.
- All window coverings and blinds.
- All ceilings and walls as needed.
- All heating units; vacuumed as necessary. Filters cleaned and/or replaced.
- Fireplace, woodstove and hearth area.
- All plumbing fixtures (sinks, tub, showers, toilets and faucets).
- All shower tile, tubs and enclosures including tracks and doors.
- All windows inside and out, including windowsills and tracks.
- All interior and exterior doors inside and out including tracks.
- All porches, decks, patios, walkways and garage swept and cleaned.
- All floors swept, mopped (waxed if necessary).

X BRB

The following needs to be completed:

- All garbage, trash and debris removed to appropriate receptacles.
- Lawn and grounds trimmed, mowed, and beds weeded if applicable.
- All final utility bills paid.
- All house keys, mail keys and garage door openers must be returned.
- Batteries must be present and working in Smoke and Carbon Monoxide Alarms.
- Property left in as good condition as when received – ordinary wear and tear expected.
- Provide one forwarding address to Owner/Agent for all occupants.

General condition of unit:

- 1.) Report any needed repairs
- 2.) If there are tenant-made changes, consult with Owner/Agent to determine whether areas needs to be returned to original condition or change may remain.

Tenant items left at property:

- 1.) Tenant may be charged storage fees for items left at the unit.
- 2.) Tenant may incur charges for disposal of items left at the unit.

If a Tenant fails to clean the rental or causes damages, the Owner/Agent may charge rent for the number of days that it takes to prepare the rental to rentable condition.

The final accounting on the deposit will occur within 31 days after the last tenant leaves or date of termination, whichever is later.



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SMOKE AND CARBON MONOXIDE ALARM AGREEMENT 11

Tenant(s): Benjamin Bean et al (and all others)
Address: 49661 Hwy 101 Unit: _____
City: Bandon, OREGON Zip: 97411

This property is required to have a carbon monoxide alarm. Where the word alarm is used, it means a smoke alarm and/or a carbon monoxide alarm.

Removing or tampering with a properly functioning alarm, (which includes removal of operable batteries) is punishable under Oregon Law with fines up to \$250.00 per alarm, per occurrence and may subject the tenant to penalties under the rental agreement and could result in the termination of the tenancy.

The undersigned are aware that the Owner/Agent is not liable for loss or damage due to failure of the alarm to operate.

Tenant(s) hereby acknowledge the presence of an alarm in good working condition in the rental. Tenant(s) are aware that they are responsible to test the alarm at least once every six (6) months, but preferably once a month.

TESTING AND CLEANING

Testing should be done at least once every six (6) months by pushing the test button and/or using simulated smoke. The alarms should be cleaned with a vacuum cleaner at least every six (6) months. In battery-powered alarms with removable batteries, Tenant(s) shall replace the battery when chirping occurs. Tenant(s) shall replace expired batteries with 10-year lithium batteries as required by law. Tenant(s) shall immediately notify the Owner/Agent in writing of any operating deficiencies as described in ORS 479.

THE ULTIMATE RESPONSIBILITY FOR FIRE AND LIFE PROTECTION RESTS WITH THE TENANT.

This agreement, is signed this 29th day of April, 2019.
All parties acknowledge having read and understood the above.

[Signature]
Owner/Agent
04/29/19
Date

Benjamin Bean 4/29/19
Tenant Date

Tenant Date

Tenant Date

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MOLD PREVENTION AGREEMENT 54

Tenant Name(s): Benjamin Bean et. al (and all others)
 Address: 49667 Hwy 101 Unit: _____
 City: Bandon, OREGON Zip: 97411

AGREEMENT

Mold growth can be dangerous to people and destructive to property. Owner/Agent provides housing as free from mold as reasonably possible. Behaviors of residents greatly affect the likelihood of mold growth.

Tenant(s) agree to keep the premises in a manner that minimizes the likelihood of mold growth. Suggested methods to do that are listed on the reverse of this notice. Tenant(s) also agree to notify Owner/Agent promptly of any mold problems.

Tenant(s) acknowledge receiving a copy of this notice.

Benjamin Bean 04/29/19
 Tenant Date Tenant Date

 Tenant Date Tenant Date

[Signature] 04/29/19
 Owner/Agent Date

WHAT IS MOLD?

Mold is a fungus, a sponge-like organism, in the same family as yeast and mushrooms. Mold is everywhere. Molds produce tiny spores that float continuously through the air, indoor and out. When mold spores land on a damp area indoors, they can begin to grow, particularly if the moisture problem is not corrected quickly. Molds can grow on wood, ceiling tiles, drywall, paper, carpet and foods. There is no practical way to eliminate all mold and mold spores indoors. The most effective way to control indoor mold growth is to control moisture. Unwanted moisture can be from a variety of issues: leaks in the roof or walls, water seeping into the basement, taking a shower, or cooking. If mold grows in a home, it must both be cleaned *and* the water problem fixed. Mold growth is unlikely if the humidity is below 40%.

pg 2 #54

HOW YOU CAN MINIMIZE LIKELIHOOD OF MOLD GROWTH


- Use the bathroom fan, leave it running for thirty minutes after bathing or showering.
- If your bathroom doesn't have a fan, open the window and leave it open for thirty minutes after bathing or showering.
- Use the kitchen fan whenever cooking. If there isn't one, open a window slightly.
- Use the fan in the laundry area.
- If moisture condenses on windows or walls, turn up the thermostat on your heat source.
- Open doors between rooms and to closets to increase air circulation.
- Cover fish tanks.
- Don't keep too many house plants, and don't over-water the ones you keep.
- Keep the temperature above 55 degrees.
- Open several windows for at least an hour twice a week to change the air in your home.
- Dry any water that spills on carpets or rugs.
- If you have an air conditioner, be sure it isn't leaking.
- Use a dehumidifier if necessary.

IF YOU SEE MOLD

- Clean mold off hard surfaces as soon as possible. First use a detergent like Pine Sol or Lysol and hot water. Then disinfect with a mild bleach solution (one cup of bleach to one gallon of water). Finally, dry completely. Recent studies suggest bleach isn't enough for porous surfaces like sheetrock walls. Wash with TSP (tri-sodium phosphate) first (available at hardware and paint stores).
- When you clean up mold, consider using an N-95 respirator (available in many hardware stores) to limit your exposure to mold and mold spores.

WHAT YOU SHOULD REPORT TO THE OWNER/AGENT

- Leaks anywhere; in the roof, gutters, walls, doors, or windows for instance.
- Water in the basement or crawlspace under your home.
- Leaking pipes or dripping faucets.
- Sweating pipes or toilets.
- Running toilets.
- Any reappearance of mold after you've cleaned and removed it.
- Any recurring dampness or moldy smell.
- Non-working fans.

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RENTAL AGREEMENT ADDENDUM

32

Tenant Name(s): Benjamin Bean et. al (and all others)
Address: 49667 Hwy 101 Unit: _____
City: Bandon, OREGON Zip: 97411

Electric bill is billed in arrears monthly upon the following terms:

Usage billed per sf. The commercial shop sf is 3100+-, the apartment is 1300sf+-

Your bill will reflect 30% of the monthly bill. This will be applied to your rental account and
can be paid along with your rent. You can call in advance to see the amount of that billing.

[Signature]
Owner/Agent
04/29/19
Date

Benjamin Bean 4/29/19
Tenant Date

Tenant Date

Tenant Date

Equal Housing Opportunity
DISCRIMINATION IN HOUSING IS ILLEGAL
Under the Equal Housing Opportunity Act, it is illegal to discriminate in housing on the basis of race, color, sex, religion, marital status, national origin, ancestry, or handicap.

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E.L. Edwards Realty II, Inc.

Property Inspection Report

Property Location

49667 Hwy 101, Bandon, OR 97411

Tenant name:

Pre-move In Inspection

Thu Apr 25th, 2019 12:33 pm

Inspected by: Nancy

Benjamin Bear 4/29/19
Tenant Date

Nancy 4/29/19
Owner/Agent Date

Tenant Date

Tenant Date

Tenant has 7 days to add to this condition report
from the date of receipt of keys
and return a copy to management. *may 8*

E.L. Edwards Realty II, North Bend

2707 Broadway
North Bend, OR 97459
541.756.0347
info@eledwardsrealty.com

Download the E.L. Edwards Realty II, North Bend App



http://idequals.com/business_apps?id=6

Hallway/Entry

Carpet/Vinyl Tile Condition:	Good
Carpet/Vinyl Tile Comments:	New
Light Fixtures/Switches Condition:	Good
Walls Condition:	Good
Ceiling Condition:	Good
Doors Condition:	Good
Doors Comments:	New door
Notes:	Enters into hallway between kitchen and living room all newly updated

Living Room

Carpet/Vinyl Tile Condition:	Good
Carpet/Vinyl Tile Comments:	New laminate flooring
Windows Condition:	Good
Windows Tracks Condition:	Good
Screens Comments:	No screens
Walls Condition:	Good
Walls Comments:	Newly painted
Ceiling Condition:	Good
Ceiling Comments:	Newly painted
Drapes Miniblinds Rods Condition:	Good
Drapes Miniblinds Rods Comments:	Mini
Heat Condition:	Good
Heat Comments:	Cadet

Kitchen

Carpet/Vinyl Tile Condition:	Good
Carpet/Vinyl Tile Comments:	New
Light Fixtures/Switches Condition:	Good
Walls Condition:	Good
Ceiling Condition:	Good
Doors Condition:	Fair
Doors Comments:	Sliding glass door has no handle
Drapes Miniblinds Rods Condition:	Good
Drapes Miniblinds Rods Comments:	Verticals
Heat Condition:	Good

Page 2

Heat Comments:	Cadet
Counter Tops Sink Condition:	Good
Cabinets Shelves Condition:	Good
Range Oven Condition:	Good
Hood Fan Condition:	Good
Refrigerator Condition:	Good
Dishwasher Disposal Condition:	Good
Notes:	All new appliances except for the dishwasher.

Master Bedroom

Carpet/Vinyl Tile Condition:	Good
Carpet/Vinyl Tile Comments:	New carpet
Light Fixtures/Switches Condition:	Good
Windows Condition:	Good
Windows Tracks Condition:	Good
Screens Condition:	Good
Screens Comments:	Only one window has a screen
Walls Condition:	Good
Ceiling Condition:	Good
Doors Condition:	Good
Drapes Miniblinds Rods Condition:	Good
Drapes Miniblinds Rods Comments:	Mini
Heat Condition:	Good
Heat Comments:	Cadet
Closets Condition:	Good
Notes:	R of stairway

Second Bedroom

Carpet/Vinyl Tile Condition:	Good
Carpet/Vinyl Tile Comments:	New
Light Fixtures/Switches Condition:	Good
Windows Condition:	Good
Windows Tracks Condition:	Good
Screens Condition:	Good
Walls Condition:	Good
Ceiling Condition:	Good
Doors Condition:	Good
Drapes Miniblinds Rods Condition:	Good
Drapes Miniblinds Rods Comments:	Mini

Heat Condition: Good
Heat Comments: Cadet
Closets Condition: Good
Notes: L from stairs

Third Bedroom

Carpet/Vinyl Tile Condition: Good
Carpet/Vinyl Tile Comments: Carpet
Light Fixtures/Switches Condition: Good
Windows Condition: Good
Windows Tracks Condition: Good
Screens Condition: Good
Walls Condition: Good
Ceiling Condition: Good
Doors Condition: Good
Drapes Miniblinds Rods Condition: Good
Drapes Miniblinds Rods Comments: Mini
Heat Condition: Good
Heat Comments: Cadet
Closets Condition: Good
Notes: Middle of hallway

Main Bathroom

Carpet/Vinyl Tile Condition: Good
Carpet/Vinyl Tile Comments: Vinyl
Light Fixtures/Switches Condition: Good
Windows Condition: Good
Windows Tracks Condition: Good
Screens Condition: Good
Walls Condition: Good
Ceiling Condition: Good
Doors Condition: Good
Heat Condition: Good
Heat Comments: Cadet
Counter Tops Sink Condition: Good
Cabinets Shelves Condition: Good
Tub Shower Condition: Good
Tub Shower Comments: Shower
Towel Rack/Shower Rod Condition: Good
Toilet Condition: Good

Mirror Condition: Good
Notes: Upstairs

Smoke Alarms

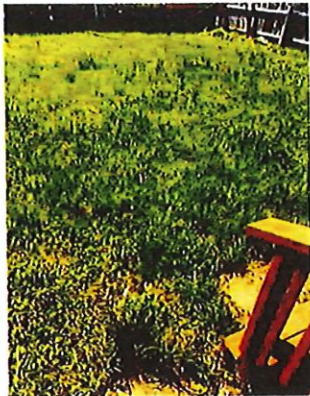
Smoke Alarms Tested: Yes
Notes: Smoke alarms in each bedroom

Carbon Monoxide Alarms

Carbon Monoxide Alarms Tested: Yes
Notes: CM in each bedroom

Exterior Front

Door & Screen Door Condition: Good
Light Cover Condition: Good
Stairs Decks Railings Condition: Good
Lawns Yard Condition: Poor
Lawns Yard Comments: Over grown
Notes: Lawn needs mowed
Roof, Gutters & Downspouts Condition: Good
Exterior Front Photos:



LEASE AGREEMENT

This Lease Agreement made the 3rd day of March, 2020, by and between Christiane Frick of 92949 Lakeshore Drive, Langlois, State of Oregon, hereinafter referred to as "Lessor", and Peter Mitch of The Spiritual Clearing Institute hereinafter referred to as "Lessee", collectively referred to herein as the "Parties", agree as follows:

1. **DESCRIPTION OF LEASED PREMISES:** The Lessor agrees to lease to the Lessee the following described approx. 1500 square feet (SF) of Office Space with living quarters located at 49667 HWY 101 in Bandon, Oregon.

Additional Description: Attachment to a large warehouse building over two stories with separate entrance door and enclosed garden area with large decking. Parking for one car in front of the space is included.

Hereinafter known as the "Premises".

2. **USE OF LEASED PREMISES:** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose: Office space with living area.

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Lessor only.

3. **TERM OF LEASE:** The term of this Lease shall be for a period of 12 months commencing on the 1st day of April, 2020 and expiring at Midnight on the 31st day of March, 2021. ("Initial Term")

4. **RENT:** Lessee shall pay as rent for the above-described premises the sum of \$ 16,200.00. The rent amount shall be payable in advance in monthly installments of one thousand three hundred fifty dollars (\$ 1,350.00), beginning April 1, 2020, and continuing each month thereafter through March 31, 2021; each payment is due on the 1st of the month. If the payment is not made within ten (10) days after the 1st of each month, this Lease may be terminated by Lessor (ORS 91.080). A late fee of five percent (5%) of the rent is to be made payable to Christiane Frick with paypal without any fees (friends and family) to chris@floraslakerental.com

5. **OPTION TO RENEW:** Lessee may have the right to renew the Lease with a total of 2 renewal periods with each term being 12 months which may be exercised by giving written notice to Lessor no less than 60 days prior to the expiration of the Lease or renewal period. Rent for each option period shall increase by One hundred fifty dollars (\$ 150.00)

6. **TAXES and INSURANCE:** Lessor will be responsible for payment of all real property taxes, physical damage (fire and extended coverage) and owner's liability insurance coverage and premiums. Lessee will be responsible for maintaining and paying the premiums for insurance on contents and liability

insurance coverage appropriate to non-owner occupation of the premises related hereto and shall provide continuous proof to Lessor of such coverage.

7. **SECURITY DEPOSIT:** In addition to the above, a deposit in the amount of two thousand seven hundred dollars (\$ 2,700.00), shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Lessor.

8. **MAINTENANCE AND REPAIRS:** Lessor shall be responsible for structural repairs, maintenance of roof, electrical wiring and plumbing to the point of entry, Lessee shall be responsible for landscape maintenance including mowing lawn in his fenced in yard, making repairs to the interior, repair of glass, any interior decoration and any other repairs to the premises which Lessor is not specifically required to make. Lessee to contact the Lessor for maintenance and repairs to be done.

9. **UTILITIES:** All utilities and services shall be supplied and paid for by the Lessee during the term of this Agreement. Since there is only one meter for the building including the warehouse rented out to another tenant, Lessee will pay \$ 70.00 monthly towards the bill together with the base rent. The entire electric bill will be split by sq ft . Lessee will be billed or refunded the difference at the end of the lease. Well and septic are paid for by the Lessor.

10. **LEASEHOLD IMPROVEMENTS:** The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

*\$1350.00
received on
March 2nd,
2020.
Remaining due
April 1, 2020
or when
moving in.
Deposit will
not be returned
if Lessee
does not
show on
April 1st, 2020
to commence
the lease.
PM*

11. **LICENSES AND PERMITS:** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

12. **OBLIGATIONS OF LESSEE:** The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

13. **SUBLET/ASSIGNMENT:** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

14. DAMAGE TO LEASED PREMISES: In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

15. DEFAULT AND POSSESSION: In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent or any other amount payable to landlord not paid when due shall accrue interest from the date due until paid at 9% per annum or the maximum then permitted by law.

In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.

16. INDEMNIFICATION: The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

17. BANKRUPTCY - INSOLVENCY: The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

18. SUBORDINATION AND ATTORNMENT: Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

19. MISCELLANEOUS TERMS:

- I. Usage by Lessee: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be

in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

- II. **Signs:** Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the DEQ. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.
 - III. **Pets:** Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.
 - IV. **Condition of Premises/Inspection by Lessee:** The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.
 - V. **Right of Entry:** It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.
20. **ESTOPPEL CERTIFICATE:** Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.
21. **HOLDOVER:** Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in

the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

22. **WAIVER:** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

23. **GOVERNING LAW:** This Lease shall be governed by the laws of the State of Oregon.

24. **NOTICES:** Payments and notices shall be addressed to the following:

Lessor
Christiane Frick
PO Box 142
Langlois, OR 97450

Lessee

25. **AMENDMENT:** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

26. **BINDING EFFECT:** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 2nd
day of March, 2020.

Lessee's Signature



Printed Name

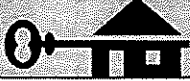
PETER MITICH

Lessor's Signature

Christiane Frick

Printed Name

Christiane Frick



RENTAL APPLICATION

Every occupant over the age of 18 MUST fill out a separate application (even if married).
Please fill out this form COMPLETELY and sign where indicated.

PERSONAL INFORMATION

FIRST NAME PETER MITICH	MIDDLE ANDRE	LAST MITICH	SSN 558 - 99 - 7934
DATE OF BIRTH 12/ 25 /1980	MARITAL STATUS <input checked="" type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED	DEPT'S LICENSE # B8114093	STATE CA
PHONE 310 - 310 - 1137	<input checked="" type="checkbox"/> CELL <input type="checkbox"/> HOME	PHONE 310 - 310 - 1137	EXT. <input type="checkbox"/> HOME <input type="checkbox"/> WORK
PRESENT HOME ADDRESS 50284 CHUCKWAGON RD		CITY/STATE/ZIP SQUAW VALLEY, CA, 93675	
LENGTH OF TIME 9 1/2 MONTHS	PRESENT LANDLORD LUCY - PINE TREE REALTY	LANDLORD PHONE 559 - 332 - 1333	
REASON FOR LEAVING WANTED DIFFERENT HOUSE	AMOUNT OF RENT \$1400	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <small>Is your previous rent up to date?</small>	
PREVIOUS HOME ADDRESS 748 POLI ST. APT. C		CITY/STATE/ZIP VENTURA, CA, 93001	
LENGTH OF TIME 1 YEAR	PREVIOUS LANDLORD LARRY - SUNSET TERRACE APTS	LANDLORD PHONE 626 - 852 - 2660	
REASON FOR LEAVING END OF LEASE	AMOUNT OF RENT \$1300	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <small>Was your rent up to date?</small>	
NEXT PREVIOUS HOME ADDRESS 4828 INDIAN PEAK		CITY/STATE/ZIP MARIPOSA, CA 95338	
LENGTH OF TIME 1 YEAR	NEXT PREVIOUS LANDLORD BRYAN JOHNSON	LANDLORD PHONE 626 - 372 - 9552	
REASON FOR LEAVING END OF LEASE	AMOUNT OF RENT \$1200	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <small>Was your rent up to date?</small>	

PROPOSED OCCUPANT(S)

NAME	RELATIONSHIP	OCCUPATION	AGE
SELF			

PROPOSED PET(S)

NAME	TYPE/BREED	<input type="checkbox"/> INDOOR <input type="checkbox"/> OUTDOOR	AGE
NONE			

VEHICLE(S) INFORMATION

YEAR	MAKE	MODEL	COLOR	PLATE #	STATE
1993	MERCEDES	300E	BLUE	5VUU119	CA

EMPLOYMENT

CURRENT EMPLOYER SELF EMPLOYED	OCCUPATION INTERNET BUSINESS	HOURS/WEEK N/A
SUPERVISOR OWNER	PHONE 310 - 310 - 1137	EXT. 2011-2020
ADDRESS INTERNET	CITY/STATE/ZIP LOS ANGELES	
CURRENT EMPLOYER N/A	OCCUPATION	HOURS/WEEK
SUPERVISOR	PHONE	EXT.
ADDRESS	CITY/STATE/ZIP	YEARS EMPLOYED

INCOME

CURRENT INCOME \$ 80,000	<input type="checkbox"/> WEEKLY <input type="checkbox"/> BIWEEKLY <input type="checkbox"/> MONTHLY <input checked="" type="checkbox"/> YEARLY	SOURCE MY BUSINESS	PROOF OF INCOME <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CURRENT INCOME	<input type="checkbox"/> WEEKLY <input type="checkbox"/> BIWEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> YEARLY	SOURCE	PROOF OF INCOME <input type="checkbox"/> YES <input type="checkbox"/> NO
CURRENT INCOME	<input type="checkbox"/> WEEKLY <input type="checkbox"/> BIWEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> YEARLY	SOURCE	PROOF OF INCOME <input type="checkbox"/> YES <input type="checkbox"/> NO

© 2008 P&L's Real Estate



RENTAL APPLICATION

Every occupant over the age of 18 MUST fill out a separate application (even if married). Please fill out this form COMPLETELY and sign where indicated.

CREDIT CARD / FINANCIAL INFORMATION

CAR LEASER / LEASE HOLDER	NONE	BALANCE OWED	MONTHLY PAYMENT	CREATOR'S PHONE #	-- --
CREDIT CARD COMPANY		BALANCE OWED	MONTHLY PAYMENT	CREATOR'S PHONE #	-- --
CREDIT CARD COMPANY		BALANCE OWED	MONTHLY PAYMENT	CREATOR'S PHONE #	-- --
CREDIT CARD COMPANY		BALANCE OWED	MONTHLY PAYMENT	CREATOR'S PHONE #	-- --
CHILD SUPPORT / OTHER CREDIT OWED		BALANCE OWED	MONTHLY PAYMENT	CREATOR'S PHONE #	-- --
BANK ACCOUNT NAME OF BANK	CHASE	BALANCE \$20000	MONTHLY PAYMENT	ACCOUNT NUMBER	

EMERGENCY / PERSONAL REFERENCE INFORMATION

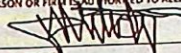
EMERGENCY CONTACT	CARMEN FONSECA	PHONE 818 761 9080	<input type="checkbox"/> CELL <input checked="" type="checkbox"/> HOME	PHONE -- --	<input type="checkbox"/> HOME <input type="checkbox"/> WORK
RELATION	MOTHER	ADDRESS 4830 SANCOLA AVE.		CITY/STATE/ZIP	NORTH HOLLYWOOD
EMERGENCY CONTACT		PHONE -- --	<input type="checkbox"/> CELL <input type="checkbox"/> HOME	PHONE -- --	<input type="checkbox"/> HOME <input type="checkbox"/> WORK
RELATION		ADDRESS		CITY/STATE/ZIP	
PERSONAL REFERENCE	NONE	PHONE -- --	<input type="checkbox"/> CELL <input type="checkbox"/> HOME	PHONE -- --	<input type="checkbox"/> HOME <input type="checkbox"/> WORK
RELATION		ADDRESS		CITY/STATE/ZIP	
PERSONAL REFERENCE		PHONE -- --	<input type="checkbox"/> CELL <input type="checkbox"/> HOME	PHONE -- --	<input type="checkbox"/> HOME <input type="checkbox"/> WORK
RELATION		ADDRESS		CITY/STATE/ZIP	

APPLICANT QUESTIONNAIRE / AUTHORIZATION

Has applicant ever been sued for bills?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Has applicant ever been locked out of their apartment by the sheriff?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Has applicant ever been bankrupt?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Has applicant ever been brought to court by another landlord?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Has applicant ever been guilty of a felony?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Has applicant ever moved owing rent or damaged an apartment?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Has applicant ever broken a Lease?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Is the total move-in amount available now (rent and deposit)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Applicant authorizes the landlord to contact past and present landlords, employers, creditors, credit bureaus, neighbors and any other sources deemed necessary to investigate applicant. All information is true, accurate and complete to the best of applicant's knowledge. Landlord reserves the right to disqualify tenant if information is not as represented.

ANY PERSON OR FIRM IS AUTHORIZED TO RELEASE INFORMATION ABOUT THE UNDERSIGNED UPON PRESENTATION OF THIS FORM OR A PHOTOCOPY OF THIS FORM AT ANY TIME.

X  DATE 2-27-2020

If you have any questions about the interpretation or legality of this form, please consult an attorney or other qualified person.

NOTES: CURRENT ADDRESS: 11880 JUNIPER HILLS RD, LITTLOCK, CA 93453
 > YEARS RENTED: AUGUST 2018 TO MARCH 2020

RENTAL COST: \$1060 OWNER: ALAN DEITCH PHONE: 641-908-3663

CLERK'S RECORDING INFORMATION:

TRANSACTION: Bargain and Sale Deed

GRANTOR: Nils Lau

GRANTEE: Christiane Frick

CONSIDERATION: The true consideration for this conveyance is \$ 200,000.00 for One Hundred Percent (100%) of the property.

TAX STATEMENTS:
Until a change is requested,
All tax statements shall be
sent to the following address:

**AFTER RECORDING,
RETURN INSTRUMENT TO:**

Christiane Frick
PO Box 1701
Bandon, OR 97411

Christiane Frick
PO Box 88
Langlois, OR 97450

BARGAIN AND SALE DEED

NILS LAU, GRANTOR, conveys to CHRISTIANE FRICK, GRANTEE, an undivided one hundred percent (100%) interest in the following described real property:

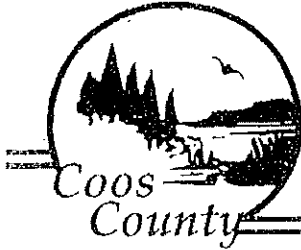
Beginning at the southwest corner of section 6, Township 29 south, range 14 west of the Willamette meridian, coos county, Oregon; thence proceeding east 30 feet to a reference pipe for said section corner that is also on the east right of the way line of highway 101; thence north 00° 10' 04" west 61.68 feet along said right of way to the true point of beginning on the north right of way line of Kehl Road; thence north 86° 55' 54" east 498.25 feet along said north right of way; thence north 00° 47' 23" east 701.18 feet along the west right of way line of run-weigh road to a point of curvature on a curve to the left, having a radius of 20 feet, thence 31.75 feet along said curve to the point of tangency; thence south 89° 49' 56" west 459.33 feet to a point of curvature of a curve to the left, having a radius of 30 feet; thence a distance of 47.12 feet around said curve to the point

of tangency; thence south 00° 10' 04" east 716.63 feet along said east right of way line of highway 101 hereby returning to the point of beginning.

EXCEPTIONS:

- The rights of the public in and to that portion of the premises herein described lying within the limits of public roads, streets and highways.
- An easement created by instrument, including the terms and provisions thereof:
 - In favor of: Bandon-Port Orford Railroad
 - For: Railroad right of way
 - Dated: August 9, 1909
 - Recorded: August 17, 1909
 - Book: 54, Page: 435
 - In Coos County, Oregon.
- An easement created by instrument, including the terms and provisions thereof:
 - In favor of: United States of America
 - For: Ditch or canals
 - Dated: June 8, 1901
 - Recorded: October 2, 1930
 - Book: 112 Page: 495
 - In Coos County, Oregon.
- An easement created by instrument, including the terms and provisions thereof:
 - In favor of: City of Bandon
 - For: Right of way
 - Dated: August 12, 1953
 - Recorded: October 2, 1953
 - Book: 230 Page: 2
 - In Coos County, Oregon.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT



Terri L. Turi, CCC
COOS COUNTY CLERK
250 N. BAXTER ST., COQUILLE OR 97423
541-396-7601
coosclerk@co.coos.or.us County Clerk
tdalton@co.coos.or.us Chief Recording Deputy
RECORDING DIVISION: 541-396-7600

To Whom It May Concern:

Enclosed please find an original, recently recorded document. As provided on the face of the document, we are authorized to return it to the person named at the address listed.

This is not a bill. The recording fee was paid at the time of the recording.

On the recorded document you will find an original recording label as follows:

EXAMPLE:

COOS COUNTY CLERK, GREGOR
TERRI L. TURI, CCC, COUNTY CLERK
TOTAL \$41.80

11/29/2012 09:20:15AM
PAGE 1 OF 1
2012 10070

For your information,
if the title of the document that you received is a
"Deed of Reconveyance" or "Substitution of Trustee & Deed of Reconveyance"
It means that you have recently paid off a loan and the reconveyance
document is recorded in our records to indicate that the loan is paid in full.

If you have any questions please do not hesitate to call us at the extensions listed below.
Thank You,

Coos County Clerks Office
(541) 396-7600

Coos County is an Affirmative Action/Equal Opportunity Employer and complies with section 504 of the Rehabilitation Act of 1973

CLERK'S RECORDING INFORMATION:

TRANSACTION: Bargain and Sale Deed

GRANTOR: Nils Lau

GRANTEE: Christiane Frick

CONSIDERATION: The true consideration for this conveyance is \$ 200,000.00 for One Hundred Percent (100%) of the property.

TAX STATEMENTS:
Until a change is requested,
All tax statements shall be
sent to the following address:

Christiane Frick
PO Box 1701
Bandon, OR 97411

**AFTER RECORDING,
RETURN INSTRUMENT TO:**

Christiane Frick
PO Box 88
Langlois, OR 97450

BARGAIN AND SALE DEED

NILS LAU, GRANTOR, conveys to CHRISTIANE FRICK, GRANTEE, an undivided one hundred percent (100%) interest in the following described real property:

Beginning at the southwest corner of section 6, Township 29 south, range 14 west of the Willamette meridian, coos county, Oregon; thence proceeding east 30 feet to a reference pipe for said section corner that is also on the east right of the way line of highway 101; thence north 00° 10' 04" west 61.68 feet along said right of way to the true point of beginning on the north right of way line of Kehl Road; thence north 86° 55' 54" east 498.25 feet along said north right of way; thence north 00° 47' 23" east 701.18 feet along the west right of way line of run-weigh road to a point of curvature on a curve to the left, having a radius of 20 feet, thence 31.75 feet along said curve to the point of tangency; thence south 89° 49' 56" west 459.33 feet to a point of curvature of a curve to the left, having a radius of 30 feet; thence a distance of 47.12 feet around said curve to the point

of tangency; thence south 00° 10' 04" east 716.63 feet along said east right of way line of highway 101 hereby returning to the point of beginning.

EXCEPTIONS:

- The rights of the public in and to that portion of the premises herein described lying within the limits of public roads, streets and highways.

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Dated: August 9, 1909
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In favor of: City of Bandon
For: Right of way
Dated: August 12, 1953
Recorded: October 2, 1953
Book: 230 Page: 2
In Coos County, Oregon.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 APPROVED USES, 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 197.352.

The true and actual consideration paid by the Grantee for a one hundred percent (100%) interest in the above-described real property is \$200,000.00.

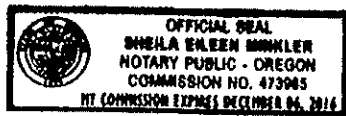
Dated this 18th day of SEPT, 2013.

[Signature]
Nils Lau

STATE OF Oregon)
) ss
COUNTY OF Coos)

Personally appeared on the 18th day of Sept., 2013, the above named Nils Lau and acknowledged the foregoing instrument to be his voluntary act and deed.

[Signature]
NOTARY PUBLIC FOR Bandon-Umpqua Bank



Seller's Name and Address
Nils G. Lau
92949 Lakeshore Dr.
Langlois, Oregon 97450

Buyer's Name and Address
Christiane Frick
92949 Lakeshore Dr.
Langlois, Oregon 97450

After recording, return to (Name, Address, Zip):
Nils G. Lau
92949 Lakeshore Dr.
Langlois, Oregon 97450

Use if requested otherwise, send all tax statements to (Name, Address, Zip):
Christiane Frick
92949 Lakeshore Dr.
Langlois, Oregon 97450

RECORDED BY
FIRST AMERICAN TITLE

STATE OF OREGON,
County of _____ ss.

I certify that the within instrument was received for recording on _____ at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____, Records of this County.

SPACE RESERVED FOR RECORDER'S USE

Witness my hand and seal of County affixed.

NAME _____ TITLE _____
By _____ Deputy.

1275239

REAL ESTATE CONTRACT

THIS CONTRACT, Dated August 13, 2008, between Nils G. Lau, hereinafter called the seller, and Christiane Frick, hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Coos County, State of Oregon, to-wit:

Beginning at the southwest corner of section 6, Township 29 south, range 14 west of the Willamette Meridian, Coos County, Oregon; thence proceeding East 30 feet to a reference pipe for said section corner that is also on the East right of way line of Highway 101; thence North 00° 10' 04" west 61.68 feet along said right of way to the true point of beginning on the North right of way line of Kehl Road; thence North 86° 55' 54" East 498.25 feet along said North right of way; thence North 00° 47' 23" East 701.18 feet along the West right of way line of Run-Weigh Road to a point of curvature on a curve to the left, having a radius of 20 feet; thence 31.75 feet along said curve to the point of tangency; thence South 89° 49' 56" West 459.33 feet to a point of curvature of a curve to the left, having a radius of 30 feet; thence a distance of 47.12 feet around said curve to the point of tangency; thence South 00° 10' 04" East 716.63 feet along said East right of way line of Highway 101 hereby returning to the point of beginning.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

for the sum of Three hundred twenty thousand & no/100 Dollars (\$320,000.00), hereinafter called the purchase price, on account of which zero Dollars (\$0.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of the purchase price (to-wit: \$320,000.00) to the order of the seller in monthly payments of not less than two thousand four hundred ninety two & 37/100 Dollars (\$2,492.37) each, for 180 months

payable on the 1st day of each month hereafter beginning with the month and year September 2008 and continuing until the purchase price is fully paid.
The true and actual consideration for this conveyance is \$320,000.00 (Here comply with ORS 93.030)

All of the purchase price may be paid at any time; all of the deferred payments shall bear interest at the rate of 4.77 percent per annum from September 1, 2008 until paid; interest to be paid Monthly and in addition to to be included in the minimum monthly payments above required. Taxes on the premises for the current tax year shall be prorated between the parties hereto as of August 31, 2008

The buyer warrants to and covenants with the seller that the real property described in this contract is:
* (A) primarily for buyer's personal, family or household purposes,
(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes.
The buyer shall be entitled to possession of the lands on September 1, 2008, and may retain such possession so long as buyer is not in default under the terms of this contract. The buyer agrees that at all times buyer will keep the premises and the buildings, now or hereafter erected thereon, in good condition and repair and will not suffer or permit any waste or injury thereof; that buyer will keep the premises free from construction and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney fees incurred by seller in defending against any such liens; that buyer will pay all taxes hereafter levied against the property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon the premises, all promptly before the same or any part thereof become past due; that at buyer's expense, buyer will insure and keep insured all buildings now or hereafter erected on the premises against loss or damage by fire (with extended coverage) in an amount not less than \$175,000.00. In a company or companies satisfactory to the seller, specifically naming the seller as an additional insured, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as issued. If the buyer shall fail to pay any such heat, costs, water rents, taxes or charges, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

(OVER)

* IMPORTANT NOTICE: Deeds, by being so, which are warranties (A) or (B) is not applicable. It warranty (A) is applicable and if the seller is a creditor, no such word is defined in the Trust-Indenture Act and Regulation 2, the seller MUST comply with FUD and Regulation by making required disclosures.

COOS COUNTY CLERK, OREGON TOTAL \$31.00 09/22/2008 #2008-9850
TERRI L. TURI, CCC, COUNTY CLERK 05:08PM 1 OF 2

WARNING: Unless buyer provides seller with evidence of insurance coverage as required by the contract or loan agreement between them, seller may purchase insurance at buyer's expense to protect seller's interest. This insurance may, but need not, also protect buyer's interest. If the collateral becomes damaged, the coverage purchased by seller may not pay any claim made by or against buyer. Buyer may later cancel the coverage by providing evidence that buyer has obtained property coverage elsewhere. Buyer is responsible for the cost of any insurance coverage purchased by seller, which cost may be added to buyer's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date buyer's prior coverage lapsed or the date buyer failed to provide proof of coverage. The coverage seller purchases may be considerably more expensive than insurance buyer might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The seller agrees that as seller's expense and within 30 days from the date hereof, seller will furnish unto buyer a title insurance policy insuring (in an amount equal to the purchase price) marketable title in and to the premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when the purchase price is fully paid and upon request and upon surrender of this agreement, seller will deliver a good and sufficient deed conveying the premises in fee simple unto the buyer, buyer's heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since the date placed, permitted or arising by, through or under seller, excepting, however, the easements, restrictions and the taxes, municipal liens, water rents and public charges to assumed by the buyer and further excepting all liens and encumbrances created by the buyer or buyer's assigns.

And it is understood and agreed between the parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller shall have the following rights and options:

- (1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer;
- (2) To declare the whole unpaid principal balance of the purchase price with the interest thereon at once due and payable; and/or
- (3) To foreclose this contract by suit in equity.

In any of such cases, all rights and interest created or then existing in favor of the buyer or against the seller hereunder shall utterly cease and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revert in the seller without any act of recovery, or any other act of the seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of the property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to the seller as the agreed and reasonable rent of the premises up to the time of such default. And the seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereto or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect seller's right hereunder to enforce the same, nor shall any waiver by the seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

Seller, seller's agents, and the holder of any existing encumbrance to which the lands and premises are subject may enter upon the lands and premises at reasonable times (upon reasonable prior notice to buyer) for the purpose of inspecting the property.

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in the suit or action agreed to pay such sum as the trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in the suit or action and if an appeal is taken from any judgment or decree of the trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the contract so requires, the singular pronoun shall be taken to mean and include the plural and the reverse, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

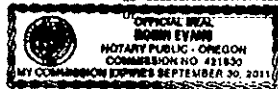
IN WITNESS WHEREOF, the parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 LIMIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 192.010 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 197.352.

Christiane Erick

*SELLER: Comply with ORS 93.905 et seq. prior to recording this deed.

STATE OF OREGON, County of COOS ss.
 This instrument was acknowledged before me on 8-14-08
 by Nils K. Lau
 This instrument was acknowledged before me on 8-14-08
 by Christiane Erick
 as _____



Robin C. Evans
 Notary Public for Oregon
 My commission expires 9-30-2008

PUBLISHER'S NOTES: If this contract provides for delivery of a deed more than 12 months after the date of this contract, ORS 93.930 requires that this contract or a memorandum thereof be recorded by the seller within 18 days.
 If using this form to convey real property subject to Oregon Laws 2007, Chapter 668, Section 3, include the required reference.
 (DESCRIPTION CONTINUED)

COOS COUNTY CLERK, OREGON TOTAL \$31.00 09/22/2008 #2008-9850
 TERRI L. TURI, CCC, COUNTY CLERK 03:08PM 2 OF 2

Crystal Orr

From: Floras Lake Rental <chris@florastakerental.com>
Sent: Thursday, July 29, 2021 8:27 AM
To: Crystal Orr
Subject: Re: Conditional Use permit
Attachments: John Guynup.pdf; Stephen Joyce in Lakeside, OR - Phone, Address, Email & more.pdf

This Message originated outside your organization.

Hello Crystal,

I know it has been a while since we emailed about the building permit.

After a lot of research, I found the person who built and lived in the apartment. His name is Stephen Joyce who now lives in Lakeside. I talked to him on the phone and he promised me an affidavit. It took me months for him to finally send it to me. In the meantime, I also met my neighbor, the owner of Curry Dale Supply. He has been around forever and knew everything about my property. I also gave me a hand written letter proving Stephen Joyce used to live there.

Both letters are attached. I hope this finally proves that the apartment was built way before we purchased it. It was Stephen Joyce, who also applied for the commercial Septic permit through DEQ. This is also registered.

Please let me know if you need any more information. I know the entire history now.

Kind regards

Christiane

Currydale Farms

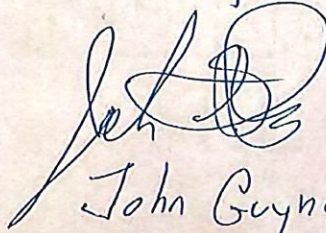


Mailing Address: P.O. Box 1 • Langlols, OR 97450
Shipping Address: 49877 Hwy 101 S • Bandon, OR 97411
Phone: 541-347-4356 • Fax: 541-347-3468

5/13/21

To whom it may concern:

I am the adjoining property to the
49667 Hwy 101 S, owned by Christiana Frick.
I was a long time customer and neighbor
to Steve Joyce and visited him in his
residence in the existing shop building on
several occasions. Steve lived in
the building for years until he sold out.


John Gynup

Public Records Search

First Name

 Last Name

 State

Stephen Joyce in Lakeside, OR (Oregon)

1 FREE public record found for Stephen Joyce in Lakeside, OR. FastPeopleSearch results include contact information such as addresses, phone numbers, and email addresses for Stephen Joyce. Discover any aliases as well as possible relatives and associates of Stephen Joyce. Review address history and property records.

Stephen Joyce
 Lakeside, OR

Age: 60
 Full Name: Stephen W Joyce
 Current Home Address:
 2476 S Tennille Lk
 Lakeside OR 97449

Past Addresses: Homes, Rental Properties, businesses, apartments, condos and/or other real estate associated with Stephen Joyce in Lakeside, OR.
 49667 Highway 101 Bandon OR 97411 Po Box 766 Bandon OR 97411
 Po Box 1799 Bandon OR 97411

Phone: Cell/Mobile/Wireless and/or landline telephone numbers for Stephen Joyce in Lakeside, OR.
 (541) 759-4435
 (541) 347-3730

AKA: Alias, Nicknames, alternate spellings, married and/or maiden names for Stephen Joyce in Lakeside, OR.
 Mr Stephen William Joyce • Stephen Joyce • Mr Stephen W Joyce

Relatives: Mother, father, sisters, brothers, spouses and/or former spouses of Stephen Joyce in Lakeside, OR.
 Clara Joyce • Sara Smith • Barbara Gardner • Barry Joyce • Clyde Smith • Cynthia Ball • Eliot Ball • Frederick Smith • Heather Ball • Patrick Ball • Pauline Parks • Raymond Gardner • Sally Ball • Sarah Smith

Businesses: Businesses, Partnerships, Corporations, and Companies associated with Stephen Joyce

CPS WEST, INC
 49567 Highway 101 Bandon OR 97411
 Officer Name: STEPHEN JOYCE
 Title: PRESIDENT

CPS WEST, INC
 49667 Highway 101 Bandon OR 97411
 Officer Name: STEPHEN W JOYCE
 Title: REGISTERED AGENT

CPS WEST, INC
 49567 Highway 101 Bandon OR 97411
 Officer Name: STEPHEN JOYCE
 Title: SECRETARY

[VIEW FREE DETAILS](#)

Public Records for Stephen Joyce			
Paid Results Sponsored by TruthFinder.com			
Stephen William Joyce	Lakeside, OR	Age 60	DETAILS
Public Records for Stephen Joyce			
Paid Results Sponsored by BeenVerified.com			
Stephen W Joyce	LAKESIDE, OR	Age 60	DETAILS
Public Records for Stephen Joyce			
Paid Results Sponsored by PeopleLooker.com			
Stephen W Joyce	LAKESIDE, OR	Age 60	DETAILS

Public Records Search

First Name

 Last Name

 State

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Stephen Joyce
2476 S. Tenmile Lake
Lakeside, OR 97449

AFFIDAVIT
Dated May 29, 2021

To whom it may concern

I am the former tenant of the property at 49667 HWY
parents actually purchased the property. I formed the
purpose of a Machine Shop for Heavy Equipment Sales a
large metal building with a caretaker apartment inside it.
a commercial septic field. I personally stayed in the apart

The property was sold in 2004 to Mr. Nils Lau.



Signed: Stephen Joyce

On Mar 3, 2021, at 7:16 PM, Crystal Orr <corr@co.coos.or.us> wrote:

I do remember that conversation. I told you you would still have to figure out when the apartment was built, by talking to real estate agents, power company etc. I told you you may need to provide signed affidavits from real estate agents, neighboring properties, etc. I still think this would be your best route.

We cannot give you your fee back, staff has spent time on this application and has drafted the staff report.

I am not saying that you can only have a manufactured dwelling or RV, I am saying you have to prove that the caretaker apartment was sited at a time when it was allowed by the ordinance. As applicant you have to prove these things, staff cannot do that for you.

I do not believe we can just transfer your fee to a new application because we have already put time into this one.

Crystal Orr

Planner I
Coos County Planning
225 N Adams, Coquille, OR 97423 (Physical address)
250 N Baxter Coquille, OR 97423 (Mailing Address)
541-396-7770

From: Floras Lake Rental [<mailto:chris@floraslakerental.com>]
Sent: Wednesday, March 3, 2021 10:11 AM
To: Crystal Orr
Subject: Re: Conditional Use permit

This Message originated outside your organization.

Thanks for your quick response.

First of all, I had explained the entire situation to you from the beginning. I did mention the apartment of the caretaker was already built before my father bought the property. So how can I find out when exactly it was built?

So you are telling me the only thing I am presently allowed to do, is have the watchman life in a RV or manufactured dwelling. What do I need to do, to get the official approval for this? What about sewage and water?

If I am not allowed to get a building permit for the existing apartment, can I get my money back?

Or can I use it for another application? I would like to put up another storage building on the property. Can you send me the application material I need for this?

Kind regards
Christiane

Am 03.03.2021 um 10:05 AM schrieb Crystal Orr <corr@co.coos.or.us>:

Unfortunately our office is not open to the public. Coos County is in the Extreme COVID category. Can you explain what you are confused about particularly, I may be able to help via email. I may be able to give you a call to discuss, but I am not sure that would be helpful.

If you don't understand how to address the criteria you may need to consult with a land use attorney, land use consultant, etc.

Crystal Orr

Planner I
Coos County Planning
225 N Adams, Coquille, OR 97423 (Physical address)
250 N Baxter Coquille, OR 97423 (Mailing Address)
541-396-7770

From: Floras Lake Rental [<mailto:chris@floraslakerental.com>]
Sent: Wednesday, March 3, 2021 9:54 AM
To: Crystal Orr
Subject: Re: Conditional Use permit

This Message originated outside your organization.

Good morning Crystal,

Thank you for your email. To be honest, I am very confused.

Since I am in Oregon right now, I was wondering if I can make an appointment to visit you and discuss this situation?

Kind regards

Christiane

Am 18.02.2021 um 4:24 PM schrieb Crystal Orr <corr@co.coos.or.us>:

There are no distances from property lines to the structures on your property, I understand you are not building anything. Staff needs to be able to explain that the structures were built to meet setbacks, etc. Can you please submit a new plot plan with the setbacks, and also provide explanation as to what all 3 buildings are being used for. Please also note on the plot plan what year each structure was built.

From: Crystal Orr
Sent: Thursday, February 18, 2021 3:55 PM
To: chris@floraslakerental.com
Cc: Planning Department
Subject: Re: Conditional Use permit

Also, you need to explain what uses are occurring on the property that you would need a watchmen/caretaker. The only explanation I have found is "i am looking for a caretaker to rent this space so he can take care of the property and the other tenants who are renting the storage spaces since I have no property management company" I'm not clear as to what that means. Does this mean there are storage units on the property? Or are you renting out an entire shop for some type of commercial industrial use? We cant approve a caretaker for a property that doesn't have any permitted uses occurring.

From: Crystal Orr
Sent: Thursday, February 18, 2021 3:15 PM
To: chris@floraslakerental.com
Cc: Planning Department
Subject: Conditional Use permit

Hello,

I am trying to review your Conditional Use application and noticed that some of the criteria is not adequately addressed.

Under Section [5.6.1.125](#) it states:

When evaluating a conditional use application for alteration or repair of a nonconforming use, the following criteria shall apply:

1. The change in the use will be of no greater adverse impact to the neighborhood;
2. The change in a structure or physical improvements will cause no greater adverse impact to the neighborhood; and
3. Other provisions of this ordinance, such as property development standards, are met.

For the purpose of verifying a nonconforming use, an applicant shall provide evidence establishing the existence, continuity, nature and extent of the nonconforming use for the 10-year period immediately preceding the date of the application, and that the nonconforming use was lawful at the time the zoning ordinance or regulation went into effect. Such evidence shall create a rebuttable presumption that the nonconforming use lawfully existed at the time the applicable zoning ordinance or regulation was adopted and has continued uninterrupted until the date of the application

The criteria in the last paragraph you must have misunderstood because there is nothing within your application that verifies the date the dwelling unit was built within the shop. If you had given an affidavit with a date it would have been easier for staff to research this and apply what the ordinance allowed at the time it was built. Without a date that the dwelling was built within the shop there is

no way to approve your application. Please note the highlighted portion above. What this means is we have to verify that the dwelling unit would have been legal when it was sited, if we do not have a date of the siting, we cannot verify. Currently the ordinance DOES NOT allow a dwelling unit inside of a shop, the ordinance allows for a watchmen, but it states that the watchmen must reside within an RV or manufactured dwelling. This is why the nonconforming use was the only suggestion for permitting it.

You will need to get some kind of proof of when the dwelling unit was built before staff can proceed with your application review.

I apologize that I did not catch this sooner, when reviewing applications to make sure they have information it is difficult to catch whether criteria is properly addressed or not.

Please let me know if you have any questions,

Thank You,
Crystal Orr
Planner I
Coos County Planning

Disclaimer

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