

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

COMPLETED BY STAFF	
Received By: <u>C. Om</u>	<input type="checkbox"/> COMP PLAN AMENDMENT
Date Submitted: <u>6/27/19</u>	<input type="checkbox"/> ZONE CHANGE
Application No.: <u>P-19-011</u>	<input type="checkbox"/> TEXT AMENEDMENT
Fee: <u>\$1785.00</u>	CONDITIONAL USE REVIEW
Fee Paid: <u>\$1785.00</u>	<input type="checkbox"/> HEARINGS BODY
Receipt No.: <u>212829</u>	<input type="checkbox"/> ADMINISTRATIVE
	<input type="checkbox"/> VARIANCE
	<input 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: Norman Parrish

Mailing Address: 2405 Spruce St.

City: Myrtle Point, OR 97458

Daytime Phone 541-297-6340

Email:

II. OWNER(S)

Name: Norman Parrish

Mailing Address: 2405 Spruce St.

City: Myrtle Point, OR 97458

Daytime Phone 541-297-6340

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: No Address

No. Acreage 5.19 Acres

Tax Acct. 1091600

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

29S 11W 12/20 0 0 400

Zone: Forest Water Service Type: On site

Sewage Disposal Type: On-site

School District: Myrtle Point

Fire District: Choose an item.

IV. REQUEST SUMMARY (Example: "To establish a template dwelling in the Forest Zoning District.") Measure 49 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. 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.

Coos County Planning
Land Division Supplemental Application

VI. Additional Information Required –

1. Lien holder(s) name: N/A
2. List of Easements and type: Bk. 92 Pg. 593 - Utilities, MR# 82-03-6138 - Utilities
3. Covenants or Deed Restrictions that apply: Limited Access to HWY 42
4. Legal Access and maintenance agreements: King Creek Co. Rd.
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? No
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.



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.: Parrish
Order No.: 360619027315
Effective Date: May 21, 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:

Norman Parrish, an estate in fee simple

Premises. The Property is:

(a) Street Address:

APN/Parcel ID(s) 1091600 as well as Tax/Map ID(s) 29S1120 TL400

(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. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Pacific Telephone and Telegraph Company
Purpose: Utilities
Recording Date: April 7, 1924
Recording No: Book 92, Page 593

8. Domestic Water Supply Agreement, including the terms and provisions thereof,

Executed by: W.H. Wyrick and Sarah Ellen Wyrick his wife; Joy I. Gaines, Joy I. Gaines, Guardian of the Estate of Roxanna Wyrick, a minor child; Joy I. Gaines, Guardian of the Estate of Jake Wyrick, a minor child; Eddie Conquest and Martha M. Conquest, husband and wife; Burl Brice McLoud and Marion R. McLoud, husband and wife; Jesse W. Belcher and Alice P. Belcher, husband and wife; Jesse Dotson and Mary Dotson, husband and wife; Karl H. Ehrig and Helen T. Ehrig, husband and wife; Merle V. Wyrick and Jean C. Wyrick, husband and wife; Roy B. Clark and Laura Clark, husband and wife; Stanley E. Perry and Edith Perry, husband and wife; Doris E. Van Alstein and H. C. Van Alstein, wife and husband; Dorothy G. Ames and Rial Ames, wife and husband; David Waterman and LaVona F. Waterman, husband and wife and the State of Oregon, Board of Forestry
Recording Date: October 8, 1957
Recording No.: Book 260, Page 728

9. Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly

provided for in said Deed:

Grantor: W. H. Wyrick and Sarah Ellen Wyrick, husband and wife
Grantee: State of Oregon, by and through its State Highway Commission
Recording Date: August 2, 1961
Recording No.: Book 287, Page 3

Amended by Indenture of Access

Recording Date: May 2, 1980
Recording No.: 80-02-5366

10. Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Grantor: Joy I. Smith, formerly Joy I. Wyrick, as the duly appointed, qualified and acting Guardian of the estates of Roxanna Wyrick and Jake Wyrick, minors
Grantee: State of Oregon, by and through its State Highway Commission
Recording Date: August 9, 1961
Recording No.: Book 287, Page 163

Amended by Indenture of Access

Recording Date: May 2, 1980
Recording No.: 80-02-5366

11. Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Grantor: Joy I. Smith, formerly Joy I. Wyrick
Grantee: State of Oregon, by and through its State Highway Commission
Recording Date: August 9, 1961
Recording No.: Book 287, Page 166

Amended by Indenture of Access

Recording Date: May 2, 1980
Recording No.: 80-02-5366

12. The obligation of the State of Oregon, by and through its State Highway Commission to construct an underpass and the right of the Grantors, their heirs and assigns to use said underpass as set forth in deeds recorded August 2, 1961 in Book 287, Page 3 and deeds recorded August 9, 1961 in Book 287, Pages 163 and 166, Deed Records of Coos County, Oregon.

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

Granted to: General Telephone of the Northwest, Inc
Purpose: Utilities
Recording Date: August 1, 1982
Recording No.: 82-03-6138

14. Waiver of Right to Object Forest Management Easement, including the terms and provisions thereof,

Recording Date: July 20, 1989

Recording No.: 89-07-1014

15. Final Order, Order #05-07-092C DJC#12, In the matter of the claim for compensation under Ballot Measure 37, including the terms and provisions thereof,

Recording Date: August 26, 2005
Recording No.: 2005-12986

16. 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.

NOTES:

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

Fiscal Year:	2018-2019
Amount:	\$377.82
Levy Code:	4101
Account No.:	1091600
Map No.:	29S11200000400

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.

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

Grantor:	Myra M. Parrish
Grantee:	Norman Parrish
Recording Date:	February 5, 2015
Recording No:	2015-00918

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

EXHIBIT "A"
Legal Description

That portion of the S ½ of the SW ¼ of the SE ¼ of Section 20, Township 29 South, Range 11 West, Willamette Meridian, Coos County, Oregon, lying Westerly of King Creek County Road No. 155 and Southerly of the Northerly boundary of old Highway No. 42.

ALSO: That portion of the NW ¼ of the NE ¼ of Section 29, Township 29 South, Range 11 West, Willamette Meridian, Coos County, Oregon lying North of the Middle Fork of the Coquille river.

SAVE AND EXCEPT any portion lying or being within the public roadways.

SAVE AND EXCEPT that property conveyed by Bargain and Sale Deed recorded October 17, 1988 bearing Microfilm Reel No. 88-10-0867, Records, Coos County, Oregon to Myra M. Parrish.

SAVE AND EXCEPT that property conveyed by Bargain and Sale Deed recorded February 20, 1991 bearing Microfilm Reel No. 91-02-0569, Records, Coos County, Oregon to Myra M. Parrish and Rhonda K. Pittullo.

SAVE AND EXCEPT that property conveyed by Bargain and Sale Deed recorded February 20, 1991 bearing Microfilm Reel No. 91-02-0567, Records, Coos County, Oregon to Myra M. Parrish, 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

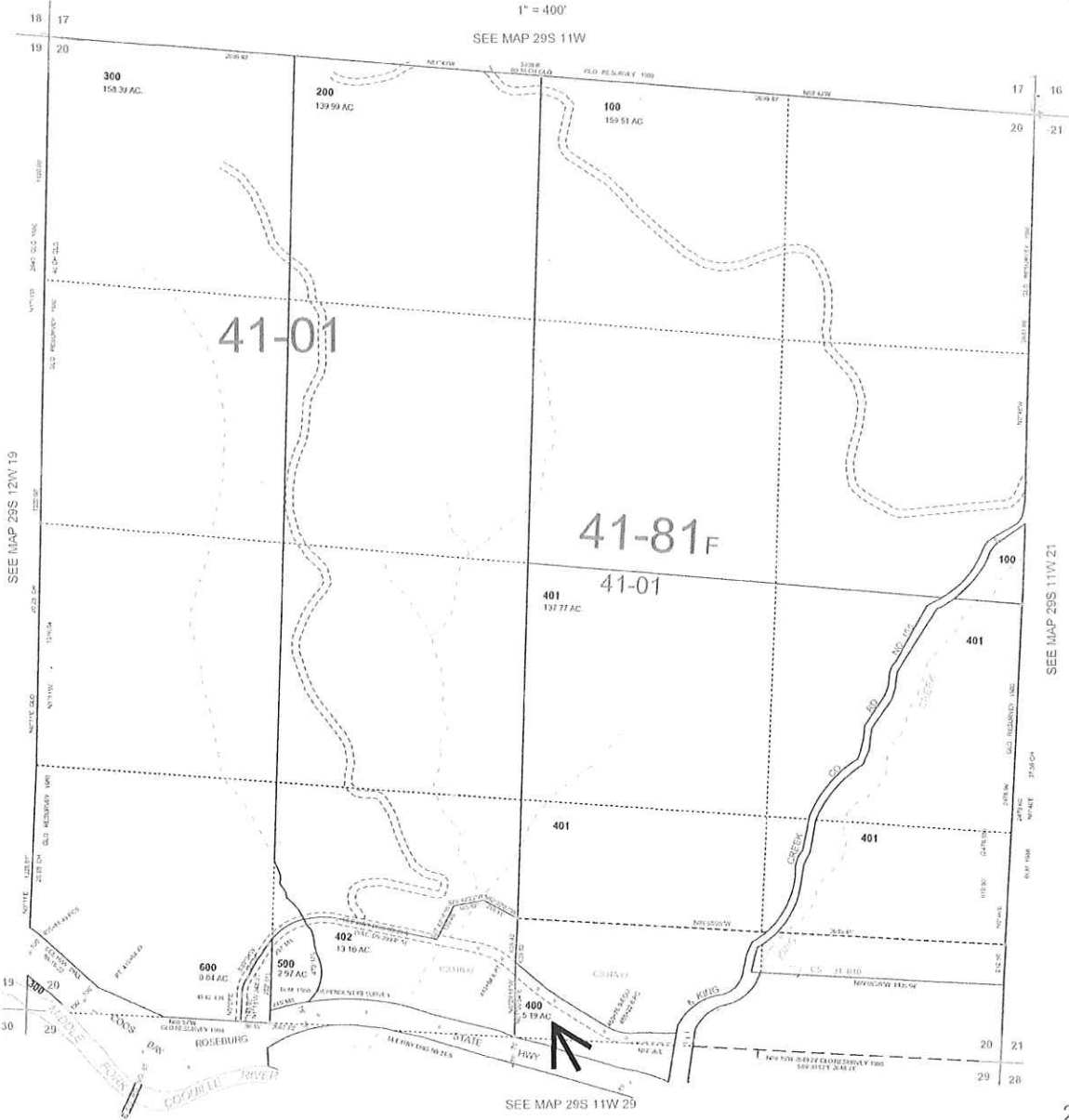
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SECTION 20 T29S R11W W.M.
COOS COUNTY

29S 11W 20


CANCELLED NO.


403
201
404



8-26-2014

29S 11W 20

 **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.

SECTION 20 T29S R11W W.M.
COOS COUNTY

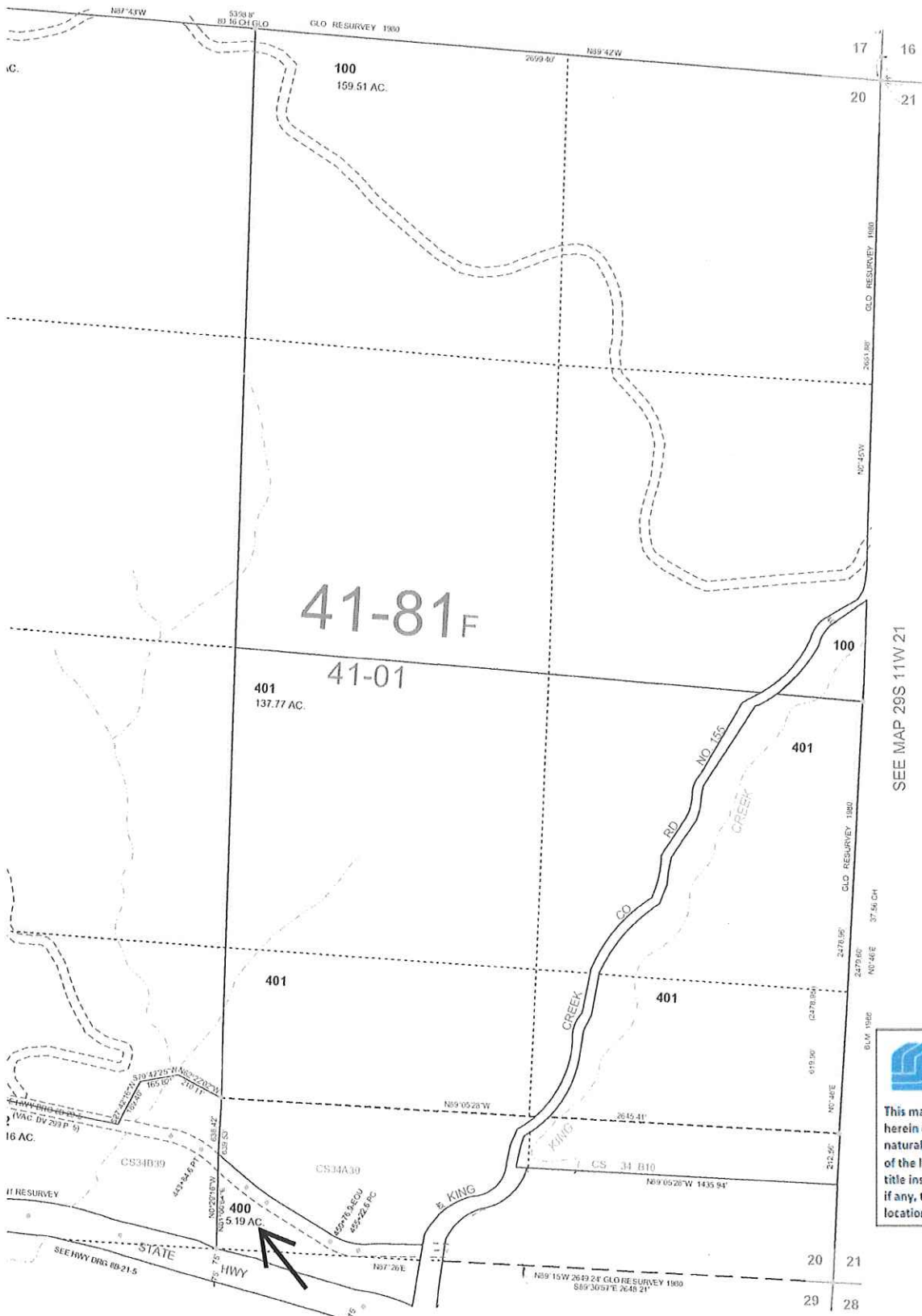
29S 11W 20

1" = 400'

CANCELLED NO.

403
201
404

SEE MAP 29S 11W



SEE MAP 29S 11W 21

SEE MAP 29S 11W 29

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.

8-26-2014

29S 11W 20

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

Myra M. Parrish
PO Box 338
Myrtle Point Ore 97458
Grantor's Name and Address
Norman Parrish
2405 Spruce St.
Myrtle Point Ore 97458
Grantee's Name and Address
After recording, return to (Name and Address):
Norman Parrish
2405 Spruce St.
Myrtle Point, Ore 97458
Until requested otherwise, send all tax statements to (Name and Address):
Norman Parrish
2405 Spruce St.
Myrtle Point, Ore 97458

COOS COUNTY, OREGON **2015-00918**
 \$48.00 02/05/2015 11:57:08 AM
 Pgs=1



Terri L. Turi, Coos County Clerk

WARRANTY DEED IN FULFILLMENT OF CONTRACT
Myra M. Parrish

("grantor"), for the consideration stated below, does hereby grant, bargain, sell and convey to Norman Parrish
 ("grantee"), all of that certain real property,
 with all rights and interests belonging or relating thereto; situated in Coos County, Oregon, described as
 follows (legal description of property; if space insufficient, continue description on reverse or on separate sheet):

SAVE AND EXCEPT that property conveyed by Bargain and Sale Deed recorded October 17, 1958 bearing Microfilm Reel No. 68-10-0567, Records, Coos County, Oregon to Myra M. Parrish.

SAVE AND EXCEPT that property conveyed by Bargain and Sale Deed recorded February 20, 1991 bearing Microfilm Reel No. 91-02-0568, Records, Coos County, Oregon to Myra M. Parrish and Rhonda L. Pliska.

SAVE AND EXCEPT that property conveyed by Bargain and Sale Deed recorded February 20, 1991 bearing Microfilm Reel No. 91-02-0567, Records, Coos County, Oregon to Myra M. Parrish, Records, Coos County, Oregon.

That portion of the S 1/4 of the SW 1/4 of the SE 1/4 of Section 20, Township 29 South, Range 11 West, Willamette Meridian, Coos County, Oregon lying Westward of King Creek County Road No. 135 and Southward of the Northernly boundary of old Highway No. 42.

ALSO: That portion of the NW 1/4 of the NE 1/4 of Section 29, Township 29 South, Range 11 West, Willamette Meridian, Coos County, Oregon lying North of the Middle Fork of the Coquille river.

SAVE AND EXCEPT any portion lying or being within the public roadways.

To Have and to Hold the same to grantee and grantee's heirs, successors and assigns forever.
 And grantor hereby covenants to and with grantee, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, and that grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the encumbrances described or referred to below.

This deed is given in fulfillment of that certain real estate contract dated _____, and recorded on _____, in the Records of the County named above, in book reel volume No. _____ on page _____, and/or as fee file instrument microfilm reception No. _____ (indicate which). The covenants of warranty contained in this deed shall not apply to any title, interest or encumbrance arising by, through or under grantee or grantee's predecessors in interest, nor to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of the contract, nor to any exceptions accepted by the buyer in connection with the sale of property represented by the contract.

The true and actual consideration paid by grantee to grantor for this transfer is (check one or both; see ORS 93.030):
 \$ 25,000.00 ;
 other property or value given or promised which is part of the the whole (indicate which) consideration.

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

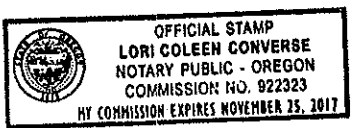
Grantor has executed this instrument on 2-5-2015; any signature on behalf of a business or other entity is made with the authority of that entity.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010. TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Myra M. Parrish

STATE OF OREGON, County of Coos ss.
 This record was acknowledged before me on 2/5/2015
 by Myra M. Parrish
 This record was acknowledged before me on _____
 by _____
 as _____
 of _____

[Signature]
 Notary Public for Oregon
 My commission expires 11/25/2017



It is understood that the employes of said Telephone Company, shall at any time when necessary, have access to said right-of-way and the poles and wires thereon, for purposes of repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

Witness:
R. H. Bryant, F. A. Meverden.

D. H. Cribbins

Form Approved.
H. D. Pillsbury
V. P. & Gen'l Attorney.

State of Oregon,
County of Coos. SS. BE IT REMEMBERED, That on this 4 day of February, 1924, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named D. H. Cribbins who is known to me to be the identical individual who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily

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

Recorded April 7, 1924. 11:00 A.M.
I. P. Bunch, County Clerk.

Frank "A" Meverden
Notary Public for Oregon.
My commission expires 1-10-28.
(Notarial Seal)

22692-

February 4, 1924.

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right-of-way is hereby granted to The Pacific Telephone and Telegraph Company, its successors and assigns, with the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to R. H. Bryant, and situated in the County of Coos, State of Oregon, and described as follows:

Thru the SW 1/4 of the S E 1/4 of Sec. 20 T. 29 S. R. 11 W. N. M. Coos Co. Oregon.
The location of said right of way to be as surveyed and staked at this date.

The right is also granted the said telephone Company to cut down all trees, except fruit trees which must be pruned, for a distance of 12 1/2 feet each side of said pole line. Permission is also given to remove all hazards along line. Anchor location on Pole #298 to be changed to meet requirements of Mr. R. H. Bryant.

The right is also hereby granted the Telephone Company to place and maintain gates in fences at the point or points where the right of way intersects said fences.

The grantor agrees not to grant any right or permit for the erection or maintenance of any electric power transmission line or lines upon or over said property, parallel with and within --- feet of the lines placed by the Telephone Company, or for the erection and maintenance of any such line or lines across the Telephone Company's lines placed upon said right-of-way at an angle of less than thirtyfive (35) degrees.

It is understood that the employes of said Telephone Company, shall at any time when necessary have access to said right-of-way and the poles and wires thereon, for purposes of repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

Witness:
Robert Radskar, F. A. Meverden.

R. H. Bryant

Form approved.
H. D. Pillsbury, V.P. & Gen'l Attorney.

State of Oregon,
County of Coos. SS. BE IT REMEMBERED, That on this 4 day of February, A. D. 1924, before me the undersigned, a Notary Public in and for the said County and State, personally appeared the within named R. H. Bryant, who is known to me to be the identical individual who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily

D-92

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

Recorded April 7, 1924. 11:00 A.M.
I. F. Bunch, County Clerk.

Frank "A" Meverden
Notary Public for Oregon.
My commission expires 1-10-28.
(Notarial Seal)

See Volume 285 page 339

26893-

February 4, 1924.

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right-of-way is hereby granted to The Pacific Telephone and Telegraph Company, its successors and assigns, with the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to Robert Radeker, and situated in the County of Coos State of Oregon, and described as follows:

Thru the S.W. 1/4 of the S W 1/4 of Sec. 20 and in the N W 1/4 of the N W 1/4 of Sec. 29 T 29 S. R. 11 W.W.M. Location of said right of way to be as surveyed and staked at this date. Permission is also granted the said telephone company to cut all trees for a distance of 12 1/2 feet each side of said pole line and remove all hazards along line except fruit trees which may be pruned.

The right is also hereby granted the Telephone Company to place and maintain gates in fences at the point or points where the right-of-way intersects said fences.

The grantor agrees not to grant any right or permit for the erection or maintenance of any electric power transmission line or lines upon or over said property, parallel with and within --- feet of the lines placed by the Telephone Company, or for the erection and maintenance of any such line or lines across the Telephone Company's lines placed upon said right-of-way at an angle of less than thirty-five (35) degrees.

It is understood that the employes of said Telephone Company shall, at any time when necessary, have access to said right-of-way and the poles and wires thereon, for purposes of repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

Witness: Harrison McNeil, F.A. Meverden.

Robt. Radeker

Form Approved.
H. D. Pillsbury
V. E. & Gen'l Attorney.

State of Oregon,
County of Coos. SS. BE IT REMEMBERED, that on this 4 day of February, A.D. 1924, before me the undersigned a Notary Public in and for the said County and State, personally appeared the within named Robert Radeker who is known to me to be the identical individual who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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

Recorded April 7, 1924. 11:00 A.M.
I. F. Bunch, County Clerk.

Frank "A" Meverden
Notary Public for Oregon.
My commission expires 1-10-28.
(Notarial Seal)

See Partial Release 3-31-61
See Vol 285 - 339

26894-

February 6, 1924.

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right-of-way is hereby granted to The Pacific Telephone and Telegraph Company, its successors and assigns, with the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain

STATEMENT OF TAX ACCOUNT

COOS COUNTY TAX COLLECTOR

COOS COUNTY COURTHOUSE

COQUILLE, OREGON 97423

(541) 396-7725

17-May-2019

PARRISH, NORMAN
2405 SPRUCE ST
MYRTLE POINT, OR 97458-1597

Tax Account #	1091600	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	4101
Situs Address		Interest To	Jun 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	\$377.82	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$369.57	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$359.78	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$360.26	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$358.60	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$339.55	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$331.50	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$311.54	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$302.76	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$295.73	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$296.54	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$284.18	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$277.81	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$273.17	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$259.41	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$252.90	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$5,051.12	

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2019

NOT OFFICIAL VALUE

May 17, 2019 11:02:41 am

Account # 1091600
 Map # 29S11200000400
 Code - Tax # 4101-1091600

Tax Status ASSESSABLE
 Acct Status ACTIVE
 Subtype NORMAL

Legal Descr See Record

Mailing Name PARRISH, NORMAN

Deed Reference # 2015-918

Agent

Sales Date/Price 02-05-2015 / \$25,000.00

In Care Of

Appraiser

Mailing Address 2405 SPRUCE ST
 MYRTLE POINT, OR 97458-1597

Prop Class 100 MA SA NH Unit
 RMV Class 100 05 22 RRL 19124-1

Situs Address(s) Situs City

Code Area		RMV	MAV	Value Summary AV	RMV Exception	CPR %
4101	Land	66,030			Land	0
	Impr.	0			Impr.	0
Code Area Total		66,030	43,060	43,060		0
Grand Total		66,030	43,060	43,060		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV
4101	10	<input checked="" type="checkbox"/>		F	Market	100	A	5.19	MV	002	
Grand Total								5.19			

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown	TD%	Total Sq. Ft.	Ex%	MS Acct #	Trended RMV
Grand Total										0

Code Area	Type	Exemptions/Special Assessments/Potential Liability								
4101										
FIRE PATROL:										
	■ FIRE PATROL GRAZING	Amount	18.75	Acres	5.19	Year	2019			

WARRANTY DEED

34611

KNOW ALL MEN BY THESE PRESENTS, That we, W. H. Wyrick and Sarah Ellen Wyrick, husband and wife, Grantors, for the consideration of the sum of Three Thousand Nine Hundred Sixty-seven and 50/100 DOLLARS (\$3,967.50) to us paid, have bargained and sold and by these presents do bargain, sell and convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, an undivided one-half interest in and to the following described premises, to wit:

PARCEL NO. 1

A parcel of land lying in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20 and in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29, Township 29 South, Range 11 West, W. M., Coos County, Oregon; the said parcel being that portion of said subdivisions included in a strip of land variable in width, lying on each side of the center line of the Coos Bay-Roseburg Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 430+65.74, said Station being 53.78 feet North and 425.78 feet West of the North quarter corner of said Section 29; thence South 73° 58' East, 1101.07 feet; thence on a spiral curve right (the long chord of which bears South 71° 18' East) 400 feet; thence on a 1432.39 foot radius curve right (the long chord of which bears South 61° 16' 45" East) 234.38 feet; thence on a spiral curve right (the long chord of which bears South 51° 15' 30" East) 400 feet to Station 452+01.19; said center line crosses the West and East lines of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 29 approximately at Stations 435+10 and 449+15, respectively.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Northerly Side of Center Line	Width on Southerly Side of Center Line
431+00		445+00	75	75
445+00		448+01.19	75	Center of Middle Fork Coquille River
448+01.19		449+50	75 in a straight line to 125 feet	Center of Middle Fork of Coquille River
449+50		452+01.07	125	Center of Middle Fork of Coquille River

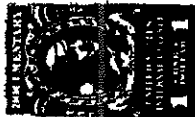
(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 5.9 acres outside of the existing right of way.

PARCEL NO. 2

A parcel of land lying in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29, Township 29 South, Range 11 West, W. M., Coos County, Oregon; the said parcel being described as follows:

Beginning at a point opposite and 75 feet Northerly of Station 444+00 on the center line of the relocated Coos Bay-Roseburg Highway, which center line is described in Parcel No. 1; thence North 55° East, 300 feet, more or less, to the Southwesterly right of way line of the existing Coos Bay-Roseburg Highway; thence Southerly along said right of way line to a line which is parallel to and 75 feet Northerly of the center line of said relocated Coos Bay-Roseburg Highway; thence Westerly along said parallel line to the point of beginning.



(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 1.1 acres, more or less.

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future or potential common law or statutory abutter's easements of access between the right of way of the public way identified as the relocated Coos Bay-Roseburg Highway and all of the Grantors' remaining real property consisting of all parcels contiguous one to another, whether acquired by separate conveyances or otherwise, all of which parcels either adjoin the real property conveyed by this instrument, or are connected thereto by other parcels owned by Grantors.

EXCEPT there is hereby reserved to the Grantors, their heirs and assigns, all rights of access to the existing highway. Said existing highway shall be connected to the main highway, or to other public ways, only at such places as the Grantee may select.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the Grantors, their heirs and assigns.

The Grantee shall construct for farm passage a reinforced concrete box-type underpass with a twelve (12) foot horizontal clearance and twelve (12) foot vertical clearance under the relocated Coos Bay-Roseburg Highway at approximately Highway Engineer's center line Station 445+00. The Grantors, their heirs and assigns, shall have a right of passageway through said underpass, only so long as the remaining property served by the said highway and served by said underpass shall remain in a common ownership. In the event it shall cease to be in a common ownership, then all rights of passageway shall automatically cease and terminate.

TO HAVE AND TO HOLD the said undivided one-half interest in said premises with their appurtenances, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And we the said Grantors do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that we are the owners of an undivided one-half interest in said premises; that they are free from all encumbrances and that we will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14 day of

July, 1961.

Orin H. Wyrick (SEAL)

Donald E. Wyrick (SEAL)

STATE OF OREGON

County of Coos } ss

On this 28th day of July, 1961, personally came before me, a Notary Public in and for said county and state, the within named W. H. Wyrick and Sarah Ellen Wyrick, his wife, to me personally known to be the identical persons described in, and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

Cabeau
Notary Public for Oregon

My commission expires: 3/2/1963

12/10/1961

RECORDED AUG 2 - 1961 AT L W
GEORGIANNA VAUGHAN, COUNTY CLERK

GUARDIAN'S DEED

34767

THIS INDENTURE, made this 26th day of July, 1961, by and between Joy I. Smith, formerly Joy I. Wyrick, as the duly appointed, qualified and acting Guardian of the estates of Roxanna Wyrick and Jake Wyrick, minors, of the County of Coos, State of Oregon, the party of the first part, and the State of Oregon, by and through its State Highway Commission, party of the second part,

WITNESSETH, That, Roxanna Wyrick and Jake Wyrick are the owners of an undivided one-half interest in the property herein described, subject to the dower interest of Joy I. Smith, formerly Joy I. Wyrick, widow of H. V. Wyrick, and

WHEREAS, Joy I. Smith, formerly Joy I. Wyrick, is the duly appointed, qualified and acting Guardian of the Estates of the said Roxanna Wyrick and Jake Wyrick, minors, and it is the desire of the State of Oregon, by and through its State Highway Commission, to obtain from the party of the first part, a deed to the property herein described, and

WHEREAS, on the 25th day of July, 1961, the District Court of the State of Oregon for Curry County made an Order authorizing, directing and permitting said Guardian to sell said property, and on the 25th day of July, 1961, confirmed said sale and authorized said Guardian to convey any interest owned by the said Roxanna Wyrick and Jake Wyrick in and to the lands hereinafter described to the State of Oregon, by and through its State Highway Commission, for the consideration of the sum of Three Thousand Nine Hundred Sixty-seven and 50/100 DOLLARS (\$3,967.50), which said Order of Sale is entered in Volume 10, in the Probate Journal of said County, on Page 423 thereof.

NOW, THEREFORE, the said party of the first part, pursuant to the Order last aforesaid, and for the consideration of the sum of Three Thousand Nine Hundred Sixty-seven and 50/100 DOLLARS (\$3,967.50), to her in hand paid, by the party of the second part, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the party of the second part and to its successors and assigns, forever, all the right, title, interest and estate of the said Roxanna Wyrick and Jake Wyrick in and to their undivided one-half interest in and to that certain piece and parcel of land situate, lying and being in the County of Coos, State of Oregon, described as follows, to wit:

PARCEL NO. 1

A parcel of land lying in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20 and in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of



Section 29, Township 29 South, Range 11 West, W. M., Coos County, Oregon; the said parcel being that portion of said subdivisions included in a strip of land variable in width, lying on each side of the center line of the Coos Bay-Roseburg Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 430+65.74, said Station being 53.78 feet North and 425.78 feet West of the North quarter corner of said Section 29; thence South 71° 58' East, 1101.07 feet; thence on a spiral curve right (the long chord of which bears South 71° 18' East) 400 feet; thence on a 1432.37 foot radius curve right (the long chord of which bears South 61° 16' 45" East) 234.38 feet; thence on a spiral curve right (the long chord of which bears South 51° 15' 30" East) 400 feet to Station 452+01.19; said center line crosses the West and East lines of said NW¼ of said Section 29; approximately at Stations 435+10 and 449+15, respectively.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Northerly Side of Center Line	Width on Southerly Side of Center Line
431+00		445+00	75	75
445+00		448+01.19	75	center of Middle Fork of Coquille River
448+01.19		449+50	75 in a straight line line to 125	center of Middle Fork of Coquille River
449+50		452+01.07	125	center of Middle Fork of Coquille River

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 5.9 acres, outside of the existing right of way.

PARCEL NO. 2

A parcel of land lying in the NW¼ of Section 29, Township 29 South, Range 11 West, W. M., Coos County, Oregon, the said parcel being described as follows:

Beginning at a point opposite and 75 feet Northerly of Station 444+00 on the center line of the relocated Coos Bay-Roseburg Highway, which center line is described in Parcel No. 1; thence North 55° East, 300 feet, more or less, to the Southwesterly right of way line of the existing Coos Bay-Roseburg Highway; thence Southerly along said right of way line to a line which is parallel to and 75 feet Northerly of the center line of said relocated Coos Bay-Roseburg Highway; thence Westerly along said parallel line to the point of beginning.

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 1.1 acres, more or less.

SUBJECT TO the dower interest of Joy I. Smith, formerly Joy I. Wyrick, widow of H. V. Wyrick.

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future, or potential common law or statutory abutter's easements of access between the right of way of the public way identified as the relocated Coos Bay-Roseburg Highway and all of the remaining real property of Roxanna Wyrick and Jake Wyrick, consisting of all parcels contiguous one to another, whether acquired by separate conveyances

or otherwise, all of which parcels either adjoin the real property conveyed by this instrument, or are connected thereto by other parcels owned by Roxanna Wyrick and Jake Wyrick.

EXCEPT HOWEVER, there is hereby reserved unto Roxanna Wyrick and Jake Wyrick, their heirs and assigns, all rights of access to the existing highway. Said existing highway shall be connected to the main highway, or to other public ways, only at such places as the Grantee may select.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the Grantor, her successors and assigns, and Roxanna Wyrick and Jake Wyrick, their heirs and assigns.

The Grantee shall construct for farm passage a reinforced concrete box-type underpass with a twelve (12) foot horizontal clearance and a twelve (12) foot vertical clearance under the relocated Coos Bay-Roseburg Highway at approximately Highway Engineer's center line Station 445+00. The Grantor herein reserves, for the use and benefit of the land owned by Roxanna Wyrick and Jake Wyrick, their heirs and assigns, a right of passageway through said underpass, only so long as the remaining property served by the said highway and served by said underpass shall remain in a common ownership. In the event it shall cease to be in a common ownership, then all rights of passageway shall automatically cease and terminate.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the said undivided one-half interest in said premises with their appurtenances, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal as Guardian of the Estates of Roxanna Wyrick and Jake Wyrick, minors, this day and year first above written.

Joy I. Smith (SEAL)
Joy I. Smith, formerly Joy I. Wyrick, Guardian of the Estates of Roxanna Wyrick and Jake Wyrick, minors

STATE OF OREGON }
County of Curry } ss

On this 21 day of July, 1961, personally came before me, a Notary Public in and for said county and state, the within named Joy I. Smith, formerly Joy I. Wyrick, who is known to me to be the person described in and who executed the foregoing deed as the duly appointed and qualified Guardian of the Estates of Roxanna Wyrick and Jake Wyrick, minors, and acknowledged to me that she, as the Guardian of the Estates of Roxanna Wyrick and Jake Wyrick, minors, executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

William C. Taylor
Notary Public for Oregon

My commission expires: 4/1/64

15/61

QUITCLAIM DEED
34768

KNOW ALL MEN BY THESE PRESENTS, That I, Joy I. Smith, formerly Joy I. Wyrick, Grantor, for the consideration of the sum of One and No/100 DOLLAR (\$1.00) to me paid; do hereby remise, release and forever quitclaim unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, the following described premises, to wit:

Parcel No. 1

A parcel of land lying in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20 and in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29, Township 29 South, Range 11 West, W.M., Coos County, Oregon; the said parcel being that portion of said subdivisions included in a strip of land variable in width, lying on each side of the center line of the Coos Bay-Roseburg Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 430+65.74, said Station being 53.78 feet North and 425.74 feet West of the North quarter corner of said Section 29; thence South 73° 58' East, 1101.07 feet; thence on a spiral curve right (the long chord of which bears South 71° 18' East) 400 feet; thence on a 1432.39 foot radius curve right (the long chord of which bears South 61° 16' 45" East) 234.38 feet; thence on a spiral curve right (the long chord of which bears South 51° 15' 30" East) 400 feet to Station 452+01.19, said center line crosses the West and East lines of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 29 approximately at Stations 435+10 and 449+15, respectively.

The widths in feet of the strip of land above referred to are as follows:

Station to	Station	Width on Northerly Side of Center Line	Width on Southerly Side of Center Line
431+00	445+00	75	75
445+00	448+01.19	75	Center of Middle Fork of Coquille River
448+01.19	449+50	75 in a straight line to 125	Center of Middle Fork of Coquille River
449+50	452+01.07	125	Center of Middle Fork of Coquille River

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 5.9 acres outside of the existing right of way.

Parcel No. 2

A parcel of land lying in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29, Township 29 South, Range 11 West, W.M., Coos County, Oregon; the said parcel being described as follows:

Beginning at a point opposite and 75 feet Northerly of Station 444+00 on the center line of the relocated Coos Bay-Roseburg Highway, which center line is described in Parcel No. 1; thence North 55° East, 300 feet, more or less, to the Southwesterly right of way line of the existing Coos Bay-Roseburg Highway; thence Southerly along said right of way line to a line which is parallel to and 75 feet Northerly of the center line of said relocated Coos Bay-Roseburg Highway; thence Westerly along said parallel line to the point of beginning.

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 1.1 acres, more or less.

As a part of the consideration hereinabove stated, there is also released, released and relinquished to the Grantee all existing, future or potential common law or statutory abutter's easements of access between the right of way of the public way identified as the relocated Coos Bay-Roseburg Highway and all of the Grantor's remaining real property consisting of all parcels contiguous one to another, whether acquired by separate conveyances or otherwise, all of which parcels either adjoin the real property conveyed by this instrument, or are connected thereto by other parcels owned by Grantor.

EXCEPT there is hereby reserved to the Grantor, her heirs and assigns, all rights of access to the existing highway. Said existing highway shall be connected to the main highway, or to other public ways, only at such places as the Grantee may select.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the Grantor, her heirs and assigns.

The Grantee shall construct for farm passage a reinforced concrete box-type underpass with a twelve (12) foot horizontal clearance and twelve (12) foot vertical clearance under the relocated Coos Bay-Roseburg Highway at approximately Highway Engineer's center line Station 445+00. The Grantor, her heirs and assigns, shall have a right of passageway through said underpass, only so long as the remaining property served by the said highway and served by said underpass shall remain in a common ownership. In the event it shall cease to be in a common ownership, then all rights of passageway shall automatically cease and terminate.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said STATE OF OREGON, by and through its State Highway Commission, its successors and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of

July, 1961.

Joy I. Smith (SEAL)

STATE OF OREGON }
County of Wheeler } ss

On this 26th day of July, 1961, personally came before me, a Notary Public in and for said county and state, the within named Joy I. Smith, to me personally known to be the identical person described in, and who executed the within instrument, and who personally acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

W. L. Krum C. Taylor
Notary Public for Oregon

My commission expires: 4/1/62

if/lu

3/3/78

80 2 5366

Highway Division
Files 32136 and 34331

ORIGINAL

INDENTURE OF ACCESS

THIS INDENTURE, made and executed this 7 day of April, 1978, by and between the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division, hereinafter called "State", and WALLACE N. and MYRA M. PARRISH, hereinafter called "Owners";

WHEREAS, State by deeds recorded August 2, 1961, in Book 287, Page 3, Document No. 34611; recorded August 9, 1961 in said Book 287, Page 163, Document No. 34767; recorded February 18, 1963, in Book 299, Page 284, Document No. 45471, and in said Book 299, Page 286, Document No. 45472, Coos County Deed Records acquired from W.H. and Sarah Ellen Wyrick, and Joy I. Smith, as Guardian, certain property lying in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20; in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29, and in the W $\frac{1}{2}$ of Section 28, all in Township 29 South, Range 11 West, W.M., Coos County, Oregon, said deeds recorded February 18, 1963, in part, reserved for the service of the remaining property access rights to and from the Northeasterly side of the relocated Coos Bay-Roseburg Highway opposite Engineer's Station 478+20; and

WHEREAS, Owners by deeds recorded December 29, 1970, as Document No. 70-2-54719; recorded March 3, 1971, as Document No. 71-3-56533 and recorded February 22, 1972 on Microfilm Keel No. 72-268625-26, Coos County Deed Records, acquired fee title to that portion of said remaining property affected by the access changes herein made; and

WHEREAS, Owners now have requested that their access rights on the Northeasterly side of said highway opposite Engineer's Station 478+20 be terminated and that there be substituted therefor access rights to the Southerly side of said highway opposite Engineer's Station 438+10; and

WHEREAS, State is agreeable to the granting of Owners' request.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that for and in consideration of the grant hereinafter made by State, OWNERS do hereby transfer and relinquish unto State, its successors and assigns, their access rights to and from the Northeasterly side of

PE: 2 IOA
3/3/78

80 2 5867

Highway Division
Files 32136 and 34331

the relocated Coos Bay-Roseburg Highway opposite said Station 478+20 reserved in the above mentioned deeds recorded February 18, 1963. Owners represent and warrant that no one, other than Owners, is using or entitled to use the access rights herein relinquished. STATE, in consideration of the relinquishment herein made by Owners, does hereby grant and convey unto Owners, their heirs and assigns, access rights to and from the Southerly side of the said highway opposite said Station 438+10 in a width of 35 feet and unrestricted as to use.

Except as modified herein said deeds to State recorded August 2, 1961; August 9, 1961 and February 18, 1963 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties herein have executed these presents the day and year first above written.

Wallace N. Parrish
Wallace N. Parrish
Myra M. Parrish
Myra M. Parrish

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION,
Highway Division

APPROVED AS TO FORM:
James B. Davis
Asst. Attorney General and Counsel

By J. B. Hoyd
J. B. Hoyd, Right of Way Manager
4/17/78

STATE OF OREGON, County of Coos
April 3rd, 1978. Personally appeared the above named Wallace N. Parrish and Myra M. Parrish, who acknowledged the foregoing instrument to be their voluntary act.



Robert A. Hagan
Notary Public for Oregon
My Commission expires 5-21-80

80 2 5365

Pg. 3 - IOA
3/78

Highway Division
Files 32136 and 34331

STATE OF OREGON, County of Marion

[Signature] personally appeared J. D. Boyd, who being sworn,
stated that he is the Right of Way Manager for the State of Oregon, Department of
Transportation, Highway Division, and this document was voluntarily signed on behalf
of the State of Oregon, by authority delegated to him. Before me:

E. Ruth Keller
Notary Public for Oregon

My Commission expires Oct. 8, 1981



Fee: 1.50

By [Signature] deputy
Return to State Highway Dept

State of Oregon
County of COOS
I hereby certify that the within instrument
was filed for record in the Coos County
Deed Records
WITNESS my hand and seal of County
CLERK
MARY ANN WILSON
Coos County Clerk

80 2 5365
OCT 2 11 30
[Signature]

82-3 6138

CLD

EP 111742

RIGHT OF WAY EASEMENT

107-2883332

THE GRANTOR, SUNTOP Co., P. O. Box 1132, Roseburg, Oregon 97470

For a valuable consideration convey S and warrant S to General Telephone Company of the Northwest, Inc., a corporation, and to _____ a corporation, and their successors or assigns, and licensees and other persons as may be authorized by General Telephone Company of the Northwest, Inc., a perpetual right of way and easement over, under, above, and across the following described property:

TO WIT: The real property in T20, R17, S20. To place aerial cable along the existing Coos-Curry Power Line which follows King Creek Road, and to place anchors and poles as necessary.

County of: Coos State of: Oregon

Together with the right to install, inspect, and maintain all of the facilities necessary to provide communication service, power service, and other related services located on said right of way and easement, including the trimming or removal of any brush, trees, shrubs, structures or objects that may interfere with the construction, maintenance and operation of said services.

DATED THIS _____ day of _____, 19 _____

Mortgagee _____

Grantor Suntop Co.
Edward J. Lohr

By It's _____

Grantor Managing Partner

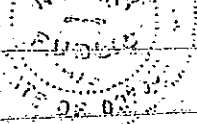
(Corporate Seal)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
County of Wheeler) ss.

ON this 17th day of May, 1982, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn personally, appeared EDWARD E. SEHN, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



John J. Gilbert
Notary Public in for the State of Oregon
Residing at Summit, OR
My Comm. Expires 6/1/84

MORTGAGEE - CORPORATION ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss.

ON this _____ day of _____, 19 _____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared _____ to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the purposes therein mentioned, and on oath stated that he authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written:

RECORDED AUG 10 1982 AT 11117
WHEELER COUNTY CLERK

Notary Public for _____
Residing at _____

After recording return to:
Wallace and Myra Parrish
P.O. Box 338
Myrtle Point, OR 97458

BEFORE THE BOARD OF COMMISSIONERS OF COOS COUNTY, OREGON

IN THE MATTER OF THE CLAIM) FINAL ORDER
FOR COMPENSATION UNDER) ORDER # 05-07-092C
BALLOT MEASURE 37 SUBMITTED) DJC# 12
BY WALLACE N. PARRISH AND)
MYRA M. PARRISH, CLAIMANTS)

Claimants: Wallace N. Parrish and Myra M. Parrish

Property: Tax Lot 400, T29S, R.11W, Section 20, Coos County
Tax Lots 300, 304, 305, T29S, R.11W, Section 28, Coos County
Tax Lots 200, 201, 203, T29S, R.11W, Section 29, Coos County
Microfilm Reel # 70-12-54719
Microfilm Reel # 71-3-56533

Claim: The demand for compensation and any supporting information received
From the Claimants by Coos County

Claimants submitted the Claim to Coos County under Ballot Measure 37 (2004) and
Coos County Ordinance 04-12-014L. This order is based on the record herein, including
the Findings attached to and by this reference incorporated into this order.

ORDER

This claim is approved as to the CCZLDO adopted by Coos County for the reasons set
forth in the Findings and subject to the following terms:

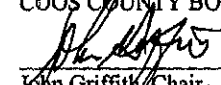
- 1) In lieu of paying just compensation under Measure 37, Coos County will not apply the following Ordinance regulations to the Parrish's request for a waiver of all zoning regulations: CCZLDO Article IV, 4.8, and any other restricting regulations only to the extent necessary to allow them to use the property permitted at the time they acquired it. Wallace Parrish acquired the property on December 29, 1970 and Myra Parrish became an "owner" on February 3, 1972.
- 2) The relief granted by this order does not authorize Wallace Parrish to use the Property for a use not permitted when he acquired his interest in the Property. The use of the Property permitted on December 29, 1970 was not governed by a County Land Use Ordinance. Specifically, subject to the in lieu of paying just compensation under Measure 37, Coos County will not apply CCZLDO regulations adopted after December 29, 1970 in order to allow Wallace Parrish to use the Property for a use permitted at the time he acquired it on December 29, 1970. The relief granted by this order does not authorize Myra Parrish to use the Property for a use not permitted when she acquired her interest in the Property. The use of the Property permitted on February 3, 1972 was not governed by a Coos County Zoning and Land Development Ordinance. Specifically, subject to the in lieu of paying just compensation under Measure 37, Coos County will not apply CCZLDO regulations adopted after February 3, 1972 in order to allow Myra Parrish to use the Property for a use permitted at the time she acquired it on February 3, 1972.
- 3) To the extent that any law, order, deed, agreement or other legally-enforceable public or private requirement provides that the Property may not be used without a permit, license, or other form of authorization or consent, this order does not authorize the use of the Property unless the Claimants first obtains that permit, license, or other form of authorization or consent. Such requirements may include, but are not limited to: a building permit, a land use decision, other permits or authorizations from local,

state or federal agencies and restrictions on the use of the Property imposed by private parties:

- 4) Any use of the Property by the Claimants under the terms of this order remains subject to the following laws: (a) those laws not specified in (1) above; (b) any laws enacted or enforced by a public entity other than Coos County; and, (c) those laws not subject to Measure 37 including, without limitation, those laws exempted under section (3) of Measure 37.
- 5) Without limiting the generality of the foregoing terms, in order for the Claimants to use the Property, it may be necessary for the Claimants to obtain a decision under Measure 37 from another public entity that enforces land use regulations applicable to the Property. Nothing in this order relieves the Claimants from the necessity of obtaining a decision under Measure 37 from a local public entity that has jurisdiction to enforce a land use regulation applicable to a use of the Property by the Claimants.

This Order is entered into by the Coos County Board of Commissioners as a final order under Measure 37 on this 20th day of July 2005.

COOS COUNTY BOARD OF COMMISSIONERS



John Griffith, Chair



Nikki Whitty, Vice-Chair

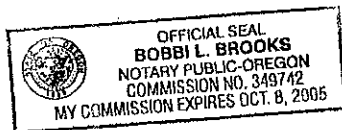


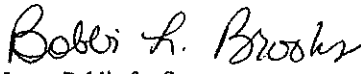
Gordon Ross, Commissioner

State of Oregon)
County of Coos)

ss.

This instrument was acknowledge before me on the 20th day of July, 2005 by John Griffith, Nikki Whitty and Gordon Ross, Commissioners of Coos County, Oregon




Notary Public for Oregon
My Commission Expires 10/08/05

**BALLOT MEASURE 37 (Chapter 1, Oregon Laws 2005)
CLAIM FOR COMPENSATION
COOS COUNTY**

**FINDINGS
July 20, 2005**

NAME OF CLAIMANTS: Wallace N. Parrish
Myra M. Parrish¹

MAILING ADDRESS: P.O. Box 338
Myrtle Point, OR 97458

OTHER CONTACT INFO: 572-4055 or 572-5496

OTHER INTEREST IN PROPERTY:

DATE RECEIVED BY COOS COUNTY: March 2, 2005

180-DAY DEADLINE: August 29, 2005

I. CLAIM

Wallace Parrish and Myra Parrish, the claimants, seek compensation in the amount of \$2,400,000.00 for the reduction in fair market value as a result of certain land use regulations that are alleged to restrict the use of certain private real property. The claimant desires compensation or the waiver of all land use restrictions and regulations enacted by Coos County after December 29, 1970 for Wallace Parrish and after February 3, 1972 for Myra Parrish for the following properties:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Tax Lot</u>	<u>Acerage</u>	<u>Purchased</u>
29S	11W	28	300	81.7	12-29-70
29S	11W	20	400	5.19	12-29-70
29S	11W	28	305	52.8	12-29-70
29S	11W	28	304	87.03	12-29-70
29S	11W	29	200	18.49	12-29-70
29S	11W	29	203		12-29-70
29S	11W	29	201	11.42	12-29-70

¹ Myra M. Parrish acquired her interest in the property by Bargain & Sale Deed dated February 3, 1972 from Wallace Parrish.

II SUMMARY

Based on the findings and conclusions set forth below, Coos County has determined that the claim is valid. In lieu of compensation, the requirements of specifically Article 4.8 and other restricting regulations contained in the Coos County Zoning and Land Development Ordinance (CCZLDO) specifically do not apply to the subject property to the extent necessary to allow the claimants' use of the property permitted at the time they acquired the property with the exception of those items which are exempted in the provisions of Measure 37.

III TIMELINESS OF CLAIM

Requirement

Ballot Measure 37, Section 5, requires that a written demand for compensation be made:

1. For claims arising from land use regulations enacted prior to the effective date of the measure (December 2, 2004), within two years of that effective date or the date the public entity applies the land use regulation as an approval criteria to an application submitted by the owner, whichever is later; or
2. For claims arising from land use regulations enacted after the effective date of the measure (December 2, 2004), within two years of the enactment of the land use regulation, or the date the owner of the property submits a land use application in which the land use regulation is an approval criteria, whichever is later.

Findings of Fact

The claim was submitted to Coos County on March 2, 2005 for processing under Coos County Ordinance No. 04-12-014L. The claim alleges that various Coos County zoning and land development ordinances devalue the subject property. Only those ordinances that were enacted prior to December 2, 2004, the effective date of Measure 37 are the basis for this claim.

Conclusions

The claim has been submitted within two years of December 2, 2004, the effective date of Measure 37, based on land use regulations adopted prior to December 2, 2004, and is therefore timely filed.

IV. ANALYSIS OF CLAIM

1. Ownership

Ballot Measure 37 provides payment of compensation or relief from specific laws for "owners" as that term is defined in the Measure. Section 11(C) defines "owner" as "the

present owner of the property, or any interest therein.”

Findings of Fact

According to the information provided in the claim, Wallace Parrish, one of the claimants, acquired an interest in the subject property on December 29, 1970. The second claimant Myra Parrish acquired an interest in the subject property on February 3, 1972. The claim includes a copy of the deeds reflecting the respective interests. The total acreage in the tax lot subject to this claim is about 256.63 acres.

Conclusions

Claimants own the subject property, as defined by Section 11(C) of Ballot Measure 37, and have owned the tax lots since December 29, 1970 (Wallace) and February 3, 1972 (Myra).

2. The Laws that are the Basis for this Claim

In order to establish a valid claim, Section 1 of Ballot Measure 37 requires, in part, that a law must restrict the claimant’s use of private real property in a manner that reduces the fair market value of the property relative to how the property could have been used at the time the claimant or a family member acquired the property.

Findings of Fact

The claim asserts that all land use restrictions and regulations enacted and promulgated after December 29, 1970 and February 3, 1972, restrict and prevent the owner’s use of the subject property for a use that was permitted when the claimant acquired an interest in the property, causing a reduction in fair market value.

Conclusions

The current provisions applicable to the Coos County Zoning and Land Development Ordinance adopted since the claimants acquired the property on December 29, 1970 restrict the use of the property relative to uses allowed when the claimant acquired an interest in the property in 1970 and 1972. Under these current provisions, the claimant is restricted from further dividing or developing their property as they could have when it was acquired.

3. Effect of Regulations on Fair Market Value

In order to establish a valid claim, Section 1 of Ballot Measure 37 requires that any laws described in Section IV.(2) of this report must have “the effect of reducing the fair market value of the property, or any interest therein.”

Findings of Fact

The subject approximately 256.63-acre property is currently mostly undeveloped. The assessment record indicates improvements in the amount of \$2,503 on tax lot 203. The claimant did not include information in the claim that defines how the demanded compensation was determined.

The claimants state that the total reduction in value from the restrictions on the use of their property amounts to \$2,400,000.

Conclusions

As explained in section IV.(1) of this report, Parrish's are the current owners of the property. Under Ballot Measure 37, Parrish's are due compensation for land use laws that restrict the use of the subject property in a manner that reduces its fair market value.

Without an appraisal, or another explanation of the reduction in fair market value, it is not possible to substantiate the amount of reduction in fair market value that has occurred as a result of the regulations on which the claim is based. Furthermore, with the uses that were permitted in 1970 and 1972, it is clear that under current laws, the property cannot be divided and developed to the same extent as when purchased. Therefore, based on the submitted information, Coos County determines that it is more likely than not that there has been a reduction in the fair market value of the subject property as a result of land use regulations enforced by Coos County.

4. Exemptions under Section 3 of Measure 37

Ballot Measure 37 does not apply to certain laws. In addition, under Section 3 of the Measure, certain types of laws are exempt from the Measure.

Findings of Fact

The property is zoned Forest which was clearly adopted after the property was acquired. To the extent the CCZLDO restrictions were enacted after Parrish's acquired the property in 1970 and 1972, these restrictions do not appear to be exempt, on their face, from Section 3 of Ballot Measure 37.

While not directly raised by the claimants, Coos County notes that CCZLDO includes standards for siting dwellings in forest zones. These provisions include fire protection standards for dwellings and for surrounding forest lands. Section 3 (B) of Measure 37 specifically exempts regulations "restricting or prohibiting activities for the protection of public health and safety, such as fire and building codes..." To the extent they may be applicable, Coos County finds that siting standards for dwellings in forest zones in the Coos County Zoning and Land Development Ordinance is exempt under subsection (3) of Measure 37.

Conclusions

Without a specific listing of laws that are the basis for the claim, it is not possible for Coos County to determine what laws may apply to a particular use of the property, or whether those laws may fall under one or more of the exemptions under Measure 37.

It appears that the general restrictions on developing the subject property enacted after the claimants acquired the property would not come under any of the exemptions in Measure 37. The siting requirements related to dwelling siting standards based on health and safety will continue to apply. There may be other specific regulations that continue to apply under one or more of the exemptions in the Measure, or because they are regulations that are not covered by the Measure to begin with.

V. FORM OF RELIEF

Section 1 of Measure 37 provides for payment of compensation to an owner of private real property if Coos County has enacted or enforced a law that restricts the use of the property in a manner that reduces its fair market value. In lieu of compensation, Coos County may choose to not apply the law to allow the present owner to carry out a use of the property permitted at the time the present owner acquired the property. Coos County has adopted a general practice that when Coos County determines a claim is valid, the County will provide only non-monetary relief unless and until the State arrives at an appropriate funding source for local governments.

Findings of Fact

Based on the findings and conclusions set forth in this report, land use regulations enforced by Coos County prevent the subject property from being developed at the time they acquired their interest in the property. These regulations more likely than not have reduced the fair market value of the subject property to some extent. The claim asserts this amount to be \$2,400,000. However, because the claim does not provide a specific explanation for exactly how the claimants will utilize a waiver of land use regulations, from what they could have done at the time they acquired their interest in the property in 1970 and 1972, a specific amount of compensation cannot be determined. Nevertheless, based on the current record for this claim, Coos County acknowledges that the regulations on which the claim is based likely have reduced the fair market value of the property to some extent.

No funds have been appropriated at this time for the payment of claims. In lieu of payment of compensation, Measure 37 authorizes Coos County to modify, remove or not apply one or more land use regulations to the extent necessary to allow Wallace Parrish and Myna Parrish to use the subject property for a use permitted at the time they acquired the parcel on December 29, 1970 (Wallace) and February 3, 1972 (Myra).

Conclusion

Based on the current record before Coos County, Wallace Parrish and Myna Parrish have established that they are entitled to relief. Therefore, Coos County finds, in lieu of compensation and CCZLDO regulations specifically Article 4.8 and others restricting the use from what they could have done with the property when it was purchased do not apply to the subject property.

Any use of the property by the claimants remains subject to the following laws:

(a) those laws not specified in the claim to Coos County, dated March 2, 2005 or discussed in this report; (b) any laws enacted or enforced by a public entity other than Coos County; and (c) those laws not subject to Measure 37 including, without limitation, those laws excepted under section (3) of the Measure.

WAIIVER OF RIGHT TO OBJECT

FOREST MANAGEMENT EASEMENT

89 07 1014

WALLACE & MYRA PARRISH

herein called the Grantors

are the owners of real property described as follows:

Microform Reel # 72-68625

Township 29 S., Range 11 W.W.M., Section 28/20/29 Tax Lot 300/400/300

In accordance with the conditions set forth in the decision of the Coos County Planning Department, dated OCTOBER 6, 1988, approving a LAND DIVISION for the above described property, and in consideration of such approval, Grantors hereby grant to Coos County on behalf of the owners of all property adjacent to the above described property, a perpetual non-exclusive forest practices management easement as follows:

1. The Grantors, their heirs, successors, and assigns hereby acknowledge by granting of this easement that the above described property is situated in a forest zone in Coos County, Oregon, and may be subjected to conditions resulting from commercial forest operations on adjacent lands. Such operations include management and harvesting of timber, disposal of slash, reforestation, application of chemicals, road construction and maintenance, and other accepted and customary forest management activities conducted in accordance with Federal and State laws. Said forest management activities ordinarily and necessarily produce noise, dust, smoke, and other conditions, which may conflict with Grantors' use of Grantors' property for residential purposes. Grantors hereby waive all common law rights to object to normal, necessary and non-negligent forest management activities legally conducted on adjacent lands which may conflict with grantors' use of grantors' property for residential purposes and grantors hereby give an easement to Coos County for the benefit of the adjacent property owners for the resultant impact on Grantor's property caused by the forest management activities on adjacent lands.

2. Grantors shall comply with all restrictions and conditions for maintaining residences in forest zones that may be required by State, Federal and local land use laws and regulations. Grantors will comply with all fire safety regulations developed by the Oregon Department of Forestry for residential development within a forest zone.

This easement is appurtenant to all property adjacent to the above described property and shall bind the heirs, successors and assigns of Grantors and shall endure for the benefit of the adjacent landowners, their heirs, successors and assigns. The adjacent landowners, their heirs, successors and assigns are hereby expressly granted the right of third party enforcement of this easement.

IN WITNESS WHEREOF, the Grantors have executed this easement on

JULY 19, 1989

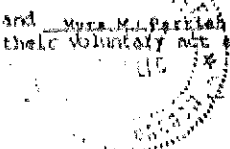
State of Oregon
County of Coos 89-07-1014 Wallace M. Parrish
(Titleholder's signature)

Mary Ann Williams, County Clerk, certify the
within instrument was filed for record at
2:35 PM July 20, 89 Mary Ann Williams
(Titleholder's signature)

STATE OF OREGON
COUNTY OF COOS
By Mary Ann Williams Deputy
Clerk 7-20-89 5-2

Personally appeared the above named Wallace M. Parrish

and Myra M. Parrish and acknowledged the above easement to be their voluntary act and deed.



William P. Grile
Notary Public for Oregon
My Commission Expires 1-11-93

My Commission expires: _____

This easement is hereby accepted for the benefit of adjacent property owners this
20th day of JULY, 1989.

COOS COUNTY
BOARD OF COMMISSIONERS

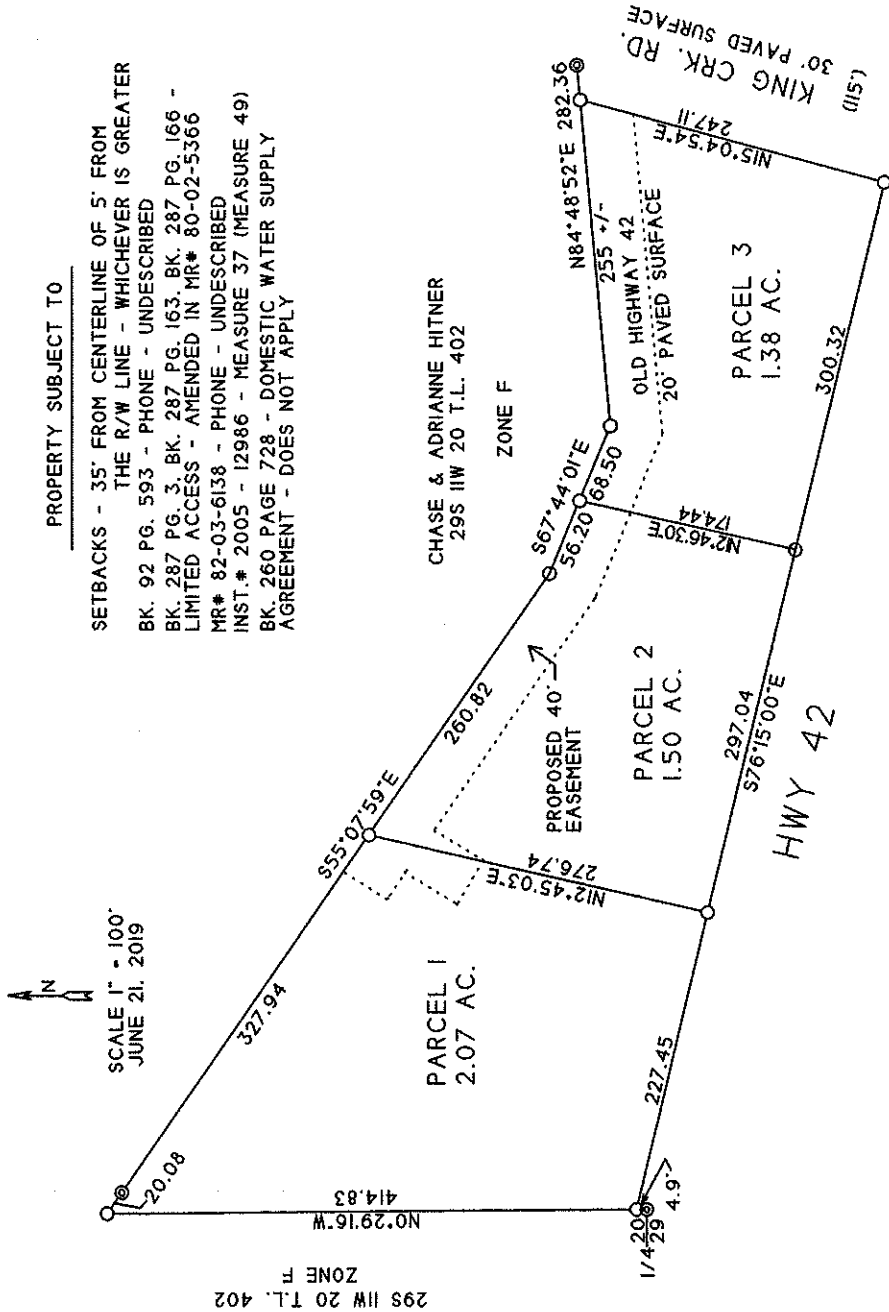
By Doree Foster, Asst. Director

For: WILLIAM P. GRILE
Planning Director

*Return to:

Wallace Parrish
P.O. Box 338
Myrtle Point, Or 97458

TENTATIVE PARTITION - LOCATED IN THE SW1/4 SE1/4 OF SEC. 20
 & NW1/4 NE1/4 SEC. 29, T.29S., R.11W., W.M., COOS COUNTY, OREGON
 (T.L. 400 - 29S 11W 20 - ACCT.# 1091600 - 5.19 AC.)



PREPARED FOR:
 NORMAN PARRISH
 2405 SPRUCE ST.
 MYRTLE POINT, OR 97458

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

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Troy J. Rambo
 OREGON
 JULY 14, 1998
 TROY J. RAMBO
 2865

RENEWAL 12-31-20

LEGEND

- ⊙ RECORD CORNERS
- PROPOSED CORNERS

NOTES

- ZONING - F
- EXISTING LAND USE - VACANT
- WATER - WELLS - NOT PROVIDED
- SEWAGE DISPOSAL - INDIVIDUAL SEPTIC SYSTEMS - NOT PROVIDED
- POWER / PHONE - LOCATED ON SITE
- TOPOGRAPHY - LESS THAN 10%