# LAND USE PERMIT APPLICATION - BALANCE OF COUNTY 

 COOS COUNTY PLANNING DEPARTMENT
## COMPLETED BY STAFF



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:
Joseph \& Merri Jo Bouska Mailing Address: 2041 Kincheloe Lane
City State Zip Myrtle Point, OR 97458
Daytime Phone
541-297-4984
Email:
II. OWNER(S)

Name:
Joseph \& Merri Jo Bouska
Mailing Address:
2041 Kincheloe Lane
City State
Zip
Myrtle Point, OR 97458
Daytime Phone
541-297-4984
Email:
III. PROPERTY - If multiple properties are part of this review please check here $\square$ and attached a separate sheet with property information.

Location or Address:
No. Acreage 23.23 acres
Tax Acct. 1122301
Township: Range: Section: $1 / 4$ Section: $1 / 16$ Section: Tax lot:
29S
12W $\quad 9$
D $\quad 0$
100
Zone: Urban Residential-1 Water Service Type: On site
Sewage Disposal Type:On-site
School District: Myrtle Point
Fire District: Myrtle Point
IV. REQUEST SUMMARY: Land Partition
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. $\square$ A written statement of intent, attached to this application, with necessary supporting evidence which fully and factually describes the following:

1. $\square$ 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 $N / A$ 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. $\square$ A complete description of the request, including any new structures proposed.
4. $\square$ If applicable, documentation from sewer and water district showing availability for connection. $N / A$
B. $\square$ A plot plan (map) of the property. Please indicate the following on your plot plan:
5. $\square$ Location of all existing and proposed buildings and structures
6. $\square$ Existing County Road, public right-of-way or other means of legal access
7. Location of any existing septic systems and designated repair areas $M A$
8. $\square$ Limits of 100 -year floodplain elevation (if applicable) N/A
9. $\square$ Vegetation on the property
10. $\square$ Location of any outstanding physical features woE
11. Location and description (paved, gravel, etc.) of vehicular access to the dwelling location to BE BuLL
C. $\square$ 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 $\mathrm{I} / \mathrm{we}$ 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.


## VI. Additional Information Required -

1. Lien holder(s) name: None
2. List of Easements and type: see title report
3. Covenants or Deed Restrictions that apply: none
4. Legal Access and maintenance agreements: Old Cooper Bridge 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 199
b. Was it part of a $\square$ partition or $\square$ 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 $\square$ water, $\square$ sewer or on-site septic, $\square$ Development?
7. Is the applicant requesting the Planning Director to waive the water requirements $\square$ yes $\square$ no, and if yes please explain why.
8. Are there natural hazards that apply to this property? Yes Landslide Potential
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.
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 $\S 5.0 .200$;
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" $=50^{\prime}$ ).
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.
$\square$ The names of adjacent subdivisions or the names of recorded owners of adjoining parcels of unsubdivided land.
$\square$ 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.
$\square$ 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. 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.
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# (1) TICOR TITLE ${ }^{\text {m }}$ 

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.: | 360619028933 |
| Effective Date: | October 11, 2019 at 08:00 |
| 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:
Joseph Bouska and Merri Jo Bouska, as tenants by the entirety
Premises. The Property is:
(a) Street Address:

No Situs, Myrtle Point, OR 97458
(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. Unpaid Property Taxes are as follows:

| Fiscal Year: | 2019-2020 |
| :--- | :--- |
| Amount: | $\$ 191.81$, plus interest, if any |
| Levy Code: | 4111 |
| Account No.: | 1122301 |
| Map No.: | $29-12-09 \mathrm{D} 100$ |

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.
2. The Land has been classified as Farm/Forest, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
3. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, alleys and highways.
4. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: I. G. Bingham, et ux
Recording Date: June 20, 1946
Recording No: Book 162, Page 467
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain States Power
Recording Date: September 10, 1952
Recording No: Book 221, Page 216
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Power \& Light Company
Recording Date: June 27, 1956
Recording No: Book 251, Page 343
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Roy J. Kendall, et ux
Recording Date: October 6, 1967
Recording No: 67-10-22491
8. Easement(s), conditions, restrictions, notes and rights incidental thereto as delineated on tract/plat;

Final Partition: 1995 \#24
Recording Date: June 23, 1995
Recording No: 95-06-0790
9. Easement(s), conditions, restrictions, notes and rights incidental thereto as delineated on tract/plat;

Final Partition: 1996 \#13
Recording Date: May 29, 1996
Recording No: 96-06-1324
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Floyd Ingram and Margret Paullus
Recording Date: May 15, 1997
Recording No: 97-05-0619
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: PacifiCorp
Recording Date: October 7, 1998
Recording No: 1998-57733
12. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
13. A judgment, for the amount shown below, and any other amounts due:

| Amount: | $\$ 1,324.78$ |
| :--- | :--- |
| Debtor: | Joseph T Bouska |
| Creditor: | Ray Klein Inc |
| Date entered: | July 21, 2017 |
| County: | Coos |
| Coutt: | Circuit |
| Case No.: | 17 SC22993 |

14. A judgment for installment payments of spousal and/or child support, to be made by:

| Amount: | $\$ 257.00$ |
| :--- | :--- |
| Debtor: | Joseph Bouska |
| Creditor: | Jessica Hunter |
| Date entered: | September 20, 2017 |
| County: | Coos |
| Court: | Circuit |
| Case No.: | 17DR06045 |

## End of Reported Information

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

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

## EXHIBIT "A"

## Legal Description

Parcel 3 of Final Partition 1996 \#13, filed and recorded June 27, 1996 in Cab C-170, Plat Records and as Micorfilm Reel No. 96-06-1324, Deed Records, Coos County, Oregon.

## 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.

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

## (G) TIMOR TITLE INSURANCE

## STATUTORY WARRANTY DEED

FLOYD INGRAM and MARGARET PAULLUS, who took title as MARGARET ACHESON, as their interests may appear---- JOSEPH BOUSKA and MERRI JO BOUSKA, Husband and Wife--... conveys and warrants to Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in coos County, Oregon, to wit:

## AS SET FORTH ON ATTACHED LEGAL DESCRIPTION----

(TAX A/C \$11223.01)

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. THE SAID PROPERTY IS FREE FROM ENCUMBRANCES EXCEPT

AS SET FORTH ON ATTACHED LEGAL DESCRIPTION------

The true consideration for this conveyance is $\$ 85,000.00$
(Here comply with the requirements of ORS 93.030)


State of Oregon, County of COOS
The foregoing instrument was acknowledged before me this State of Oregon, County of

The foregoing instrument was acknowledged before me this | The foregoing instrument was acknowledged before me this |
| :--- |
| day of |



This Space Reserved for Recorder's Use
6.77-181 Al

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

JOSEPH \& KERI JO BOUSKA
2041 KINCHELOE LANE
MYRTLE POINT, OR 97458
Escrow No. 6-62-547 Title No. 6-62-547

2041 KINCHELOE LANE
MYRTLE POINT, OR 97458
COOS COUNTY, OREGON
TERRI TORI, MC, COUNTY CLERK
REC $\$ 36.00$
AFTER RECORDING
RETURN TO
Tiler Titi Insurance 131 N ard - Box 1075 Coos Bey, OR 07420-0288

## GJ TICOR TITLE INSURANCE

$$
6-62-547
$$

## LBGAT, DESCRIPTION

That portion of the NE $1 / 4$ of the SE $1 / 4$ of Section 9, Township 29 South, Range 12 West of the Willametta Meridian, Cons County, Oregon, lying East, of a line $4 n$ feept, East of the West line of said quarter quarter and North of the Old Cooper Bridge Road.

ALSO, Beginning at, a point, 949.38 feapt, Noxth and 1575.42 feat, West, of the sact,ion corner common to Sections 9, 10, 15 and 16 of Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, said point. also being the Southeast, corner of the property conveyed to Cecil F. Hartley in deed recorded January 12, 1945, in Book 154, Page 201, Deed Records of Cons County, Oregons thence North to the South boundary of the Old Cooper Bridge Road as described in deed recorded March 8, 1918 in Book 59, Page 286, Deed Records of Cons County, Oregon; thence Easterrly along the South boundary of said road to a point 352 feet West of the East line of said Section 9) thence South to a point 1000 feet. South of the North boundary of said section 9; thence East 352 feet to the Fast line of said Section 9, thence South 200 feet, more or less, to the Northeast, corner of propert.y conveyed to Train Faims in deed recorded December 28, 1971, bearing Microfilm Reel No. 71-12-66798, Records of Coos County, Oregon, thence West, 352 feet to Train Farms Northwest, corner, thence South 5.30.06 feet, more or less, to a point which is East of the point of beginning, thence West 1264 feet, more or less, to the point, of beginning.

EXCEPT: Beginning at a point on the East line of the paved secondary highway, said point being 40 feet East, and 2.37 feat, South of the Northwest, corner of the NE $1 / 4$ of the SE $1 / 4$ of Section 9, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, thence East. 195.5 fept, thence South 88 fepp,; thence East. 63 feet, thence South 265 feet, thence West 267.5 feet; thence North 353 feet to the point of beginning.

ALSO EXCEPT: Beginning at an iron rod post which is North $899^{\circ} 36^{\prime} 56^{\prime \prime}$ West 792.30 feet by true bearing and South 206.64 feet, from the East, quartar corner of Section 9 in Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and running thence North $88^{\circ} 58^{\prime} 02^{\prime \prime}$ West, 220.81 feet to an iron rod post, thence North $66^{\circ} 47^{\prime} 31^{\prime \prime}$ West 47.58 feet. to an iron rod post, thence West 195.50 feet to an iron rod post on the East right, of way line of the County Road, thence South along said East right of way line 50.00 feet to an iron rod post; thence East 195.50 feet to an iron rod post, thence South 88.00 feept, ton an iron rod post, thencen East, 6.3. On feept to an iron rod post, thence South 100.00 feet to an iron rod post, thence East 241.50 feet to a point., thence North 175.27 feep, to an iron rod post, thence North $450 \mathrm{0} 0^{\prime}$ $00^{\prime \prime}$ West 56.57 feet to the point of beginning.

ALSO EXCEPT: Beginning at, an iron mol pisst, on the North line of the NE $1 / 4$ of the SE $1 / 4$ of Section 9 in Township 2.9 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, said iron rod post, being Nort,h 890 36' 56" West, 792.30 feat, from the quarter corner common to Sections 9 and 10 in said Township 29 South; thence North 890 $36^{\circ} 56^{\prime \prime}$ West, along the North line of satd NE $1 / 4$ of the SE $1 / 4460.01$ fent., more or less, to the East right of way line of the County Road, thence South along gaid East right of way line 187.00 feet, to an iron mod post, thence East, 195.50 feat, to an iron rod post.; thence South $66^{\circ} 47^{\circ} 31^{\prime \prime}$ East 47.58 feet to an iron rod post, thence South $88^{\circ} 58^{\prime} 02^{\prime \prime}$ East, 220.81 feet to an iron rod post, thence North 206.64 feet, to the point of beginning.

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ticor tite Insurance Compary

1. Rights of the public in and to that portion lying within streets, roads and highways.
2. One half of the water from a spring located on the premises; together with the right to construct, maintain and operate a reservoir and pipe lines in connection therewith as reserved by I. G. Bingham, et ux, in instrument recorded June 20, 1946, in Book 162, Page 467, Deed Records of Coos County, Oregon, together with the obligation of contributing to the cost of maintaining said water aystem.
3. Easement, including the terms and provisions thereof,

To: Mountain States Power Company
Recorded: September 10, 1952
Book: 221 Page; 216

Records of Coos County, oregon. For: Power line
4. Easement, including the terms and provisions thereof,

To: . Pacific Power \& Light Company
Recorded: June 27, 1956
Book: 251 Page: 343
Records of Coos County, Oregon. For: power line
5. The right of Roy J. Kendall, et ux, to take water from a pipeline on said premises as set forth in easement agreement recorded October 6, 1967, bearing Microfilm Reel No. 67-1022491, Records of Coos County, Oregon.

| COOS CONTY, OREGON | $11 / 20 / 2001$ | \#2001-13868 |
| :--- | :--- | :--- | :--- |
| TERRI TURI, CHC, COUNTY CLERK | $11: 20: 49 A M$ | 3 of 3 |

mater available from a cortain spring located on the premises herein convejed , to grantee, said spring presently being the source of water for the how ses and outbuildings loasted on said five acres excepted from this conveyance as well as the hou ses and autbuildings loceted on the premises herein conveyad; togethor with the use and enjoyment of all appurtenant pipelines and reservoirs located or hereinafter to be located on said premises and the right to go in upon and over said premises herein conveyed for the puppose of constructing, repairing and maintaining said spring, reservoirs, and pipelines including the right to lay and pelay pipelines. 'i'he oost of contruction, reppir or maintemence of said spring, pipelines and roservoir, the use of which is enjoyed jointly betwean the grantors and grantee, to be sharedid equally between grantors and grantee.
togother with a.l tenements, bereditaments and appurtenanees thereunto belonging and also ail thois estate, right, titio and interest in and to the same inoluding dower and claim of domerb TO HAVE AUD TO HOLD the said promises unto the said grantee his heirs and assigns forever. And the said grantors do hereby covenant bo and with the said grant ee his heirs and assigns that they are laviully soizod in foe simplo of said premises that said promises are freo from all oncumbrances and that they will and their heirs, executors and administrators shall wamant and forever defend the same from all lavful olaims whatsoevor. IIf UIMNISS WHERDOF, we have hereunto set our hands and soals this 18 thi
day of June, 1946.

\$1.70 documentary stamps cancelled | Irvin G. Bingham |
| :---: |
| Edina Hingham |



STATEOF ORDGOF
County of Coos Os this the 18 th day of June 1946 personaliy came before me ther undersignod a notary public in and for aaid county and state the within named I. G. Binghain and Jina Bingham, husband and vife to me personally known to be the identical persons described In and whe executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes theręin named.

Uitness my han and notarial seal this 18th day of June, 1946.
E. C. Roberts

Notary Public for Oregon
Recorded June 20, 1946, 4:00 p.m.
My commission expires June 7, 2948
L. W. Oddy, county clerrs (Notarial seal)

24908- İ: THE COUNTY COURT OF THE STATE OF OHZGON FOR 'LHE COUNTY OF MARION NO. 10657
In the matter of the estate of :
Jom C. Ritchey, Deceased
PEIITIION FOR LENTRERS OF ADMIIISSTRATION
TO HIIS HONORABLE THE CONNIY COURT OF TIE SIATE OF OREGON FOR THB COUTTY OF HARION AND TO THE HOMORABLE LEROY HZALETI, JUNGE OF SAID COURT:

The petition of Eula A. Ritchey of Warion County, Oregon respectrully
shows:

## I.

That John C. Riuchey the above named decedent, died at Salem, Marion County, Opegon of the 12th day of January, 1941 and that said degedentoat the tivie of his death, was a residenti and Inhabitant of marion County, Oreigon ard vas upwards of twenty one yexrs of age, towitf of the age of 68 years.
II.

That said dooodent Left an estate in Ltarion County, Oregon onsiating of personal property of the probable value of $\$ 3,000$, and no real property.
vat 221 patizic
EASEMENT

for and in consideration of One Dollar and other good and valuable consideration, receipt whereof is hereby
acknowledged, hereby grant. . to MOUNTAIN STATES POWER COMPANY, acknowledged, hereby grant. . to MOUNTAIN STATES POWER COMPANY, a Deleware corporation, its suc-
 together with the necessary fixtures, accessories and wires, including telephone wires and cables, upon, over and across the following described premises situated in the County of .. . . . . . and State of Oregon, to-wit:
$\qquad$
$\qquad$
the deed to grantor. . being recorded in Vol. . . . . . . . . Page . . . . . . . . . of the Deed Records of said County.
$\qquad$
$\qquad$
$\qquad$
The, Grantee, its employees and agents, shall at all times have the right and privilege of access to said right-of-way, with all necessary tools and equipment, for the purposes of installing, operating, maintaining, repair-
Ing. or removing its said facilities, together, with the right to remove such trees, tree limbs and foliage as might
interfere with the installation, operation, maintenance or repair of its facilities. This easement is granted upon the express condition that Grantee shall pay.
This easement is granted upon the, express condition that Grantee shall pay for all damage to vegetation shrubs as above provided, and the Grantee shall indemnify the Granter against any and all suits, actions or valid
claims of third parties arising out of the construction, maintenance or operation of said facilities.

22566


For value received the undersigned Grantore, 新y Kendoll and Lovell Kendall, Iusband and wire
do hereby grant to PACIFIC POWER \& LIGHT COMPANY, a corporation, its successors mad assigns, the Grantee, an easement or right of way for an electric-transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys and other supports and the right to place all or any part of such line in underground conduits) and the right to clear and cut away all trees, brush and timber within 50 feet on each side of the center line of said transmission and distribution line, and to cut and remove trees outside of said 50 foot strips which might endanger said transmission line, at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following: described real property in Coos County, State of Oregon ... , to wit: All that part of the following described property lying within the lortheas't querter (IER ${ }_{5}$ ) oi the Southeast quarter ( $\mathrm{SE}_{\mathrm{L}}^{2}$ ) and the Southeast quarter (SEA) of the Southeast querter (SE $\frac{1}{4}$ ) of Section Wine (9), T. 29 South, R. 12 West of the W.M., described as: Beginning at a point which lis 920.0 ieet North and 352 Peet West of the Southeast corner of said Section Nine (9);running thence as Pollows: IVorth parallel and 352 feet West of the Bast line or Section Nine (9) a distance of 1395 feet more or less; thence West parallel to and 325.0 feet South of the quarter section "ithe zunnine East and Hest through center of said Section Hine (9) a distance of 700.0 feet; thence Forth 88.0 feet; thence Uest a distance of 149.5 feet, more or less to the East boundary of a paved Secondary State Hightay; thence Southerly along East boundary of said Highway to a point where it ib. intersected by the quarter quarter section Ine running North and South through the center of the Southeast quarter of said Section Nine (9); thence South along said quarter quarter section Ine a distance of 200.0 feet, more or less, to a point on the South boundary of a County Road;thence West along said South boundary of the County Road a distance of 296.0 feet; thence South a distance of 979.11 feet; thence East 1264.0 feet, more or less, to the place oi beginning.

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

The Grantee shall pay to the Grantors reasonable compensation for any damage caused by Grantee, or its agents, to any property or crops (growing or to be grown) on the above described real property, arising out of the construction, recanstruction, operation or maintenance of said transmission and distribution line.

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


On this 22 day of June , 1956, personally appeared before me, a notary public in and for said: State, the vithin named Roy Kendall and Lowell Kendell, husbend and wife to me known to be the identical persons described therein and who, executed the foregoing finstrument, and acknowledged to me that they executed the same freely, and dolumtarily for the uses and purposes therein mentioned.

In WIINESS WHEREOF, I have hereunto set my hand and official seal the day and ${ }_{10}$ year above uritten.

## $67-10-22491$

## EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of September, 1967, by and between ROY J. KENDALL and LOLA KENDALL, husband and wife, herein referred to as first parties, and RUDY M. ROCHEK and LEILA M. ROCHEK, husband and wife, herein referred to as second parties;

## WITNESSETH;

That for and in consideration of the mutual covenants and conditions herein contained to be kept and performed by the respective parties hereto, it is hereby agreed as follows:

## I.

First parties hereby give and grant unto second parties, their hetis and assigns, a permanent right of way and easement for the purposes of instaliing, constructing, maintaining, repairing, replacing and removing a water pipeline running in a generally north and south direction through the real property owned by first parties and more particularly described as follows:
Beginning at a point which is 920 feet North and 352 feet West of the Southeast corner of Section 9, Township 29 South, Range 12 Wast of the Willamette Meridian, coos County, Oregon; thence as follows: North paxallel to and 352 feet West of the East inne of Section 9, 530 feet; thence East 352 feet, more ar less, th the East lind of said Section 9; thence North along said East line 200 feet; thence West 352 feet; thence North parallel to and 352 feet West of said East line 665 feet, more or less, to a point 100 feet South of the Southeast corner of a 5 acre tract owned by r. G. Bingham et ux on March 18, 1948; thence West parallel to and 325 feet South of the quarter section line running East and West through the center of said Section 9, 700 feet; thence North 88 feet to a point 12 feet South of the South'boundary of sald 5 acre tract; thence West parallel to and 12 feet south of the South boundary of said 5 acre tract 149.5 feet, more or less, to the East boundary of a paved Secondary State Highway; thence Southerly along the East boundary of said highway and a line parallel to and 40 feet East of the quarter quarter sec tion line running North and South through the center of the SEl of said section 9 to the Southerly boundary of the County Road; thence West along said Southerly boundary to the Northeast corner of a 6.65 acre tract of land heretofore conveyed tio Joseph L. Laird; thence West along the North boundaxy of said tract and the South boundary Qf the County Road 296 faet to the Northwast corner thereof; thence South along the West boundary of said 6.65 acre tract 979.11 feet to the Southwest corner thereof, thence East 1264 feet, more or less, to the place of beginning.

EASEMENT AGREEMENT Page one.

## $67-10-22492$

## II.

The foregoing right of way and easement shall be appurtenant to and for the use and benefit of real property presently owned by second parties and morecparticularly described as follows, to-wit:
PARCEL I: Beginning at the quarter quarter section corner between the $\mathrm{NE}^{\frac{1}{4}}$ and the $\mathrm{SE}_{\frac{1}{4}}^{\frac{1}{4}}$ of Section 9, Township 29 South, Range'12, West of the Willamette Meridian, Coos County, Oregon; thence East along the quarter section line 968 feet, thence South 225 feet; thence West 968 feet to a point South of the place of beginning; thence North 225 feet to the place of beginning.

PARCEL II: Beginning at a point 352 feet West and 225 feet South of the quarter section corner on the East boundary of Section 9 , 'rownship 29 South, Range 12, West of the Willamette Meridian, Coos County, oregon, said point being the Southeast corner of a 5 acre tract; thence West along said South boundary 849.5 feet, more or less, to the East boundary of a paved secondary State Highway; thence South along said East boundary 12 feet; thence East parallel to the South boundary of said 5 acre tract 149.5 feet, more or Iesa; thence South 88 feet; thence East parallel to and 100 feet South of 5 acre tract 700 feet to a point 100 feet South of the Southeast corner of said tract; thence North 100 feet to the place of beginning, save and except a parcel heretofore conveyed to Roy Kendall et ux by deed recorded in Book 237, page 610, Deed Records of coos county, oregon, more particularly described as follows: Beginning at a point 352 feet West and 225 Feet South of the quarter section corner on the East boundary of saldisection 9; thence West 656.5 feet to the pointof beginning of the tract to be hereby conveyod; thence West 193 feet, more or less, to the East-boundary of a paved Secondary State Highway; thence South along said East boundary 12 feet; thence East parallel to and 12 feet South of the South boundary of a 5 acre tract 149.5 feet; thence south 88 feet; thence Eaet parallel to and 100 feet South of said 5 acre tract 44 feet; thence North 100 feet to the place of beginning.

## III.

As consideration for the grant of the foregoing easement and right of way, from first parties to second parties, second parties covenant and agree that first parties may, at some convenient

Iocation on first parties' property, connect onto the water line to be constructed by second parties for the purpose of appropriating
water from said pipeline for the domestic use only of not to exceed and barn
one (I) family dwelling house/located on first parties premises. It is understood and agreed that the right to connect to second parties' water line is upon condition and shall continue only so, long as first parties shall, at their own expense, install and main-

EASEMENT AGREEMENT Page Two

## 67-10-22493

tain at the water line connection a suitable water meter in good operating condition and shall pay unto second parties monthiy for all water running through said meter at the going rate which the City of Myrtle point would charge for the same service to the same premises at the time of such use. . It is further understood and agreed that the right of first parties to take water from second parties line shall be surplus to the water needs of second parties ${ }^{\circ}$ of their premises and in the event, for any reason, the amount of water, obtainable by second partles through their line shall be inadequate for their own use and the use of first parties, the right of first parties to use water shall abate until such time as adequate water for both parties is again available. First parties covenant and agree that any breach by them of the terms, provisions and conditions of this paragraph shall, in addition to any other rights or remedies available to second parties, entitle second partiess to discontinue the furthax right of first parties to any water hereunder.
IV.

First parties covenant and agree to and with second parties, their heirs and assigns, that they are the lawful owners of the premises over which the foregoing right of way and easement is grantited; that the same are free and clear of all encumbrances except existing 3 real estate mortgage to Security Bank of Myrtla point; and that they will and their heirs, personal representatives and assigns, shall forever warrant and defend the same against all lawful claims whatsoever. v. ©

In the event any suit, action or proceading shall be instituted concerning any term or condition of this agreement, or commenced for the purpose of enforcing, terminating, sanceling, rescinding, or otherwise reforming this agreement, or any part thereof, or for determining any of the rights, duties or liabilities arising hereunder, it is agreed that the prevailing party shall, in addition to the costs

EASEME ST AGREEMENT page ${ }^{\text {TThree. }}$







## THE SE $1 / 4$

count sunvors centiecht:



## Karlao E sudal b.22.95 <br> COUNTY SUWYEYCR

## COUNTY ASSESSOR'S CERTIFICATE:

1 HEREBY CERTEY THAT ALL AD VALOREM TAXES NND ALL
8PECLL ASSESSHENTS. FEES ORETHER ROLLREBCH HAVE BECOME
GECOME A LEIN DURING THE TAX YEAR HAVE BEEN PAID.

## 

COUNTY CLERK'S CERTIFICATE:
C. HAKY ANN WH SON COUNTY CLERK OF COOS COUNTY OREGON HEREBY CERTIFY CERTIFY THRT YHS LAND PARTITION PLAT WAS-RECORDED WTO THE COOS COUNTY RECORDS W
MCROFLH NO. $q=A K-D Z 20$ CASINET $\qquad$ PÁGE 120

RECORE OF PLATS. THIS 23 ROP DAY OF $\qquad$ 01905.


SURVEYOR's CERTMFICATE:

GTATE THAT THAYE CORRECTLY SURVEYED AND NANCED WITH OR

D.UC HON OF MOPERYDESCABED N CITY OF NYTHE PONT







200.00 FT, MORE OR LESE: THENCE EAST 26750 FT, THENCE NORTH
105.06 FT: THENCE EAST 241.50 FYA THENCE NORTH. 175.27 FT,
THENCE

10: TH MCE OUTH 123 OO FT TORE OH LESS TO THE CENTERLNE OE OL

53.00 ET:THNCE S76.30 H0.00 FY YHENCE $337^{7} 30^{\circ} 150.00$

HST 332.00 FT, THENCE SOUTH 530.06 FY, THENCE S35 59. $2 \sigma^{\%}$
163.00 FT, YONE ON LESS TO THE PONT OF BEONHNG. WHCH IS THK

## WUREXOR:

CLYDE F, MULN
CNOE GRUBHG \& ENGNEERNG



Wher trivis

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 HOMG









FINAL PARTITION LOCATED IN

CHAIRMAN OF CITY OF MYRTLE POINT PLANNING COMMISSION

1. CHAIRMAN OF CITY OF MYRTLE POINT PLANNING COMMISSION. HEREBY
 dEVELOPMENT ORDINANCE.


## OWNER'S DECLARATION:

AS OWNERS AND DEVELOPERS OF THE LAND BEING DEVELOPED WE HEREBY
THE


THIS IS TO CERTIFY THAT JOSEPH AND MERRI JO BOYSKA PERSONALLY
APPEARED BEFORE ME ON THIS 29 DAY OF MEV THE ABOVE OWNER'S
HAS ACKNOWLEDGED THAT THEY HAVE SIGNED THE ABOVE OWNERS
DECLARATION AS THEIR VOLUNTARY ACT AND DEED IN TESTIM
WHEREOF I HAVE HEREUNTO SET MY SEAL THIS 29.
DAY OF WHEREOF I HAVE HEREUNTO SET MY SEAL THIS -89
1996. MY COMMISSION EXPIRES ON: OS -30-99


## STATE OF ORn=geda

COUNTY OF COOS
THIS IS TO CERTIFY THAT FLOYD INGRAM PERSONALLY APPEARED BEFORE ME ON THIS CL DAY OF maN I 1996 . WHO HAS ACKNOWLEDGED THAT HE HAS SIGNED THE ABOVE OWNER'S DECLARATION AS HIS VOLUNTARY ACT AND DEED. IN TESTIMONY 1996 .
THIS IL DAY OF $M$.on
MY COMMISSION EXPIRES ON: 91 IF 129
 Thaigaut Peen
MARGARET PAULLOS
MYRTLE POINT: OR. 97458



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SE 1/4
    CO.. OR.
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    \(9606 \quad 1324\)
    SURVEYOR'S CERTIFICATE:
    Y CERTIFY THAT THIS PLAT COMPLIES WITH THE THAT
    MENTS FOR ACCURACY AND COMPLETENESS AND THAT
    NUMENTS HAVE BEEN SET PURSUANT TO TKIS ORDINANCE.
20 E. seidel $6.6=96$
SURVEYOR
ASSESSOR'S CERTIFICATE:
Y CERTIFY THAT ALL AD VALOREM TAXES AND ALL
ASSESSMENTS. FEES. OR OTHER CHARGES REGURED
TO BE PLACED UPON THE TAX ROLL. WHICH HAVE BECOME
UPON THE PARCEL HAVE BEEN PAD OR GHCHAD
A LEIN JURING THE TAX YEAR HAVE BEEN PAID.
ana Jonod Chuy Dapity
CLERK'S CERTIFICATE:
ANN WILSON. COUNTY CLERK UF COOS COUNTY. OREGON HEREBY CERTIFY
THAF THIS LAND PARTITION PLAT WAS RECORDED INTO THE COOS COUNTY
3 in
M NO. 96-06-1324_CABINET C_ PAGE 170
OF PLATS. THIS 27
$\frac{27-1996}{\text { ATE }}$
Marraum thelems
MARY ANN WILSON
COUNTY CLERK
COOS COUNTY. OREGON
R'S CERTIFICATE:
FAMULKINS. PROFESSIONAL LAND SURVEYOR OF OREGON 22006.
HAT I HAVE CORRECTLY SURVEYED AND MARKED MITH PROP
ITS. THE LANDS. AS PRESENTED IN ACC NAN CORECT OR
TION OF PROPERTY DESCRIBED IN CITY OF MYRTLE POINT OFFICE.



8- REBAR: THENCE CONTINUING ALONG A. FENCE NO $30^{3} 3 I^{-1}$ E' 309.21
$5 / 8$. REBAR: THENCE CONTINUING ALONG SAID FENCE
-W 322.22 FT. TO A $5 / 8^{\circ}$ REBAR: THENCE LEAVING SAD FENCE
OOUNTY ROAD: THENCE FOLLOWING THE CENTERLINE OF COUNTY

$=$ T. MORE OR LESES THENCE EAST 267.50 FT: THENCE NORTH
T: THENCE EAST 241.50 FT. THENCE NORTH 175.27 FT, FENCE
6.792 .30 FT. TO THE VA CORNER BETMEEN SECTIONS 9 AND
CE SOUTH 123.00 FT, MORE OR LESS TO THE CENTERLNE OF OLD
GEIDSE COUNTY ROAD: THENCE FOLLOWING CENTERLINE SA7'W
T:- THENCE S70 $30^{\circ}$ H 10.00 FT: THENCE S37.3O 150.00
THENCE HEAVING SAD CENTERLNE SOUTH 600.00 FI, MORE OR
HENCE EAST 352.00 FT, THENCE SOUTH 200.00 FT. THENC
i2.00 FT.: THENCE SOUTH 530.06 FT. THENCE S85. 59.26 W
T MORE OR LESS TO THE POINT OF BEGINAING, WHICH IS THE
PONT. SAID PARCEL $20-12$-9D TAX LOT 100 CONTAINS 32
YORE OR LESS. THIS IS A PARTITION OF PARCEL 3 OF
ON PLART 1995 \# 24 .
OR:
F. MULKINS
CRUISING \& ENGINEERING
$\mathrm{X}^{750}$
IAY. OR, 97420


EXPINES 12-31-96
兵:
PURPOSE OF THIS SURVEY WAS TO PARTITION PROPERTY DESCRIBED
OF YYRTIE PONT ORDNANCE FIE HO, OO WECORDED N COOS

AN NTEDE COANER WHICH WRE ESTABLISHED PER THIS SURYEY


0



$3,00^{20 . P^{\prime}}$ PACIEIC POWER
Return To:
RC Name Coos Bay
RC $\frac{41050}{\text { BOUSKA, JOSEPI } 0 .}$
GRANTOR: BOISSKA, MERRT TO

PACIFIC PONER 135 LOCKHART COOS BAY, OR 97420

RIGHT-OF-WAY EASEMENT<br>(Individual)

The Northeast Quartor (NE 1/4) of the Southeast puarter (SE 1/4) of Section 09, Township 29 South, Range 12 West, Willamette Meridian.

Deed Reference \# 97-01-0183

The location and course of said easement and right-of-way are approximately as shown on the sketct. attached as Exhibit(s) A and by this reference made a part hexeof.

Together with the right of ingress and egress over the adjacent lands of the Grantor in order to install, majntaine repair, replace, rebuild, operate and remewnentidundergropnd electric power lines and appurtenances, and to exereise, aly other rights herein granted.

Grantor shall have the right to use the lands subject to the above described easement and right-of-way for all purposes not inconsistent with the uses and purposes herein set forth; provided that Grantor shall not build or erect any structure upon said easement and right-of-way without the prior written consent of Grantee.

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

Form 2768 (Rev. 4/90)

$\begin{array}{ll}\text { PAGE } \\ \text { INST: } 0002 & \text { OF, } 0003 \\ \text { INS } & 57733\end{array}$
STATE OF OREGON
County of $\qquad$ coss
$\qquad$ on this $\frac{S}{\text { personally appeared before me a no }}$
State, the within named mari
And Joseph IS Bouska
$\qquad$
to me known to be the identical person $S$ described therein and who executed the foregoing instrument, and acknowledged to me that executed the same freely and voluntarily for the uses 8 and purposes therein mentioned.
N IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.


Notary public for $\qquad$


Residing at $\qquad$
My Commission expires: $3 / 12 / 2001$

NAME/TITLE
Bunsks JoE: Cofimaret. of SpuraEst:mp.


## (iJ) TICOR TITLE

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.

coos..ownry


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

Pav Online Now with Credit Card or Check
BOUSKA, JOSEPH \& MERRI JO 204 I KINCHELOE LN MYRTLE POINT, OR 97458-1662

| Tax Account \# | 1122301 | Lender Name |
| :--- | :--- | :--- |
| Account Status | A | Loan Number |
| Roll Type | Real | Property ID |
| 4il1 |  |  |
| Situs Address |  | Interest To |

Tax Summary

| Tax Year | Tax <br> Type | Total Due | $\begin{gathered} \text { Current } \\ \text { Due } \\ \hline \end{gathered}$ | Interest Due | Discount Avallable | Original Due | Due <br> Date |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2019 | ADVALOREM | \$186.06 | \$191.81 | \$0.00 | \$5.75 | \$191.81 | Nov 15, 2019 |
| 2018 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$187.17 | Nov 15, 2018 |
| 2017 | ADVALOREM | $\mathbf{5 0 . 0 0}$ | \$0.00 | \$0.00 | \$0.00 | \$183.69 | Nov 15, 2017 |
| 2016 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$179.12 | Nov 15, 2016 |
| 2015 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$176.30 | Nov 15, 2015 |
| 2014 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$173.56 | Nov 15, 2014 |
| 2013 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$138.56 | Nov 15, 2013 |
| 2012 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$136.19 | Nov 15, 2012 |
| 2011 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$132.15 | Nov 15, 2011 |
| 2010 | ADVALOREM | \$0.00 | $\mathbf{\$ 0 . 0 0}$ | \$0.00 | \$0.00 | \$128.39 | Nov 15, 2010 |
| 2009 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$125.89 | Nov 15, 2009 |
| 2008 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$150.44 | Nov 15, 2008 |
| 2007 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$110.78 | Nov 15, 2007 |
| 2006 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$187.03 | Nov 15, 2006 |
| 2005 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$186.78 | Nov 15, 2005 |
| 2004 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$178.06 | Nov 15, 2004 |
| 2003 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$168.32 | Nov 15, 2003 |
|  | Total | \$186.06 | \$191.81 | \$0.00 | \$5.75 | \$2,734.24 |  |

TAX NOTATION...
NOTATION CODE DATE ADDED DESCRIPTION
SPLIT CODE 4-Jun-2014 AFFIDAVIT \#20303- \#1122393 COMBINED INTO \#1122301 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

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

BOUSKA, JOSEPH \& MERRI JO 2041 KINCHELOE LN MYRTLE POINT, OR 97458-1662

| Tax Account \# | 1122301 | Lender Name |
| :--- | :--- | :--- |
| Account Status | A | Loan Number |
| Roll Type | Real | Property ID |
| Situs Address |  | Interest To |
|  |  | Oct 15, 2019 |


| Tax Year | Tax Type | Total Due | $\begin{aligned} & \text { Current } \\ & \text { Due } \end{aligned}$ | Interest Due | Discount Available | $\begin{aligned} & \text { Origiaal } \\ & \text { Due } \end{aligned}$ | Due <br> Date |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2018 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$187.17 | Nov 15, 2018 |
| 2017 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$183.69 | Nov 15, 2017 |
| 2016 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$179.12 | Nov 15, 2016 |
| 2015 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$176.30 | Nov 15, 2015 |
| 2014 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$173.56 | Nov 15, 2014 |
| 2013 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$138.56 | Nov 15, 2013 |
| 2012 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$136.19 | Nov 15, 2012 |
| 2011 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$132.15 | Nov 15, 2011 |
| 2010 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$128.39 | Nov 15, 2010 |
| 2009 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$125.89 | Nov 15, 2009 |
| 2008 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$150.44 | Nov 15, 2008 |
| 2007 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$110.78 | Nov 15, 2007 |
| 2006 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$187.03 | Nov 15, 2006 |
| 2005 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$186.78 | Nov 15, 2005 |
| 2004 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$178.06 | Nov 15, 2004 |
| 2003 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$168.32 | Nov 15, 2003 |
|  | Total | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,542.43 |  |
| TAX NOTATION... |  |  |  |  |  |  |  |
| NOT | TION CODE | D DESCRI |  |  |  |  |  |

# COOS COUNTY ASSESSOR REAL PROPERTY ACCOUNT NAMES 

## Account \# 1122301

Map 29S1209-D0-00100
Owner BOUSKA, JOSEPH \& MERRI JO
2041 KINCHELOE LN
MYRTLE POINT, OR 97458-1662

| Name |  | Ownership | Own |
| :--- | :--- | :--- | :--- |
| Type | Name | Type | Pct |
| OWNER | BOUSKA, JOSEPH \& MERRI JO | OWNER | 100.00 |

