



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: **Thursday, July 02, 2020**

File No: P-20-002

Proposal: Request for a land use authorization for a two (2) parcel partition

Applicant(s): Stephen & Robin Wright Clyde Mulkins
93754 Driftwood Inn Ln PO Box 809
North Bend, OR 97459 North Bend, OR 97459

Staff Planner: Crystal Orr, Planner I

Decision: **Approved with Conditions.** 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 5 p.m. on **Friday, July 17, 2020**. Appeals are based on the applicable land use criteria. Civil matters including property disputes outside of the criteria listed in this notice will not be considered. Partitions are subject to Coos County Zoning and Land Development Ordinance § 6.2.375(5)&(6) Review of Tentative Plan, Criteria for Approval, Conditional Approval; § 6.2.400 Access in Conjunction with a Land Division; § 6.2.475 Access; § 6.2.500 Easements; § 6.2.525 Lots and Parcels; § 6.2.550 Improvement Specifications; §6.2.800.3.p through q and s Final Plat Regulations; § 7.2, Table 7.2A Minimum Standards for New Roads and Driveways in Rural.

Subject Property Information

File Number: P-20-002

Applicant: Stephen & Robin Wright

Account Number: 163400

Map Number: 24S1311AC-00700

Property Owner: WRIGHT, STEPHEN H. & ROBIN M.
93754 DRIFTWOOD INN LN
NORTH BEND, OR 97459-9694

Situs Address: 93754 DRIFTWOOD INN LN NORTH BEND, OR 97459

Acreage: 4.75 Acres

Zoning: RURAL RESIDENTIAL-2 (RR-2)

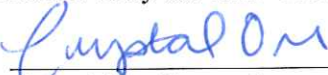
This notice shall be posted from July 2, 2020 to July 17, 2020

Special Considerations: NATIONAL WETLAND INVENTORY SITE (NWI)
RURAL UNINCORPORATED COMMUNITY (RUC)

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. If this matter is appealed, an appeal hearing will be conducted and notice of hearing will be provided in the same manner the notice of decision was distributed.

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 Crystal Orr, Planner I and the telephone number where more information can be obtained is (541) 396-7770.

This decision will become final at 5 P.M. on July 17, 2020 unless before this time a completed **APPLICATION FOR AN APPEAL OF A DECISION BY THE PLANNING DIRECTOR** form is submitted to and received by the Coos County Planning Department.

Reviewed by:  Date: Thursday, July 02, 2020.
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, Conditions of approval, application and all evidenced associated as listed in the exhibits.

EXHIBITS

Exhibit A: Conditions of Approval

Exhibit B: Vicinity Map & Template 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

Exhibit C: Staff Report

Exhibit D: Comments Received

Exhibit E: Application

EXHIBIT "A"

The applicant shall comply with the following conditions of approval with the understanding that all costs associated with complying with the conditions are the responsibility of the applicants and that the applicants are not acting as an agent of the county. If the applicant fails to comply or maintain compliance with the conditions of approval the permit may be revoked as allowed by the Coos County Zoning and Land Development Ordinance. Please read the following conditions of approval and if you have any questions contact planning staff.

CONDITIONS OF APPROVAL

The applicant has met the applicable criteria, with the following conditions:

1. All necessary federal, state, and local permits must be obtained.
2. Shall comply with all comments received and found as Exhibit "D" to this report.
3. All Final Plat shall meet the requirements SECTION 6.2.800 FINAL PLAT REGULATION AND REQUIREMENTS. Planning staff shall check of the requirements at the time of submittal and if not found to comply corrections shall be made prior to moving on to the Surveyor, Roadmaster and Assessor's Office for appropriate signatures.
4. Proof that the well meets standards within Section 6.2.800(3) and that the septic system meets Department of Environmental Quality (DEQ) requirements must be received for Parcel 1 by staff prior to the final plat being signed.
5. A check in the amount of \$83 must be received for the Coos Health & Wellness review fee prior to staff signing final plat.
6. Any development on "Parcel 2" including developing access (movement of ground) will require and application and request for comments to Department of State Lands. The applicant will be required to comply with any comments or recommendations from Department of State Lands.

EXHIBIT "B"
Vicinity Map & Tentative Plat

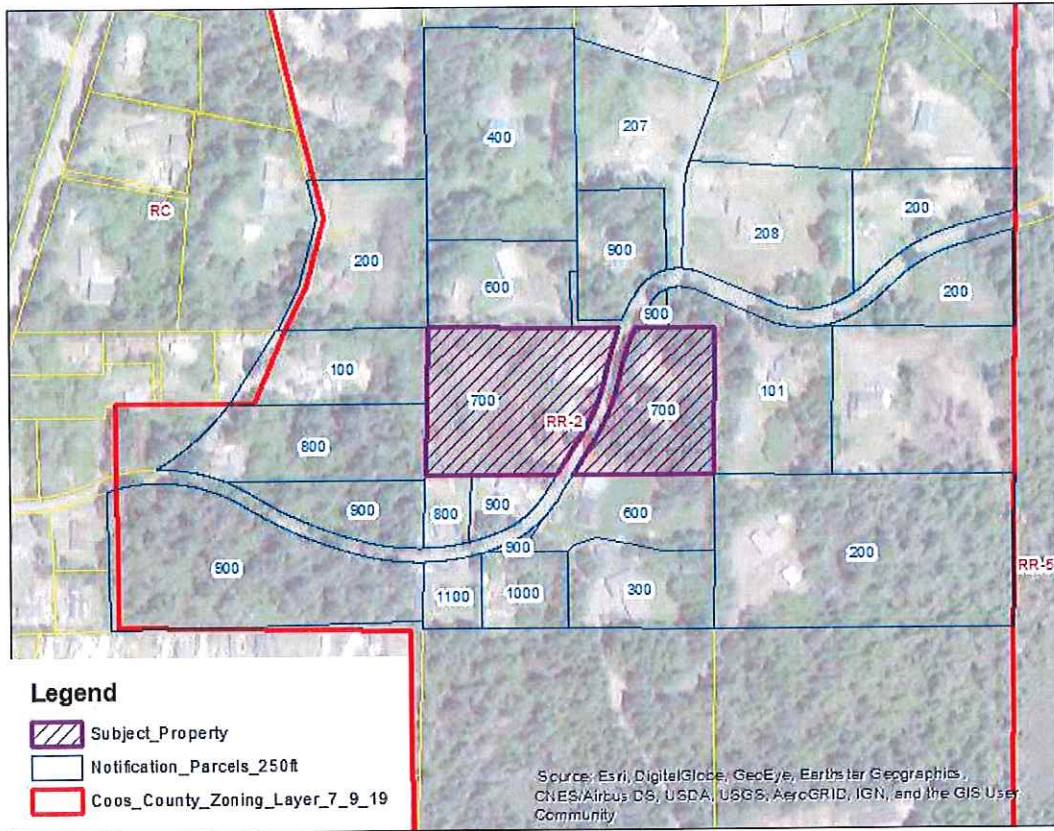


COOS COUNTY PLANNING DEPARTMENT

Mailing Address: 250 N. Baxter, Coos County Courthouse, Coquille, Oregon 97423
 Physical Address: 225 N. Adams, Coquille Oregon
 Phone: (541) 396-7770
 Fax: (541) 396-1022/TDD (800) 735-2900



File: P-20-002
 Applicant/Owner: Stephen & Robin Wright
 Date: June 24, 2020
 Location: Township 24S Range 13W Section 11AC TL 700
 Proposal: Partition



TENTATIVE PARTITION

LOCATED IN N1/2 NW1/4 SW1/4 NE1/4,
SEC. 11, T24S, R13W, WM, COOS CO, OR
TAX LOT 700, MAP# 245 13W II-AC. ACCOUNT# 163400
4.75 ACRES M/L ZONE - RR-2

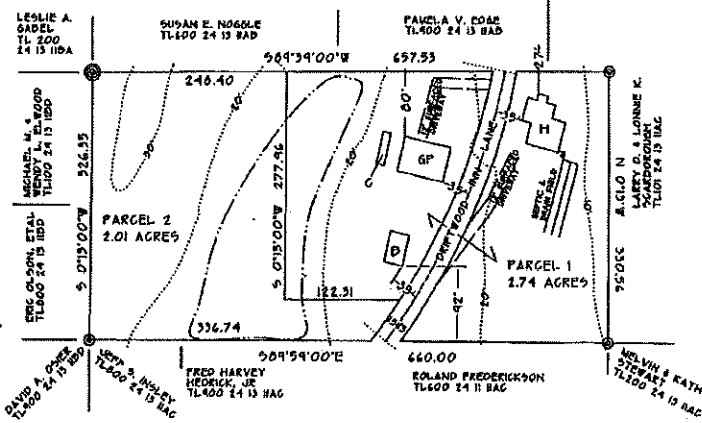
LEGEND

- INITIAL POINT
- RECORD MONUMENTS
- PROPOSED CORNERS TO BE SET
- 10' CONTOURS SOURCE 6006&E
- H HOUSE
- GP GENERAL PURPOSE BLDG
- C CONTAINER VAN
- FRESHWATER EMERGENT WETLAND

BASEIS OF BEARING ASSUMED C9#7D34

SCALE 1" = 100'

FEBRUARY 20, 2020



NOTES

- INUNDATION AREA - SEE FRESHWATER EMERGENT WETLAND SHOWN AREA.
- 100 YEAR FLOOD LINE - NONE OF THE SUBJECT PROPERTY IS WITHIN 15 WITHIN A FLOOD ZONE.
- VEGETATION - WEST OF LANE OPEN/GRASSY, EAST OF LANE FORESTED WITH OPENINGS.
- PROPOSED LAND USE - RESIDENTIAL.
- WATER - PARCEL 1 HAS EXISTING WELL LOCATED INSIDE SHOWN BARN. PARCEL 2 WILL NEED A WELL IN THE FUTURE WHEN DEVELOPED.
- SEWAGE DISPOSAL - INDIVIDUAL SEPTIC AND DRAIN-FIELD ARE NOT PROVIDE TO BUYER OF PARCEL 2.
- ACCESS - DRIFTWOOD INN LANE (CO. ROAD) PASSES THROUGH SUBJECT AREA
- POWER - CENTRAL LINCOLN PUD HAS POWER ALONG DRIFTWOOD INN LANE (CO. ROAD).
- ZONING - UR-2

LIENS AND ENCUMBRANCES

DEED OF TRUST - INST. NO. 2004-11904, DATED AUGUST 12, 2004, BENEFICIARY SOUTHERN OREGON FEDERAL CREDIT UNION.

PREPARED FOR:
STEPHEN H. & ROBIN M. WRIGHT
93754 DRIFTWOOD INN LANE
NORTH BEND, OR 97459

PREPARED BY:
MULKINS & RAMDO, LLC
P.O. BOX 609
NORTH BEND, OR 97459

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
CLYDE F. MULKINS
2006

RENEWAL 12/31/2020

EXHIBIT "C"
STAFF REPORT
FINDINGS OF FACT AND CONCLUSIONS

I. PROPOSAL

- A. PROPOSAL:** The applicants 'proposal is a request for Planning Director Approval for a two (2) parcel partition as provided by the Coos County Zoning and Land Development Ordinance (CCZLDO).
- B. BACKGROUND/PROPERTY HISTORY:** This property has a Manufactured Dwelling, Accessory Structure, Barn, well and septic system. The Manufactured Dwelling has an assessed year built of 1995 and was sited with a Zoning Clearance Letter (ZCL-94-558) that was issued September 14, 1994. The Accessory Structure has an assessed year built of 2006 and was sited with a Zoning Clearance Letter (ZCL-05-560) on August 31, 2005. The Barn was sited prior to the Coos County Zoning and Land Use Ordinance and is not currently being assessed; it was noted on a Zoning Clearance Letter (ZCL-85-422) as an existing improvement on August 22, 1985.

II. BASIC FINDINGS:

- A. LOCATION:** The subject property is located north of the City of North Bend located within the Rural Unincorporated Community of Hauser. The property is accessed via Driftwood Inn Road, which is a Coos County maintained public road.
- B. ZONING:** The property is zoned Rural Residential (RR).
There are two RR zonings: Rural Residential-5 (RR-5) and Rural Residential-2 (RR-2). The intent of the Rural Residential Districts includes justified sites plus "committed" areas. The County's plan prescribes and allocates a finite number of rural dwelling/units/acreage. The zoning ordinance will specify permitted uses and minimum lot sizes.

The purpose of the "RR-2" and "RR-5" districts are to provide for small to medium acreage dwelling sites outside of Urban Growth Boundaries, where a moderate intensity of land development is appropriate, but where urban services and facilities may not be available or necessary.

The "RR-2" district provides for continued existence of rural family life and to provide a transition of densities between urban development and exclusive agricultural and forestry uses.

The "RR-5" district provides for the orderly development of rural land so as to encourage the continued existence of rural family life and to provide a transition of densities between urban development and exclusive agricultural or forestry uses.

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 has National Wetland Inventory Site Special Consideration. Any development on "Parcel 2" including developing access (movement of ground) will require and application and request for comments to Department of State Lands. The applicant will be required to comply with any comments or recommendations from Department of State Lands.

D. SITE DESCRIPTION AND SURROUNDING USES: This property is located north of the City of North Bend. The property is zoned Rural Residential-2 (RR-2) and contains 4.75 acres. The parcels surrounding are all zoned Rural Residential.

E. COMMENTS:

- a. **PUBLIC AGENCY:** All comments received through the Technical Review Committee meeting are found at Exhibit "D". No other public agency comments have been received at this time.
- 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.

F. LAWFULLY CREATED UNIT OF LAND: This property is acknowledged as a lawfully created pursuant to CCZLDO § 6.1.125. I.e by deed or land sales contract prior to any planning or partition ordinances at the time it was created (Deed Document Book 308 Page 184).

III. STAFF FINDINGS AND CONCLUSIONS:

a. SUMMARY OF PROPOSAL AND APPLICABLE REVIEW CRITERIA:

The proposal is for a land partitions creating two parcels and is subject to Coos County Zoning and Land Development Ordinance § 6.2.375(5)&(6) Review of Tentative Plan, Criteria for Approval, Conditional Approval; § 6.2.400 Access in Conjunction with a Land Division; § 6.2.475 Access; § 6.2.500 Easements; § 6.2.525 Lots and Parcels; § 6.2.550 Improvement Specifications; §6.2.800.3.p through q and s Final Plat Regulations; § 7.2, Table 7.2A Minimum Standards for New Roads and Driveways in Rural.

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.

c. PARTITION REQUIREMENTS

Coos County Zoning and Land Development Ordinance (CCZLDO)

- *SECTION 6.2.350 TENTATIVE PLAT REQUIRMENTS:*

Finding: This section was reviewed prior to deeming the application complete. The application was found to be complete on April 24, 2020. An application for a land division shall meet the requirements of the tentative plan prior to setting up the Technical Review Committee to allow for comments and review.

- *Section 6.2.375 Review of Tentative Plan:*
 1. *Distribution to Affected Bodies. The Planning Department shall furnish a copy of the tentative plan to all affected special districts and cities which have a coordination agreement with Coos County; and*
 2. *Within twenty (20) days of postmark, each city, special district and County Department receiving a copy of the tentative plan should submit a written statement to the Planning Department with respect to any matter, information, or recommendation deemed necessary for the applicant's or public's benefit.*
 3. *The Planning Department shall make copies of all written statements available to the applicant and others interested.*

FINDING: The application was distributed to all affected bodies including special districts and agencies and/or departments that the County has an agreement with. Comments have been summarized below and were provided to the applicant as part of the TRC and found at Attachment "D".

- **Coos County Cartographer, Ellen Breiter had no objections and did not require any additional information. Please see her full comments in Exhibit D.**
- **Coos County Surveyor, Mike Dado commented that he had no objections to the proposed Land Division. There is a symbol in the legend for "Monuments to be Set", but none of these points show up on the map.**
- **Coos County Roadmaster, John Rowe commented that as per CCZLDO Chapter VII Table 7.2A the access roadway right-of-way requirement is a 40 ft. width of roadway serving 3 dwellings or less. The width was not noted on the tentative plat. A wetland is noted on the tentative plat. After discussion it is possible that a culvert might suffice in the low spot. They need to further investigate to meet regulations.**
- **John McDonald, Development Review Planner for Oregon Department of Transportation (ODOT) did not provide comments.**

- **Coos Health and Wellness, Richard Hallmark Environmental Health Program Manager did not provide comments.**

4. *Planning Director Review. The Planning Director, after reviewing the tentative plan and comments, may approve, conditionally approve, or disapprove any application. The Planning Director shall take action within forty-five (45) days of the date the application was accepted as complete, unless additional time is deemed necessary to complete the review.*

FINDING: The application was received March 25, 2020 and deemed complete April 24, 2020. This report is not within the 45 day timeline, additional time was necessary to complete the review.

5. *Criteria for Approval of tentative land division plan*
 a. *A decision on the tentative land division plan application shall be made and notices shall be processed as required in Chapter 5.0 of this ordinance.*

FINDING: The tentative land division plan is found to comply with the requirements of this article and other articles pertaining to mapping and access with conditions of approval. The decision will be processed accordingly.

- b. *The preliminary subdivision plan shall be approved if the Approving Authority finds the following:*
- i. *The information required by this Article has been provided;*
 - ii. *The design and development standards this chapter have been met; and*
 - iii. *Applicable transportation standards in chapter VII have been or will be complied with;*
 - iv. *Minimum parcel/lot sizes and requirements have been complied with for the zoning district.*
 - v. *If the preliminary plan provides for development in more than one phase, the Approving Authority makes findings and conclusions that such phasing is necessary due to the nature of the development, and that the applicant will be able to comply with the proposed time limitations.*

- **FINDING: The design and development standards have been met. The proposed access to the property is through Driftwood Lane. Minimum parcel size for the zoning district has been complied with. This is not a phased partition.**

c. *In granting tentative approval, the Approving Authority may impose conditions of approval deemed necessary to carry out the Comprehensive Plan and the provisions of this ordinance. Such conditions may include the construction of offsite public improvements, or money equivalent, deemed necessary, either immediately or in the future, as a result of the proposed development and shall be reasonably conceived to fulfill public needs emanating from the proposed development in the following respects:*

- i. *Protection of the public from the potentially deleterious effects of the proposed development;*
or
- ii. *Fulfillment of the need for public service demands created by the proposed development.*

FINDING: The application has been conditioned to ensure the proposal complies with the Coos County Comprehensive Plan and Implementing Ordinance.

6. *Conditional Approval. The Planning Director may impose special conditions upon the approval of a tentative plan when it is established that such conditions are necessary to protect health, safety or welfare. Conditions may include but are not limited to the following:*

- a. *roadway and plat design modifications;*
- b. *utility design modifications;*

- c. conditions deemed necessary to provide safeguards against documented geologic hazards;
- d. other conditions deemed necessary to implement the objectives of the Comprehensive Plan.

Finding: No special conditions will be imposed for this partition.

7. *Effective Date. Unless the action of the Planning Director is appealed, the action shall be effective upon the expiration of the appeal period pursuant to Article 5.8. Following approval of a tentative plan, the applicant may proceed with preparation of any required construction drawings. Development as per the tentative plan may yet be subject to approval of the supplemental information as required by Section 6.5.250(5) and approval of construction drawings as required by Section 6.5.350. [OR-92-07-012PL]*

Finding: The effective date for this tentative approval will be July 17, 2020 unless an appeal is received.

6. *Duration of Preliminary Subdivision Plan Approval*
- a. *Approval of a preliminary subdivision plan shall be valid for twenty-four (24) months from the date of approval of the preliminary plan, provided that if the approved preliminary plan provides for phased development, the approval shall be valid for the time specified for each phase. Each phase shall be valid for an additional twenty-four (24) months from the date of approval of the preliminary plan. For example if there were three phases each phase has 24 months from the date of the decision of the prior phase (decision of the first phase was on 10/11/13 then phase two has until 10/11/15 and phase three would have until 10/11/17 to be completed). An applicant may choose to set a lesser time limit but this represents the maximum time allowed for phasing.*
 - b. *If any time limitation is exceeded, approval of the tentative plan, or of the phase of the preliminary tentative plan, and any subsequent phases, shall be void. Any subsequent proposal by the applicant for division of the property shall require new Administrative Action.*
7. *Granting of Extensions.*
- a. *An applicant may request an extension of the validity of a tentative land division plan approval or, if the preliminary plan provides for phased development, an extension of the validity of a tentative approval with respect to the phase the applicant is then developing. Such request shall be considered a Ministerial Action and shall be submitted to the Director, in writing, prior to expiration of such approval, stating the reason why an extension should be granted.*
 - b. *The Director may grant an extension of up to twelve (12) months in the validity of a tentative plan approval or, if the tentative plan provides for phased development, an extension of up to twelve (12) months in the validity of a tentative plan approval with respect to the phase then being developed, if it is determined that a change of conditions, for which the applicant was not responsible, would prevent the applicant from obtaining final plat approval within the original time limitation.*

Finding: This land division is not a phase partition and shall be valid for two (2) years from the effective date. The final partition plat shall be filed on or before this two (2) year time period expires. If the applicant is unable to complete the conditions of approval and file the final partition prior to the expiration an extension can be applied for. Extensions are valid for twelve (12) months.

- **Section 6.2.400 Access in Conjunction with a Land Division:**

All access shall conform to the provisions under Article 6.2 and Chapter VII.

- **Section 6.2.475 Access:**

Each unit of land proposed to be created shall have access by way of a County road except as provided below:

1. *Local Access Road: A unit of land created by subdivision or partitioning may have access by way of an existing local access road provided:*
 - a. *The local access road was open to public use on January 1, 1986.*
 - b. *Use of the local access road is not restricted by adopted policies of the Comprehensive Plan.*
 - c. *The local access road is constructed to the private road standard contained in Article VII. However, if the road will, or could in the future, provide service to more than three (3) units of land in an urban unincorporated area or more than ten (10) units of land in a rural residential area, the finished top surface width shall be a minimum of 18 feet and turnouts shall not be required.*
 - d. *If the Approving Authority determines that the existing development pattern, topography, physical characteristics of the land, applicable land use regulations, or other circumstances affecting the area served by the local access road prevent the road from being used to provide access to more than three (3) units of land in an urban unincorporated area or more than ten (10) units of land in a rural residential area, the Approving Authority may allow the local access road to be constructed to the same standards that are required for private roads, pursuant to Article VII.*
 - e. *Additional right-of-way is provided along the frontage of the subject property when such is required to meet the minimum right-of-way requirements for a County road.*
 - f. *The applicant agrees to participate in a private maintenance program for the local access road and executes any documents required by the Approving Authority to insure such participation.*
 - g. *The applicant agrees to participate in any local improvement district which may be formed under ORS 371.605 to 371.660 or the Coos County Local Assessment Ordinance to improve the local access road to County Road standards. The applicant shall execute any documents required by the Approving Authority, including a waiver of remonstrance, to insure such participation.*
2. *In addition to the requirements above, approval of a subdivision served by a local access road shall require:*
 - a. *All interior streets in the subdivision that require dedication shall be built to the County standard such that they may be incorporated into the County road maintenance system.*
 - b. *The subdivision shall be subject to adequate restrictive covenants or other similar device which require interior streets to be maintained by lot owners in accordance with County standards. Such restrictive covenants shall be enforceable by the County.*
3. *Any access approval request under this section shall be reviewed to assure that no development occurs in known natural hazard areas without appropriate safeguards. The Planning Director or designee may condition its approval of a request on the provision of such safeguards, or otherwise condition approval of such requests to insure compatibility with the objectives of this ordinance, and the Coos County Comprehensive Plan.*

- **Section 6.2.500 Easements:**

Easements may include but are not limited to the following:

1. *Private Road Access information is found in Chapter VII (Roads or Streets).*
2. *Utility Easements. Easements including but not limited to sewers, water mains and electrical lines shall be at least fifteen (15) feet wide, except for utility pole tieback easements which may be reduced to six (6) feet in width.*

3. *Pedestrian and Bicycle Ways.* When necessary for public convenience, safety or if designated on an adopted County or State recreation or transportation system plan, the County Planning Director will require a developer of a subdivision, PUD, and office park complex to dedicate to the public, public access easements ten (10) feet in width. Said easements may be deemed necessary to provide access:
 - a. through unusually long or oddly shaped lots or parcels;
 - b. to schools, parks, or other public areas;
 - c. for pedestrian travel adjacent to streets;
 - d. to water bodies or other natural amenities;
 - e. between streets or cul-de-sacs; or
 - f. between office structures and through parking facilities.
4. *Slope Easements.* Necessary when right-of-way slope construction extends outside of the normal right-of-way.

Finding: Both parcels will have direct access through Driftwood Inn Lane.

There is no proposed pedestrian or bicycle path as part of this request as this is not required for this land division. There is no requirement for a slope easement.

Therefore, the above criteria have addressed the access and easement criteria.

- **Section 6.2.525 Lots and Parcels:**

1. Lot and parcel sizes shall meet the minimum lot sizes as established by the applicable zoning district.
2. Within an Urban Growth Boundary no lot area, yard, offstreet parking and loading area or other open space which is required by this Ordinance for one use shall be used as the required lot area, yard or other open space for another use, such as utility easements, access easements, road and street right-of-ways or septic drain fields.
3. Outside of the urban growth boundary no lot area, yard, offstreet parking and loading area or other open space which is required by this ordinance for one use shall be used as the required lot area, yard or other open space for another use. This does not include utility easements, private road access easements or septic drainfields; but does include all public road and street right-of-ways.
4. Panhandle lots or parcels shall be an acceptable method of land division. More than two contiguous panhandles (as opposed to the panhandle "lots" themselves) shall not be permitted. Where two panhandles are contiguous, the County may require easements and construction of an access road. Panhandles are also referred to flag lots.
5. Dimensional Standards. The property will comply with development standards set out in the applicable zoning districts.

- **Section 6.2.550 Improvement Specifications:**

Improvements shall conform to the following standards:

1. Proof of an adequate supply of potable water. Water supply systems, both public and private, shall conform to the requirements of state law. Adequate water supply may be accomplished with storage tanks. Water requirement of Section 6.2.800(3).
2. Sewage disposal systems, both public and private, shall conform to the requirements of state law.
3. Grading shall be performed and drainage facilities installed (i.e. French drains, catch basins, etc.) as is necessary to provide proper drainage within the partitioned area.

4. *The installation of storm sewers may be required where necessary to insure proper drainage, to conform to an established or proposed drainage system or to eliminate threat to the public health and safety.*
5. *Streets or roads shall conform to the improvement standards stated in Chapter VII of this Ordinance. The county may deny, approve or approve with conditions a development proposal in order to minimize impacts to and protect transportation facilities. Any application that is expected to impact the state highway system must be provided to the Oregon Department of Transportation for their review and comment regarding conformance with state access management and mobility standards.*
6. *Sidewalks of an all-weather material not less than five (5) feet in width, nor more than eight (8) feet in width shall be constructed as close to the center of pedestrian and bicycle ways as practical, when required.*
7. *Erosion prevention. When necessary to prevent erosion all cuts and fills and other graded areas shall be protected from erosion by appropriate seeding or planting of grass shrubs, trees or other soil stabilizing vegetation. (OR 98-12-009PL)*

Finding: This property is zoned Rural Residential-2 (RR-2) and contains approximately 4.75 acres. The minimum lot size within the RR-2 zone is two (2) acres. The property has a well and septic system that will remain on Parcel 1. The applicant has asked that the water supply be waived for Parcel 2. All Parcels will exceed the minimum lot size for the zoning district; Parcel 1 will have 2.74 Parcel 2 will have 2.01 acres.

The property is outside of the Urban Growth Boundary; therefore, does not require any lot area, yard, off street parking, loading or any other type of open space for this partition. The proposal does not include a panhandle lot. The minimum street frontage is 30 feet; both proposed parcels meet this standard. The minimum lot width and depth of 50 feet has been met for both parcels.

Proof that the well meets standards within Section 6.2.800(3) and that the septic system meets Department of Environmental Quality (DEQ) requirements must be received for Parcel 1 by staff prior to the final plat being signed.

The property appears to have a large freshwater emergent wetland and not development shall take place in the wetland without review from Department of State Lands.

A grading and storm water plan is not required at this time; however, grading, drainage, and erosion prevention maybe required if and when new development takes place.

Therefore, the criterion for a tentative plan has been met.

IV. NOTICE REQUIREMENTS:

A notice of decision will be provided to property owners within 250 feet of the subject properties and the following agencies, special district, or parties: Hauser Fire Department; and Coos Bay- North Bend Water Board. The following will receive the decision and all attachments:

Property Owners and Applicant
 Applicant's Surveyor
 Board of Commissioners
 Planning Commission
 Department of Land Conservation and Development
 Coos County Road Department
 Coos County Surveyor
 Coos County Assessor
 Oregon Department of Transportation

File Number: P-20-002

Exhibit "D"
Comments Received



COOS COUNTY SURVEYOR
250 N. Baxter Street, Coquille, Oregon 97423

Michael L. Dado
541-396-7586
Email coosurvey@co.coos.or.us

April 23, 2020

To: Crystal Orr

Re: Land Partition P-20-002
Stephen H. & Robin M. Wright
24-13- 11AC, TL 700

Crystal,

I have no objections to this proposed Land Partition. There is a symbol in the Legend for "Monuments to be Set", but none of these points show up on the map. I have no further comments at this time.

Very truly yours

A handwritten signature in black ink that reads "Michael L. Dado". The signature is written in a cursive style.

Michael L. Dado



COOS COUNTY ASSESSOR'S OFFICE

250 North Baxter Street, Coquille, Oregon 97423

(541) 396-7901

FAX (541)396-6071/TDD 1-800-735-2900

STEVE JANSEN
ASSESSOR

April 27, 2020

Planning Department
Crystal Orr

Re: Tentative Partition Plat (P-20-002)
Account # - 163400
Map # - 24-13-11AC TL700

Dear Crystal,

Our office has reviewed the above referenced tentative partition plat and have found the following items that need attention:

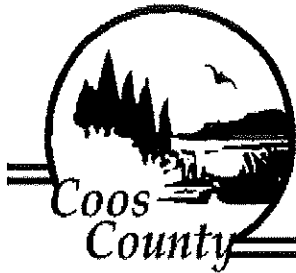
1. Everything appears to be in order.
2. The current taxes must be paid in full before the Assessor can sign the plat.
3. If the final plat is not filed before July 1st, a pre-payment of taxes must be collected.
4. If the tax statements are not mailed by the time final plat is submitted for approval, then a pre-payment of taxes must be collected before the Assessor can sign the plat.
5. Please be advised that there is a potential for additional tax on this property.
6. We assume the legal description and signature block will be shown on the final plat.
7. Please be advised that a processing fee of \$150.00 will be required before the Assessor signs the final plat.

Sincerely,

Ellen Breiter
Cartographer

CC: Mike Dado, County Surveyor
Clyde Mulkins, Surveyor
File

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



PUBLIC WORKS

ROAD - SOLID WASTE

250 N Baxter Street, Coquille, Oregon 97423

(541) 396-7665

FAX (541) 396-1023

JOHN ROWE

Director / Roadmaster

March 30, 2020

Jill Rolfe
Planning Director

Re: Tentative Plat Review – Partition P-20-002
T24S, R13W, Section 11AC TL 700
Applicant: Stephen & Robin Wright

Comments

As per CCZLDO Chapter VII Table 7.2A the access roadway right-of-way requirement is a 40 ft. width for a roadway serving 3 dwellings or less. The width was not noted on the tentative plat.

A wetland is noted on the tentative plat. After discussion it is possible that a culvert might suffice in the low spot. They need to further investigate to meet regulations.

Thank you,

John L. Rowe
John Rowe
Roadmaster

Coos County Planning
Land Division Supplemental Application

VI. Additional Information Required –

1. Lien holder(s) name: **Southern Oregon Federal Credit Union**
2. List of Easements and type: **None**
3. Covenants or Deed Restrictions that apply: **None**
4. Legal Access and maintenance agreements: **Driftwood Inn Lane, a county road**
5. Is the subject property part of an existing plat (partition or subdivision) Yes, answer the following:
 - a. What year was the plat recorded; and
 - b. Was it part of a partition or subdivision? Remember if property that has been partitioned or was part of a partition within the prior three years then the partition shall be reviewed pursuant to subdivision criteria.
6. Does the property current have water, sewer or on-site septic, Development?
7. Is the applicant requesting the Planning Director to waive the water requirements yes no, and if yes please explain why.
8. Are there natural hazards that apply to this property? **Select One**
9. Is any portion of this property located within the Coastal Shoreland Boundary or Estuary? If so this shall be indicated on the plat. If within a CSB there will be additional site development criteria that apply. **No**
10. Is this property with the Beaches and Dunes? If so, this feature shall be identified and a noted that additional criteria may apply. **No**

VII. General Outline of process – If there is missing information the application will be deemed incomplete. The following is a general outline of the process for the review of land divisions in Coos County:

- a. Application is filed and reviewed for completeness pursuant to §5.0.200;
- b. Technical Review Committee (TRC) reviews tentative plans within 30 days from the date the application has been deemed complete. The Planning Director may extend this timeline if needed;

- c. Planning Director makes a decision unless subject to limited land use notice. If subject to limited land use notice pursuant to Article 5.0 a notice of decision will be mailed out within seven days of the expiration of the limited land use notice;
- d. Applicant submits construction drawings for any new public roads or access easements to the Roadmaster. The County Roadmaster reviews construction drawings and applicable specifications for public roads and access easements;
- e. Applicant constructs or bonds for required improvements;
- f. County Roadmaster inspects construction unless improvements are bonded;
- g. Applicant submits final plat after all conditions of approval have been completed;
- h. Planning Department coordinates review of final plat by affected County Departments;
- i. Board of Commissioners reviews final plats for subdivisions and for partitions proposing public dedications;
- j. Planning Director reviews final plats for partitions not proposing public dedications; and
- k. If the final plat is approved, the applicant shall comply with Section 6.2.825 and file the plat with the County Clerk. (OR 92-07-012PL)

VIII. SECTION 6.2.350 TENTATIVE PLAT REQUIRMENTS (Tentative Plan):

1. Application Requirements

- a. An application and a tentative plat for approval shall be initiated as provided in Section 5.0.150 of this ordinance.
- b. The applicant shall file with the Director the original and four (4) additional copies of the tentative map on 11" X 17" paper for partitions and 18" x 24" paper for subdivisions.
- c. The tentative plat shall be clearly and legibly drawn. It shall show all required information to scale so that the Approving Authority may have an adequate understanding of what is proposed. Under ordinary circumstances, the scale shall use a typical engineer scale (example 1" = 50').
- d. If the tentative plat requirements have not been met the application will be deemed incomplete until the maps have been correct and at that time the Technical Review Committee meeting will be scheduled.

2. Information required for tentative plat.

a. All Land Divisions

- North arrow, scale and date of the drawing.
- Appropriate identification clearly stating the map is a tentative plat.
- Names and addresses of the landowners, subdivider/partitioner and the engineer, surveyor, land planner or landscape architect responsible for designing.
- The tract designation or other description according to the real estate records of Coos County [Township, Range, Section, Tax Lot Number(s), and Assessor's Tax Account Number(s)].
- The boundary line (accurate in scale) of the tract to be divided and approximate acreage of the property.
- Contours with intervals of forty (40) feet or less referred to United States Geological Survey (or mean sea level) datum.
- The names of adjacent subdivisions or the names of recorded owners of adjoining parcels of unsubdivided land.
- The location, widths, and names of existing or platted streets or other public ways (including easements) within or adjacent to the tract, existing permanent buildings, railroad rights-of-way and other important features such as section lines, political subdivision boundary lines and school district boundaries.

- Existing sewers, water mains, culverts, drainage ways or other underground utilities or structures within the tract or immediately adjacent thereto, together with pipe sizes, grades and locations indicated.
- Location, acreage and dimensions of land to be dedicated for public use or reserved in the deeds for the common use of property owners in the proposed land division, together with the purpose of conditions or limitations of such reservations, if any.
- Easements, together with their dimensions, purpose and restrictions on use.
- Zoning classification of the land and Comprehensive Plan map designation.
- Draft of proposed restrictions and covenants affecting the plat if applicable. If not applicable indicate that on the form.
- Predominant natural features such as water courses and their flows, marshes, rock outcropping, and areas subject to flooding, sliding or other natural hazards. Applicable natural hazards may be verified with planning staff.
- A current property report (less than 6 months old) indicating any taxes, assessment or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development. A title report is acceptable.

b. Subdivisions – Shall include the following additional information:

- The proposed name of the subdivision must be on the plat.
- The proposed street pattern or layout showing the name and widths of proposed streets and alleys.
- Private streets and all restrictions or reservations relating to such private streets.
- Proposed Subdivision proposed lots, approximate dimensions, size and boundaries. Residential lots shall be numbered consecutively. Lots that are to be used for other than residential purposes shall be identified with letter designations.
- Parks, playgrounds, recreation areas, parkways, and open space for public use, clearly identified.
- The location of existing or proposed bicycle and/or pedestrian facilities if required under Article VII of this Ordinance.
- Proposed means and location of sewage disposal and water supply systems.

3. Development Phasing

a. Subdivisions shall:

- i. provide for platting in as many as three (3) phases. The preliminary plan must show each phase and be accompanied by proposed time limitations for approval of the final plat for each phase.
- ii. Time limitations for the various phases must meet the following requirements:
 - 1. Phase 1 final plat shall be approved within twenty-four (24) months of preliminary approval.
 - 2. Phase 2 final plat shall be approved within thirty-six (36) months of preliminary approval.
 - 3. Phase 3 final plat shall be approved within forty-eight (48) months of preliminary approval.

b. Partitions shall:

- i. Provide all phasing for partitions. If phasing is proposed then road standards for subdivisions shall apply.
- ii. If a land division is proposed on a property that has been partitioned in the prior three years then the partition shall be reviewed pursuant to subdivision criteria.

IX. Criteria: The following criteria will need to be addressed:

- a. A decision on the tentative land division plan application shall be made and notices shall be processed as required in Chapter 5.0 of this ordinance.
- b. The preliminary plan shall be approved if the Approving Authority finds the following:
 - i. The information required by this Article has been provided;
 - ii. The design and development standards of Chapter 6 have been met;
 - iii. Applicable transportation standards in chapter VII have been or will be complied with;
 - iv. Minimum parcel/lot sizes and requirements have been complied with for the zoning district.
 - v. If the preliminary plan provides for development in more than one phase, then Approving Authority makes findings and conclusions that such phasing is necessary due to the nature of the development, and that the applicant will be able to comply with the proposed time limitations.
 - vi. In granting tentative approval, the Approving Authority may impose conditions of approval deemed necessary to carry out the Comprehensive Plan and the provisions of this ordinance. Such conditions may include the construction of offsite public improvements, or money equivalent, deemed necessary, either immediately or in the future, as a result of the proposed development and shall be reasonably conceived to fulfill public needs emanating from the proposed development in the following respects:
 - i. Protection of the public from the potentially deleterious effects of the proposed development; or
 - ii. Fulfillment of the need for public service demands created by the proposed development.
- c. Conditional Approval. The Planning Director may impose special conditions upon the approval of a tentative plan when it is established that such conditions are necessary to protect health, safety or welfare. Conditions may include but are not limited to the following:
 - i. roadway and plat design modifications;
 - ii. utility design modifications;
 - iii. conditions deemed necessary to provide safeguards against documented geologic hazards; and/or
 - iv. Other conditions deemed necessary to implement the objectives of the Comprehensive Plan.



NOTICE OF COMPLETENESS

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

Friday, April 24, 2020

Stephen & Robin Wright
93754 Driftwood Inn Ln
North Bend, OR 97459

Mulkins & Rambo
Clyde Mulkins
PO Box 809
North Bend, OR 97459

RE: Completeness Review for P-20-002

Dear Applicant(s):

Thank you for submitting a Land Division application. The first step in the application process is a completeness review. The following items were required to be included in your application or determined prior to the acceptance of the application:

- 1. The correct and completed application form was filed. If the proposed use/activity will occur in an identified hazard area the correct reports or certifications have been included.
- 2. Applications shall be submitted by the property owner or a purchaser under a recorded land sale contract. "Property owner" means the owner of record, including a contract purchaser. The application shall include the signature of all owners of the property. A legal representative may sign on behalf of an owner upon providing evidence of formal legal authority to sign; (a consent form may be accepted or exceptions may apply 5.0.175)
- 3. One original and one exact unbound copy of the application or an electronic copy shall be provided at the time of submittal for all applications; (Staff may be able to create an electronic copy for you)
- 4. A detailed Project Proposal was provided;
- 5. A detailed parcel map of the subject property illustrating the size and location of existing and proposed uses, structures and roads on an 8½" x 11" paper to scale. Applicable distances must be noted on the parcel map along with slopes. (See example plot map);
- 6. Covenants or deed restrictions on the property were provided or were found not to exist.
- 7. All of the lots or parcels that are currently within the applicant's ownership, co-ownership or is purchasing which have a common boundary with the subject property on an assessment map were listed on the application;
- 8. A copy of the current deed of record has been provided;
- 9. All the applicable criteria have been addressed;
- 10. The property was created legally;
- 11. All development was cited in compliance with the Coos County Zoning and Land Development Ordinance or this application will bring a use or activity into compliance; and
- 12. All road, driveway, access, parking plan or traffic impact analysis has been submitted as required by the Coos County Zoning and Land Development Ordinance.

This application has been:

- Deemed complete as of the date this letter was sent and the application has been forwarded to all applicable agencies or departments for comment; or

- Deemed incomplete due to missing information as identified by the unchecked boxes above. As the applicant for a permit or limited land use it is your responsibility to submit one of the following within 180 days to the Planning Department:
- a. All of the missing information;
 - b. Some of the missing information and written notice from the applicant that no other information will be provided; or
 - c. Written notice from the applicant that none of the missing information will be provided.

If the application is found to be incomplete and steps a, b or c are not completed within the required timeframe (180 days), then on the 181st day the application will be deemed void. If you submit material by email you are responsible to follow up with staff to ensure that information was received. On the day the department receives one of the options (a. through c.) above is the date your application will be considered complete.

Once your application has been deemed complete staff will continue with the review process. Your application will go through the following steps (checked steps apply to your application):

1. The first step is requesting comments from any applicable agency or department. Most agencies have 30 days to respond to comments.
2. If this is a land division Technical Review Committee (TRC) will be scheduled once all comments have been received. Once the TRC has been completed a tentative decision is mailed out approximately six (6) weeks after. The notice of tentative decision will provide for a fifteen (15) day opportunity to appeal. If appealed it will be scheduled for hearing. The decision only becomes final after the final partition plat has been filed.
3. If this is application requires a hearing, a notice of hearing will be provided 20 days prior to the hearing. Once the hearing is concluded a notice of decision will be mailed out within five to seven days. If this is a Planning Commission decision the notice will provide for an opportunity to appeal (15) fifteen days to the Board of Commissioners. If this is a Board of Commissioners decision there is a twenty-one (21) day appeal period to the Land Use Board of Appeals.
4. If this is an administrative review (Administrative Conditional Use, Extension, Lawfully Created Parcel Determination or Variance) a notice of decision with an opportunity to appeal will be mailed out once the review has been completed. Approximately, six weeks after the application has been deemed complete. The notice of decision will provide for a fifteen (15) or twelve (12) day opportunity to appeal depending on the type of application. If not appealed the decision becomes final.
5. If this is a limited land use notice then a notice requesting comments will be mailed as soon as the application has been deemed complete and then a review and decision will be issued. Approximately, four weeks after the comments time has expired. The notice of decision will provide for a (12) twelve or fifteen (15) day opportunity to appeal depending on the type of application. If not appealed the decision becomes final.

Except when an applicant requests an extension of the timelines, the governing body of the county or its designee shall take final action on an application for a permit or limited land use decision within 120 (urban zone) days or 150 (rural) days as applicable.

If you have questions about the land use process please contact planning staff for assistance.

Thank you,

Crystal Orr

Crystal Orr, Planning Specialist
C: File

LAND USE PERMIT APPLICATION – BALANCE OF COUNTY
COOS COUNTY PLANNING DEPARTMENT

COMPLETED BY STAFF	
Received By: <u>JMB</u>	<input type="checkbox"/> COMP PLAN AMENDMENT
Date Submitted: <u>3/25/20</u>	<input type="checkbox"/> ZONE CHANGE
Application No.: <u>P-20-002</u>	<input type="checkbox"/> TEXT AMENDMENT
Fee: <u>1785⁰⁰</u>	CONDITIONAL USE REVIEW
Fee Paid: <u>1785⁰⁰</u> ✓	<input type="checkbox"/> HEARINGS BODY
Receipt No.: <u>214579</u>	<input type="checkbox"/> ADMINISTRATIVE
	<input type="checkbox"/> VARIANCE
	<input checked="" type="checkbox"/> LAND DIVISION *
	<input type="checkbox"/> HAZARD REVIEW *
	<input type="checkbox"/> FARM OR FOREST REVIEW *
	<input type="checkbox"/> FAMILY/MEDICAL HARDSHIP*
	<input type="checkbox"/> HOME OCCUPATION/COTTAGE INDUSTRY
	*Supplemental Application required
	STAFF NOTES:

Please type or clearly print all of the requested information below. Please be sure to include any supplemental application for if required.

I. APPLICANT

Name: Stephen H. & Robin M. Wright

Mailing Address: 93754 Driftwood Inn Ln.

City North Bend State OR Zip 97459

Daytime Phone 541-756-5592

Email:

II. OWNER(S)

Name: Stephen H. & Robin M. Wright

Mailing Address: 93754 Driftwood Inn Ln.

City North Bend State OR Zip 97459

Daytime Phone 541-756-5592

Email:

III. PROPERTY - If multiple properties are part of this review please check here and attached a separate sheet with property information.

Location or Address: 93754 Driftwood Inn Ln.

No. Acreage 4.75 acres

Tax Acct. 163400

Township: Range: Section: ¼ Section: 1/16 Section: Tax lot:

24S 13W 11 A C 700

Zone: Rural Residential-2 Water Service Type: On site

Sewage Disposal Type: On-site

School District: North Bend

Fire District: North Bay

IV. REQUEST SUMMARY (Example: "To establish a template dwelling in the Forest Zoning District.") To partition off a 2 acre parcel for future development. At this time there are no plans to build a new residential dwelling.

V. 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.

- A. 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.
- B. 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
- C. 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.

x Stephen H. Wright

X. Roberta M. Wright

Application Check List

Stephen H. & Robin M. Wright
T24S-R13W-Sec11-AC TL700

- A. The intent of this application is to partition off a 2 acre parcel from 4.75 acres. The property is Zoned RR-2 so it qualifies for the proposed land division, subject to other condition being satisfied.
 - 1. Driftwood Inn Lane County Road passes through the 4.75 acre property. A 50 foot driveway for the 2 acre partition property will connect to the county road for legal access.
 - 2. The subject property to be partitioned is 4.75 acres. After the partition is finalized the parent parcel (P1) will be 2.74 acres. The partitioned parcel (P2) will be 2.01 acres. The existing structures, vegetation, access and topography are shown on the tentative partition map.
 - 3. The partitioned parcel (P2) will not be developed at this time. The proposed buyer wishes to hold onto the property for later use. No structures, septic or water improvements are planned at this time including the driveway.
 - 4. There are no water districts or sewer districts in the vicinity of this property.

- B. The tentative map is the plot plan.
 - 1. All existing structures shown on the tentative map.
 - 2. Existing county road shown on the tentative map.
 - 3. Existing septic and drain field shown on tentative map. There is no designated repair area known for the septic system, but there is more than sufficient area to install one.
 - 4. None of the property lies within an area below the elevation for the 100 year base flood elevation.
 - 5. Vegetation shown on the tentative map.
 - 6. The area that falls within the designated "Fresh Water Emergent Wetland" as shown on the tentative map.
 - 7. Driftwood Lane is a gravel road with 16 feet of surfacing through the subject property, and 18 to 20 feet wide from Wildwood Drive to the property.



300 W Anderson
(541)269-5127

OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): Mulkins and Rambo, LLC
PO Box 809
North Bend, OR 97459

Customer Ref.: _____
Order No.: 360619028156
Effective Date: July 31, 2019 at 08:00 AM
Charge: \$250.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:
Stephen H. Wright and Robin M. Wright, as tenants by the entirety

Premises. The Property is:

(a) Street Address:

93754 Driftwood Inn Lane, North Bend, OR 97459

(b) Legal Description:

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

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.
7. Rights of the public to any portion of the Land lying within the area commonly known as Public roads, streets and highways.
8. An application for de-titling the manufactured home from personal property to real property has been approved, as disclosed by application:

Recording Date: February 3, 1995
Recording No: 1995-20115

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

Amount: \$168,000.00
Dated: August 12, 2004
Trustor/Grantor: Stephen H. Wright and Robin M. Wright
Trustee: Ticor Title Company
Beneficiary: Southern Oregon Federal Credit Union
Recording Date: August 18, 2004
Recording No.: 2004-11904

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

Fiscal Year: 2018-2019

Ticor Title Company of Oregon
Order No. 360619028156

Amount: \$2,476.40
Levy Code: 1317
Account No.: 163400
Map No.: 24S1311AC00700

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

Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

John Beaver
541-269-5127
john.beaver@ticortitle.com
Ticor Title Company of Oregon
300 W Anderson
Coos Bay, OR 97420

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

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

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

END OF THE LIMITATIONS OF LIABILITY

95 02 0115



DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLE SERVICES
5000 LAMAR AVE., SE. SALEM, OREGON 97302

APPLICATION TO EXEMPT A MANUFACTURED STRUCTURE FROM REGISTRATION AND TITLING

Owner's Certificate of Legal Interest

INSTRUCTIONS:

Complete all sections. This form must be signed by all interest holding parties and have a Title Report or Lot Book Report attached that cannot be over 7 days old when submitted to DMV.

This form and Title Report or Lot Book Report must be submitted with your manufactured structure ownership documents and, if the manufactured structure is to be financed by a third party, proof of a loan approval.

Legal description and location of real property (description as recorded by county recorder or a certified copy of your deed may be substituted): THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

If there is a mortgage, deed of trust or lien on this land, list all mortgagees and beneficiaries of deeds of trust below. Space is provided for two names and addresses. If there are none, write "none".

WESTERN BANK, P.O. BOX 869, COOS BAY, OREGON 97420

Tax Lot Number (from assessor): 700

PART II

Legal description of the manufactured structure that is located on the real property described above:

YEAR	MAKE	WIDTH	LENGTH	VEHICLE IDENTIFICATION NO.
<u>1995</u>	<u>BUCKLINGHAM</u>	<u>39'</u>	<u>65'</u>	<u>1Z6123KUB2BELL-A</u>

List all security interest holders, mortgagees, beneficiaries of deeds of trust, and lienholders whose interest is secured by the manufactured structure described above. Space is provided for two names, addresses and approvals. Signatures from the parties listed below are their approval that the application may be submitted. If there are none, write "none".

WESTERN BANK, P.O. BOX 869, COOS BAY, OREGON 97420

**FIRST AMERICAN TITLE
OF WILLAMETTE VALLEY**
454 Commercial 1893571A

SIGNATURE OF SECURED PARTY: [Signature] DATE: 1-4-95 SIGNATURE: [Signature]

Tax Lot Number (from assessor): 700

I/We do not know the whereabouts of the permanent plate assigned to this vehicle.

I/We certify that the statements made above are accurate to the best of my/our knowledge. All liens, deeds of trust, mortgages and security interests have been listed. If there are none, I/We have certified this by writing "none" in the space provided.

PRINTED NAME OF OWNER: ALLEN VAN DOLAH and ELIZABETH VAN DOLAH

ADDRESS: 392 DRIFTWOOD INN ROAD, NORTH BEND, OREGON 97459

ADDRESS: 392 DRIFTWOOD INN ROAD, NORTH BEND, OREGON 97459

OFFICE USE ONLY

Application for exemption for a manufactured structure is hereby approved.

DATE: 2-1-95 SIGNATURE OF OWNER: [Signature]

This exemption is VOID if not recorded with the county within 15 calendar days from: 2-2-95

SEE REVERSE FOR COUNTY RECORDING AREA

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EXHIBIT "A"
Legal Description

The N 1/2 of the NW 1/4 of the SW 1/4 of the NE 1/4 of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

EXCEPT that portion embraced in the County Road.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

95 02 0115

Official Recording by County Clerk.

RECORDING # 95020115
I, Mary Ann Wilson,
Goos County Clerk, certify
the within instrument
was filed for record at



3:40 PM ON 02/03/1995
By M. BRIGHT Deputy
pages 2 Fee \$ 18.00

FORM NO. 11 - ACKNOWLEDGMENT - CORPORATION

STEVENS NEWS LAW PUB CO PORTLAND, ORE.

STATE OF OREGON,

County of GOOS
before me appeared SUSAN KARSTEITER

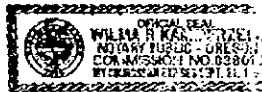
On this 6th day of JANUARY, 19 95,
and both to me personally known, who being

duly sworn, did say that he, the said SHE
is the ~~President~~ Secretary of the said MORTGAGE LOAN OFFICER

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and

acknowledge said instrument to be the free act and deed of said Corporation.

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



William R. Kammerzell
Notary Public for Oregon.
My Commission expires 9/21/98

STATE OF OREGON,

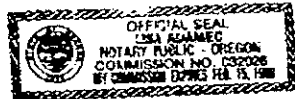
FORM NO. 22 - ACKNOWLEDGMENT
STEVENS NEWS LAW PUB CO PORTLAND, ORE.

County of GOOS

BE IT REMEMBERED, That on this 3RD day of JANUARY, 19 95,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ALLEN VAN DOLAH AND ELIZABETH VAN DOLAH

known to me to be the identical individual A described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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



Lisa Adams
Notary Public for Oregon.
My Commission expires 2-15-98

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AFTER RECORDING MAIL TO:

SOUTHERN OREGON FEDERAL CREDIT UNION
P. O. Box 1358
Grants Pass, OR 97526

47-83901
AFTER RECORDING
RETURN TO
Ticor Title Insurance
131 N. 3rd - Box 1075
Coos Bay, OR 97420-0233

LOAN NO. 89614

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on August 12, 2004
STEPHEN H. WRIGHT and ROBIN M. WRIGHT

. The grantor is

The trustee is Ticor Title Company ("Trustee").
The beneficiary is SOUTHERN OREGON FEDERAL CREDIT UNION, which is organized and
existing under the laws of United States of America, and whose address
is PO Box 1358, Grants Pass, OR 97528 ("Lender").
Borrower owes Lender the principal sum of One Hundred Sixty Eight Thousand Dollars and
no/100 Dollars (U.S. \$168,000.00). This debt is
evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly
payments, with the full debt, if not paid earlier, due and payable on September 1, 2019. This Security
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7
to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements
under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in
trust, with power of sale, the following described property located in COOS
County, Oregon:

The N 1/2 of the NW 1/4 of the SW 1/4 of the NE 1/4 of Section 11, Township 24
South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

which has the address of 93754 DRIFTWOOD INN LANE NORTH BEND
[Street] [City]
Oregon 97459 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be
covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant
and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower
warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an Institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

08/18/2004 #2004-11904
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TOTAL \$51.00
COOS COUNTY CLERK, OREGON
TERRI L. TURI, CCC, COUNTY CLERK

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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03:26 PM

TOTAL \$51.00
OREGON COUNTY CLERK
TERRI L. TURI, CCC, COUNTY CLERK

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

08/18/2004 #2004-11904
03:26 PM 4 OF 6

COOS COUNTY CLERK, OREGON TOTAL \$51.00
TERRI L. TURI, CCC, COUNTY CLERK

#2004-11904 5 OF 6
 08/18/2004 03:26 PM
 COOS COUNTY CLERK, OREGON TOTAL \$51.00
 TERRI L. TURI, CCC, COUNTY CLERK

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer.

The Note or a partial Interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **Substitute Trustee.** Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. **Attorneys' Fees.** As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. **Riders to this Security Instrument.**

If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Stephen H. Wright (Seal)
STEPHEN H. WRIGHT -Borrower

Robin M. Wright (Seal)
ROBIN M. WRIGHT -Borrower

_____ (Seal)
_____ -Borrower

_____ (Seal)
_____ -Borrower



[Space Below This Line For Acknowledgment]

STATE OF OREGON,

Coos

County ss:

On this 16 day of August 2004, personally appeared the above named STEPHEN H. WRIGHT and ROBIN M. WRIGHT

and acknowledged the foregoing Instrument to be their voluntary act and deed.

Before me:

Janet M Rubin
Notary Public for Oregon

(Official Seal)

My Commission expires: 11-17-2006

08/18/2004 #2004-11904 6 OF 6 03:26 PM

COOS COUNTY CLERK, OREGON TOTAL \$51.00 TERRI L. TURL, CCC, COUNTY CLERK

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2019

NOT OFFICIAL VALUE

August 2, 2019 11:59:13 am

Account # 163400
 Map # 24S1311AC00700
 Code - Tax # 1317-163400

Tax Status ASSESSABLE
 Acct Status ACTIVE
 Subtype NORMAL

Legal Descr See Record

Mailing Name WRIGHT, STEPHEN H. & ROBIN M.

Deed Reference # 2004-39183 (SOURCE ID(T):
 2004-11903)

Agent

Sales Date/Price 08-16-2004 / \$210,000.00

In Care Of

Appraiser ALFRED DENNIS HANDSAKER

Mailing Address 93754 DRIFTWOOD INN LN
 NORTH BEND, OR 97459-9694

Prop Class 101 MA SA NH Unit
 RMV Class 101 01 07 RRL 2604-1

Situs Address(s)	Situs City
ID# 10 93754 DRIFTWOOD INN LN	NORTH BEND

Value Summary						RMV Exception	CPR %
Code Area		RMV	MAV	AV			
1317	Land	90,390			Land	0	
	Impr.	199,890			Impr.	0	
Code Area Total		290,280	222,380	222,380		0	
Grand Total		290,280	222,380	222,380		0	

Land Breakdown											Trended RMV	
Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC		
1317	10		<input checked="" type="checkbox"/>	RR-2	Market	100	A	4.75	HS	002		
Grand Total								4.75				

Improvement Breakdown											Trended RMV
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #			
1317	2	2006	303	General Purpose Building	100	2,400					44,600
1317	1	1995	462	MH REAL DOUBLE CLASS 6	100	2,016		E - 3210			155,290
Grand Total							4,416				199,890

Exemptions/Special Assessments/Potential Liability										
Code Area	Type									
1317	FIRE PATROL:									
	■ FIRE PATROL SURCHARGE	Amount	47.50						Year	2019
	■ FIRE PATROL TIMBER	Amount	18.75	Acres	3.75			Year	2019	

STATEMENT OF TAX ACCOUNT
COOS COUNTY TAX COLLECTOR
COOS COUNTY COURTHOUSE
COQUILLE, OREGON 97423
(541) 396-7725

2-Aug-2019

WRIGHT, STEPHEN H. & ROBIN M.
 93754 DRIFTWOOD INN LN
 NORTH BEND, OR 97459-9694

Tax Account #	163400	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	1317
Situs Address	93754 DRIFTWOOD INN LN NORTH BEND, OR 97459	Interest To	Aug 15, 2019

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,476.40	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,406.58	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,339.94	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,285.51	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,251.63	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,198.95	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,141.87	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,072.01	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,017.01	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,965.25	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,957.44	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,876.58	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,529.99	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,518.69	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,454.76	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,416.07	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$31,908.68	

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

8/2/2019 11:59:33 AM

Account # 163400
Map 24S1311-AC-00700
Owner WRIGHT, STEPHEN H. & ROBIN M.
93754 DRIFTWOOD INN LN
NORTH BEND, OR 97459-9694

Name Type	Name	Ownership Type	Own Pct
OWNER	WRIGHT, STEPHEN H. & ROBIN M.	OWNER	100.00



After Recording Return To:
Ticor Title
300 W. Anderson Ave.
P.O. Box 1075
Coos Bay OR 97420

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

Send Tax Statements To:
STEPHEN H WRIGHT
ROBIN M. WRIGHT
93754 Driftwood Inn Lane
North Bend OR 97459

Title Order No. 47-83981
Escrow No. 47-83981
Tax Account No. 1634.00 Code:
13.17

WARRANTY DEED
(ORS 93.850)

WADE MORGAN and VIVIAN MORGAN, as tenants by the entirety, Grantor, conveys and warrants to STEPHEN H WRIGHT and ROBIN M. WRIGHT, as tenants by the entirety, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

See Exhibit 'A' attached hereto and by reference made a part hereof.

THIS INSTRUMENT WILL 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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is \$210,000.00.

Dated this 16 day of August, 2004.

Waide Morgan
WADE MORGAN

Vivian Morgan
VIVIAN MORGAN

State of OR, County of Coos)ss.

This instrument was acknowledged before me on August 16, 2004
by WADE MORGAN and VIVIAN MORGAN.

[Signature]
Notary Public

My commission expires: 11-17-2006

Title No. 47-83981

Escrow No. 47-83981

EXHIBIT 'A'

Legal Description:

The N 1/2 of the NW 1/4 of the SW 1/4 of the NE 1/4 of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

EXCEPT that portion embraced in the County Road.

Subject to:

Taxes for the fiscal year 2004/05, a lien in an amount to be determined, but not yet payable.

Rights of the public in and to that portion lying within streets, roads and highways.



TICOR TITLE™

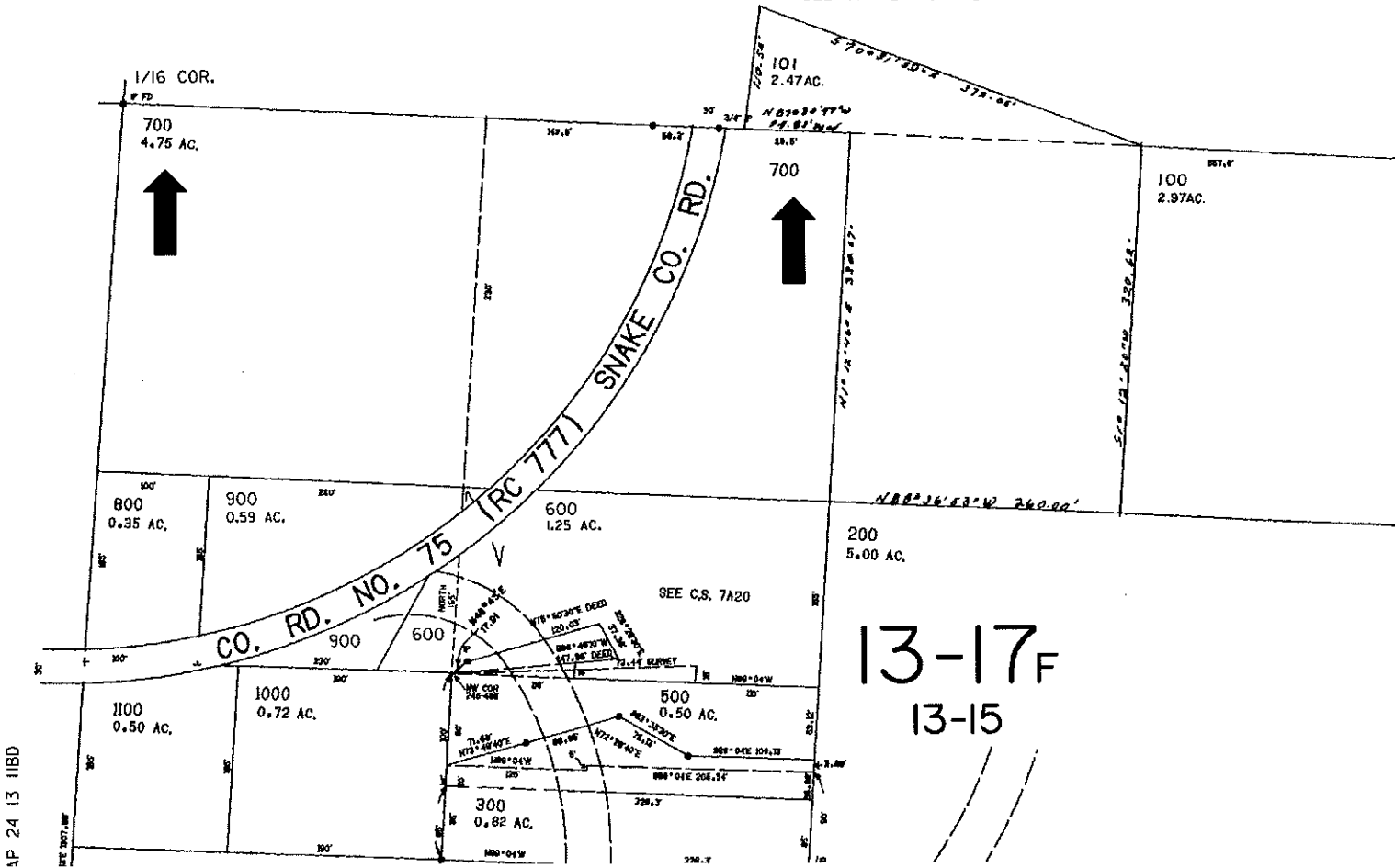
N



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, locations of easements, acreage or other matters shown thereon.

1" = 100'

SEE MAP 24 13 I1AB



13-17F
13-15

MAP 24 13 I1BD

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

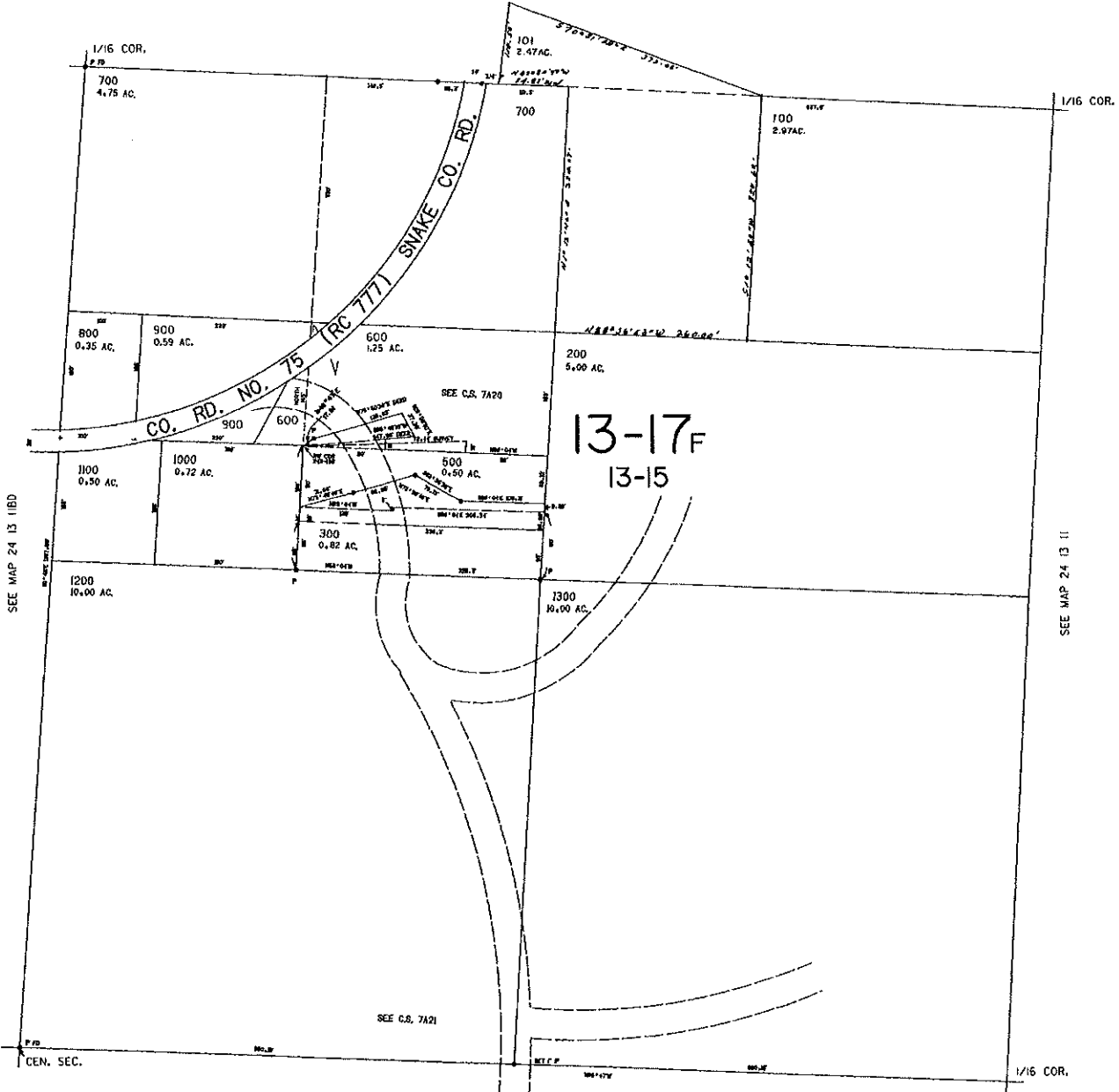
SW1/4 NE1/4 SEC. 11 T.24S. R.13W. W.M.
COOS COUNTY

24 13 IIAC

1" = 100'

SEE MAP 24 13 IIAB

CANCELLED
400
901



SEE MAP 24 13 IIBD

SEE MAP 24 13 II

SEE MAP 24 13 II

DATE

24 13 IIAC

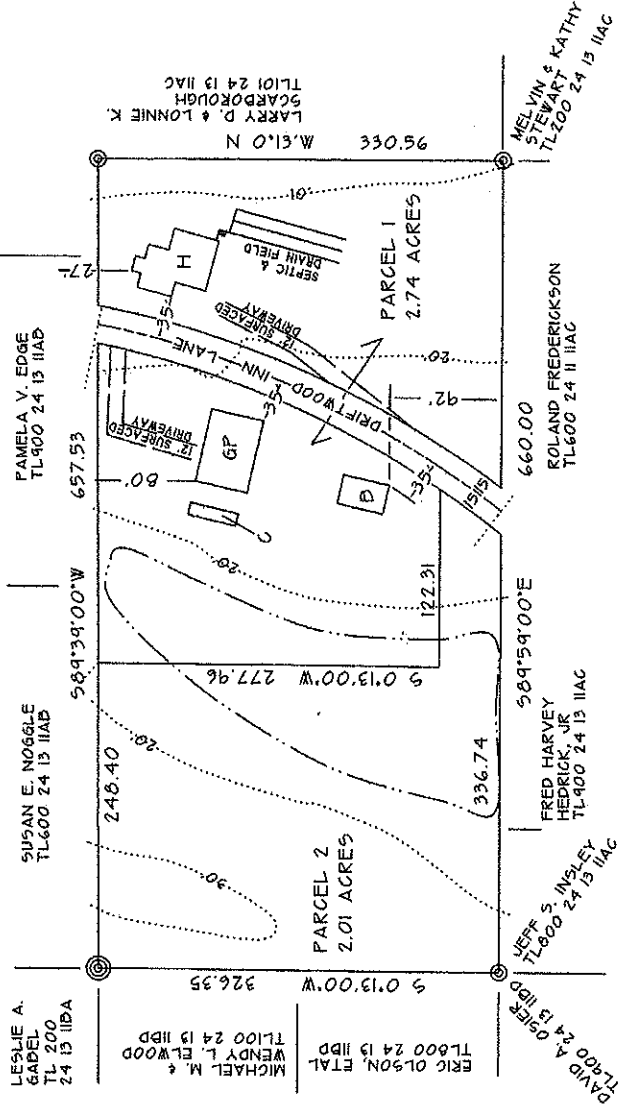
TENTATIVE PARTITION

LOCATED IN N1/2 NW1/4 SW1/4 NE1/4,
 SEC. 11, T24S, R13W, WM, COOS CO, OR
 TAX LOT 700, MAP# 24S 13W 11-AC, ACCOUNT# 163400
 4.75 ACRES M/L ZONE - RR-2

BASIS OF BEARING
 ASSUMED C5#7B34
 SCALE 1" = 100'
 FEBRUARY 20, 2020

LEGEND

- ⊙ INITIAL POINT
- ⊙ RECORD MONUMENTS
- PROPOSED CORNERS TO BE SET
- ⋯ 10' CONTOURS SOURCE GOOGLE
- H HOUSE
- B BARN
- GP GENERAL PURPOSE BLDG
- C CONTAINER VAN
- FRESHWATER EMERGENT WETLAND



NOTES

INUNDATION AREA - SEE FRESHWATER EMERGENT WETLAND SHOWN AREA.
 100 YEAR FLOOD LINE - NONE OF THE SUBJECT PROPERTY IS WITHIN A FLOOD ZONE, VEGETATION - WEST OF LANE OPEN/GRASSY, EAST OF LANE FORESTED WITH OPENINGS.
 PROPOSED LAND USE - RESIDENTIAL.

WATER - PARCEL 1 HAS EXISTING WELL LOCATED INSIDE SHOWN BARN. PARCEL 2 WILL NEED A WELL IN THE FUTURE WHEN DEVELOPED.
 SEWAGE DISPOSAL - INDIVIDUAL SEPTIC AND DRAIN-FIELD ARE NOT PROVIDE TO BUYER OF PARCEL 2.
 ACCESS - DRIFTWOOD INN LANE (CO. ROAD) PASSES THROUGH SUBJECT AREA

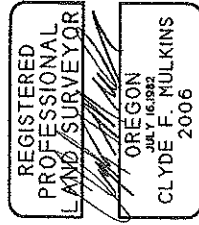
POWER - CENTRAL LINCOLN PUD HAS POWER ALONG DRIFTWOOD INN LANE (CO. ROAD).
 ZONING - UR-2

LIENS AND ENCUMBRANCES

DEED OF TRUST - INST. NO. 2004-11904, DATED AUGUST 12, 2004, BENEFICIARY SOUTHERN OREGON FEDERAL CREDIT UNION.

PREPARED FOR:
 STEPHEN H. & ROBIN M. WRIGHT
 93754 DRIFTWOOD INN LANE
 NORTH BEND, OR 97459

PREPARED BY:
 MULKINS & RAMBO, LLC
 P.O. BOX 809
 NORTH BEND, OR 97459



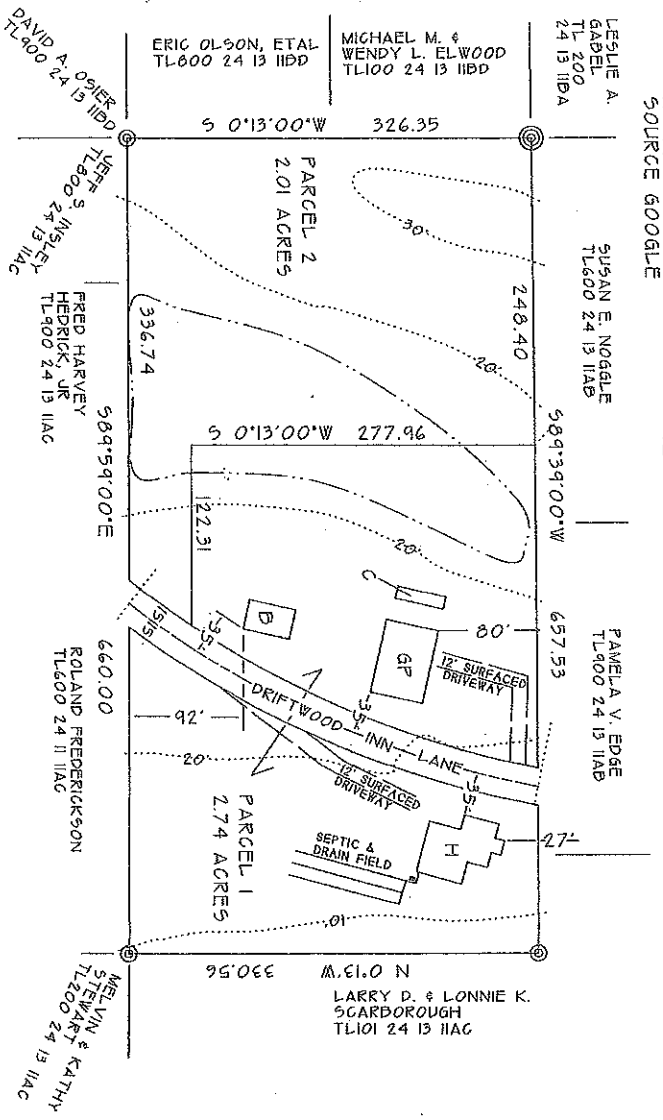
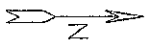
RENEWAL 12/31/2020

TENTATIVE PARTITION
 LOCATED IN N1/2 NW1/4 SW1/4 NE1/4,
 SEC. 11, T24S, R13W, WM, COOS CO, OR
 TAX LOT 700, MAP# 245 13W 11-AC, ACCOUNT# 163400
 4.75 ACRES M/L ZONE - RR-2

LEGEND

- ⊙ INITIAL POINT
- ⊙ RECORD MONUMENTS
- PROPOSED CORNERS TO BE SET
- ⋯ 10' CONTOURS SOURCE 600GLE
- H HOUSE
- B BARN
- GP GENERAL PURPOSE BLDG
- C CONTAINER VAN
- FRESHWATER EMERGENT WETLAND

SCALE OF BEARING
 ASSUMED CS#7B34
 SCALE 1" = 100'
 FEBRUARY 20, 2020



NOTES

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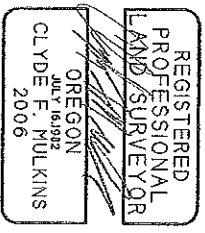
POWER - CENTRAL LINCOLN PUD HAS POWER ALONG DRIFTWOOD INN LANE (CO. ROAD).
 ZONING - UR-2

LIENS AND ENCUMBRANCES

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PREPARED FOR:
 STEPHEN H. & ROBIN M. WRIGHT
 93754 DRIFTWOOD INN LANE
 NORTH BEND, OR 97459

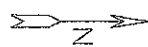
PREPARED BY:
 MULKINS & RAMBO, LLC
 P.O. BOX 809
 NORTH BEND, OR 97459



RENEWAL 12/31/2020

TENTATIVE PARTITION

LOCATED IN N1/2 NW1/4 SW1/4 NE1/4,
 SEC. 11, T24S, R13W, WM, COOS CO, OR
 TAX LOT 700, MAP# 245 13W 11-AC, ACCOUNT# 163400
 4.75 ACRES M/L ZONE - RR-2



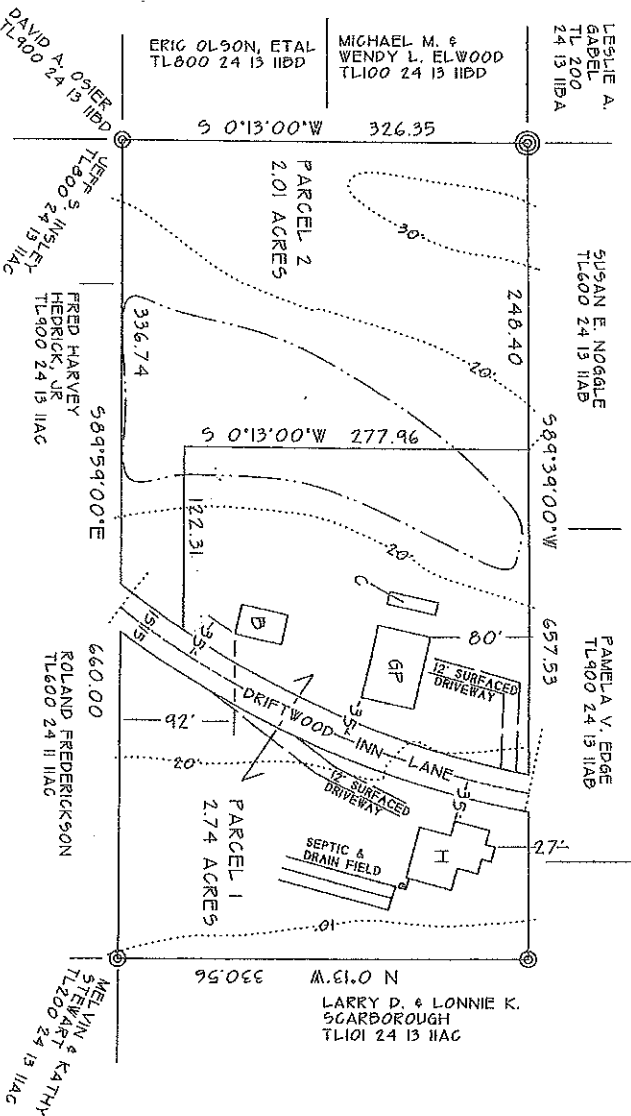
LEGEND

- ⊙ INITIAL POINT
- ⊙ RECORD MONUMENTS
- PROPOSED CORNERS TO BE SET
- 10' COUNTOURS SOURCE 60061E
- H HOUSE
- GP GENERAL PURPOSE BLDG
- C CONTAINER VAN
- FRESHWATER EMERGENT WETLAND

BAISIS OF BEARING ASSUMED CS#7B34

SCALE 1" = 100'

FEBRUARY 20, 2020



NOTES

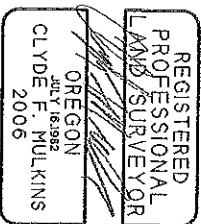
- INUNDATION AREA - SEE FRESHWATER EMERGENT WETLAND SHOWN AREA.
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LIENS AND ENCUMBRANCES

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PREPARED FOR:
 STEPHEN H. & ROBIN M. WRIGHT
 93754 DRIFTWOOD INN LANE
 NORTH BEND, OR 97459

PREPARED BY:
 MULKINS & RAMBO, LLC
 P.O. BOX 609
 NORTH BEND, OR 97459



RENEWAL 12/31/2020

TENTATIVE PARTITION

LOCATED IN N1/2 NW1/4 SW1/4 NE1/4,
 SEC. 11, T24S, R13W, WM, COOS CO, OR
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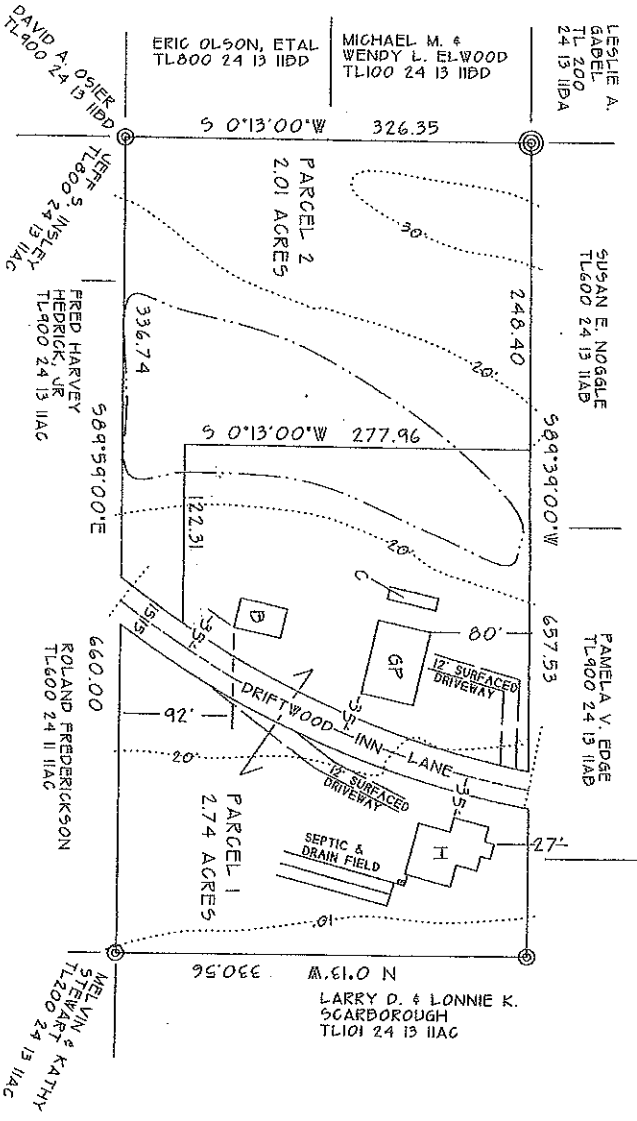
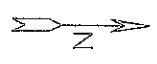
LEGEND

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BASIS OF BEARING
 ASSUMED CS#7B34

SCALE 1" = 100'

FEBRUARY 20, 2020



NOTES

- INUNDATION AREA - SEE FRESHWATER EMERGENT WETLAND SHOWN AREA.
- 100 YEAR FLOOD LINE - NONE OF THE SUBJECT PROPERTY IS WITHIN A FLOOD ZONE, VEGETATION - WEST OF LANE OPEN/GRASSY, EAST OF LANE FORESTED WITH OPENINGS.
- PROPOSED LAND USE - RESIDENTIAL.
- WATER - PARCEL 1 HAS EXISTING WELL LOCATED INSIDE SHOWN BARN. PARCEL 2 WILL NEED A WELL IN THE FUTURE WHEN DEVELOPED.
- SEWAGE DISPOSAL - INDIVIDUAL SEPTIC AND DRAIN-FIELD ARE NOT PROVIDE TO BUYER OF PARCEL 2.
- ACCESS - DRIFTWOOD INN LANE (CO. ROAD) PASSES THROUGH SUBJECT AREA
- POWER - CENTRAL LINCOLN PUD HAS POWER ALONG DRIFTWOOD INN LANE (CO. ROAD).
- ZONING - UR-2

LIENS AND ENCUMBRANCES

DEED OF TRUST - INST. NO. 2004-11904, DATED AUGUST 12, 2004, BENEFICIARY SOUTHERN OREGON FEDERAL CREDIT UNION.

PREPARED FOR:

STEPHEN H. & ROBIN M. WRIGHT
 93754 DRIFTWOOD INN LANE
 NORTH BEND, OR 97459

PREPARED BY:

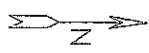
MULKINS & RAMBO, LLC
 P.O. BOX 809
 NORTH BEND, OR 97459

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

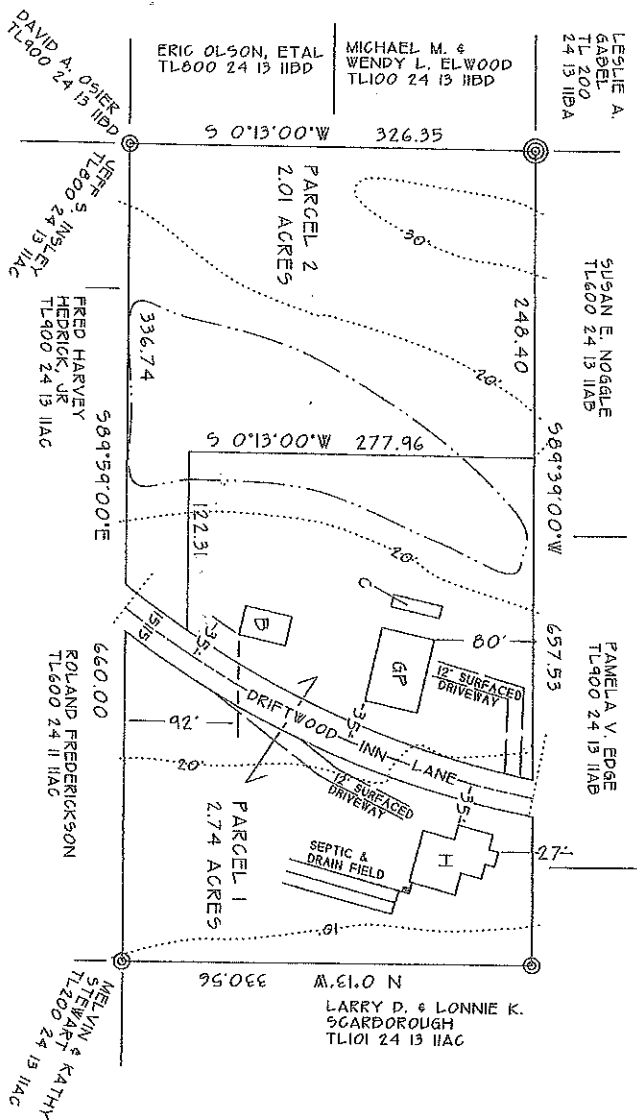
OREGON
 JULY 16, 1992
 CLYDE F. MULKINS
 2006

RENEWAL 12/31/2020

TENTATIVE PARTITION
 LOCATED IN N1/2 NW1/4 SW1/4 NE1/4,
 SEC. 11, T24S, R13W, WM, COOS CO, OR
 TAX LOT 700, MAP # 245 13W 11-AC, ACCOUNT # 163400
 4.75 ACRES M/L ZONE - RR-2



- LEGEND**
- ◎ INITIAL POINT
 - RECORD MONUMENTS
 - PROPOSED CORNERS TO BE SET
 - SOURCE 600GLE
 - H HOUSE
 - GP GENERAL PURPOSE BLDG
 - C CONTAINER VAN
 - FRESHWATER EMERGENT WETLAND
- BASIS OF BEARING
 ASSUMED CS*7B34
 SCALE 1" = 100'
 FEBRUARY 20, 2020



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REGISTERED PROFESSIONAL LAND SURVEYOR
 OREGON
 JULY 15, 1982
 CLYDE F. MULKINS
 2006
 RENEWAL 12/31/2020