



Coos County Land Use Permit Application

SUBMIT TO COOS COUNTY PLANNING DEPT. AT 225 N. ADAMS STREET OR MAIL TO: 023
COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL
PLANNING@CO.COOS.OR.US PHONE: 541-396-7770

Ref # ACU-18-
023
PER J.B.

Template Dwelling + Beaches + Dunes

FILE NUMBER: ACU-21-039

Date Received: 6/3/21 Receipt #: 200512 Received by: JR

This application shall be filled out electronically. If you need assistance please contact staff.

If the fee is not included the application will not be processed.

(If payment is received on line a file number is required prior to submittal)

LAND INFORMATION

A. Land Owner(s) Harvey and Katherine Wilcox Trust

Mailing address: 69968 Highway 101, North Bend, OR 97459

Phone: (541) 759-4467 Email: h.andk.wilcox@hughes.net

Township: 23S	Range: 13W	Section: 26	¼ Section: Select	1/16 Section: Select	Tax lots: not assigned yet
Select	Select	Select	Select	Select	3102

Tax Account Number(s): not assigned yet Zone: Select Zone Forest (F)
Tax Account Number(s) Please Select

B. Applicant(s) Harvey Wilcox

Mailing address: 69968 Highway 101, North Bend, OR 97459

Phone: (541) 759-4467

C. Consultant or Agent:

Mailing Address

Phone #: Email:

Type of Application Requested

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

Special Districts and Services

Water Service Type: Select type of Water Service Sewage Disposal Type: Select type of Sewage System
School District: Select School District Fire District: Select Fire District

Please include the supplement application with request. If you need assistance with the application or supplemental application please contact staff. Staff is not able to provide legal advice. If you need help with findings please contact a land use attorney or consultant.

Any property information may be obtained from a tax statement or can be found on the County Assessor's webpage at the following links: [Map Information](#) Or [Account Information](#)

D. **ATTACHED WRITTEN STATEMENT.** With all land use applications, the “burden of proof” is on the applicant. It is important that you provide information that clearly describes the nature of the request and indicates how the proposal complies with all of the applicable criteria within the Coos County Zoning and Land Development Ordinance (CCZLDO). You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete. A planner will explain which sections of the Ordinance pertain to your specific request. The information described below is required at the time you submit your application. The processing of your application does not begin until the application is determined to be complete. An incomplete application will postpone the decision, or may result in denial of the request. Please mark the items below to ensure your submittal is complete.

Application Check List: Please make off all steps as you complete them.

- I. A written statement of intent, attached to this application, with necessary supporting evidence which fully and factually describes the following:
 1. A complete explanation of how the request complies with the applicable provisions and criteria in the Zoning Ordinance. A planner will explain which sections of the Ordinance pertain to your specific request. You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete.
 2. A description of the property in question, including, but not limited to the following: size, vegetation, crops grown, access, existing buildings, topography, etc.
 3. A complete description of the request, including any new structures proposed.
 4. If applicable, documentation from sewer and water district showing availability for connection.

- II. A plot plan (map) of the property. Please indicate the following on your plot plan:
 1. Location of all existing and proposed buildings and structures
 2. Existing County Road, public right-of-way or other means of legal access
 3. Location of any existing septic systems and designated repair areas
 4. Limits of 100-year floodplain elevation (if applicable)
 5. Vegetation on the property
 6. Location of any outstanding physical features
 7. Location and description (paved, gravel, etc.) of vehicular access to the dwelling location

- III. A copy of the current deed, including the legal description, of the subject property. Copies may be obtained at the Coos County Clerk's Office.

I certify that this application and its related documents are accurate to the best of my knowledge. I am aware that there is an appeal period following the date of the Planning Director's decision on this land use action. I understand that the signature on this application authorizes representatives of the Coos County Planning Department to enter upon the subject property to gather information pertinent to this request. If the application is signed by an agent, the owner's written authorization must be attached.

If this application is refereed directly to a hearings officer or hearings body I understand that I am obligated to pay the additional fees incurred as part of the conditions of approval. I understand that I/we are not acting on the county's behalf and any fee that is a result of complying with any conditions of approval is the applicants/property owner responsibility. I understand that conditions of approval are required to be complied with at all time and an violation of such conditions may result in a revocation of this permit.

Hansy Wilcox

Katherine A. Wilcox

ACCESS INFORMATION

The Coos County Road Department will be reviewing your proposal for safe access, driveway, road, and parking standards. There is a fee for this service. If you have questions about these services please contact the Road Department at 541-396-7660.

Property Address: 70298 Highway 101, North Bend, OR 97459

Type of Access: Private Easement - Provide Easemen Name of Access: unnamed private rd

Is this property in the Urban Growth Boundary? No

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

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

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

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

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

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

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

Coos County Road Department Use Only

Roadmaster or designee: _____

Driveway Parking Access Bonded Date: _____ Receipt # _____

File Number: DR-20-

Wilcox template forest dwelling application

The subject property is currently TL3102 of Section 26, T23S, R13W, W.M. I assume the tax lot number will change after my property line adjustment is completed.

This application is for a single family dwelling and garage/shop. The property is zoned Forest but it qualifies for a template dwelling as a conditional use.

There are no other dwellings on the tract.

There are no deed restrictions which do not allow a dwelling.

There are 27 discrete parcels within a 160 acre square centered on the property (see attached map and parcel count). This exceeds the minimum number of 11 shown in the CF/Ac/Yr table.

There are 5 dwellings within a 160 acre square centered on the property that were existing before January 1, 1993 (see attached map and dwelling count). This exceeds the minimum number of 3 shown in the CF/Ac/Yr table.

Section 4.6.130 findings-

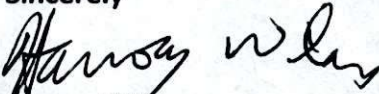
- 1. The siting of the proposed dwelling shall meet these criteria. There are no nearby agricultural lands. The timbered lands to the south (ODOT) and the West (USFS ODNRA) are across Clear Lake from the building site. The timbered USFS ODNRA lands to the north and the railroad (CBR) lands to the east should have their ability to manage their timber enhanced due to the access road constructed for this property. The siting of the proposed dwelling (see attached plot plan) will minimize any adverse impacts associated with timber management on both the adjoining lands and this tract. The amount of forest lands used to site roads, service corridors, the dwelling and any other structures has been kept to the minimum necessary. All fire requirements will be followed when the home is built.**
- 2. The home site will be setback as far as possible from the lake and the adjoining parcels. There are no existing buildings to cluster near. The building site is located near the existing railroad access road. The site is located so as to minimize adverse effects on timber growth.**
- 3. The water source will be a well and the well constructor's report will be submitted to the County upon completion of the well. All of the homes within Section 26 are supplied by wells. The wells in this area are mostly 50' to 75' deep and supply more than enough water for a residence.**
- 4. The access road is across railroad property as per the attached railroad permit. The property owner is responsible for maintenance of the road.**
- 5. Approval of a dwelling shall be subject to the following additional requirements:**

- a. Most of this property is located under Clear Lake (the State does not claim Clear Lake). The upland portion of the property west of Clear Lake is mature timber and will not be affected by the proposed dwelling. The upland portion of this property lying east of Clear Lake currently has 40 mature trees and 100+ seedlings. This upland portion is about 1/3 acre. At 250 trees per acre this portion of the property would need 83 trees which it currently exceeds.
- b. I have no problem with the County notifying the Assessor.
- c. The parcel is less than 10 acres so this does not apply.
- d. If the Assessor determines that the property no longer falls under the forest land designation after the dwelling is built than I assume he will remove it from forest assessment.
- e. I have no problem with signing and recording this document if I am approved for a dwelling.

Section 4.6.140 Development and Siting Criteria:

I have no problem with any of these criteria and will implement all that apply when constructing the dwelling. The property is located within the Hauser RFD. All fire safety requirements will be met when the home is constructed.

Sincerely



Harvey Wilcox

69968 Hwy 101

North Bend, OR 97459

(541) 759-4467

h.andk.wilcox@hughes.net

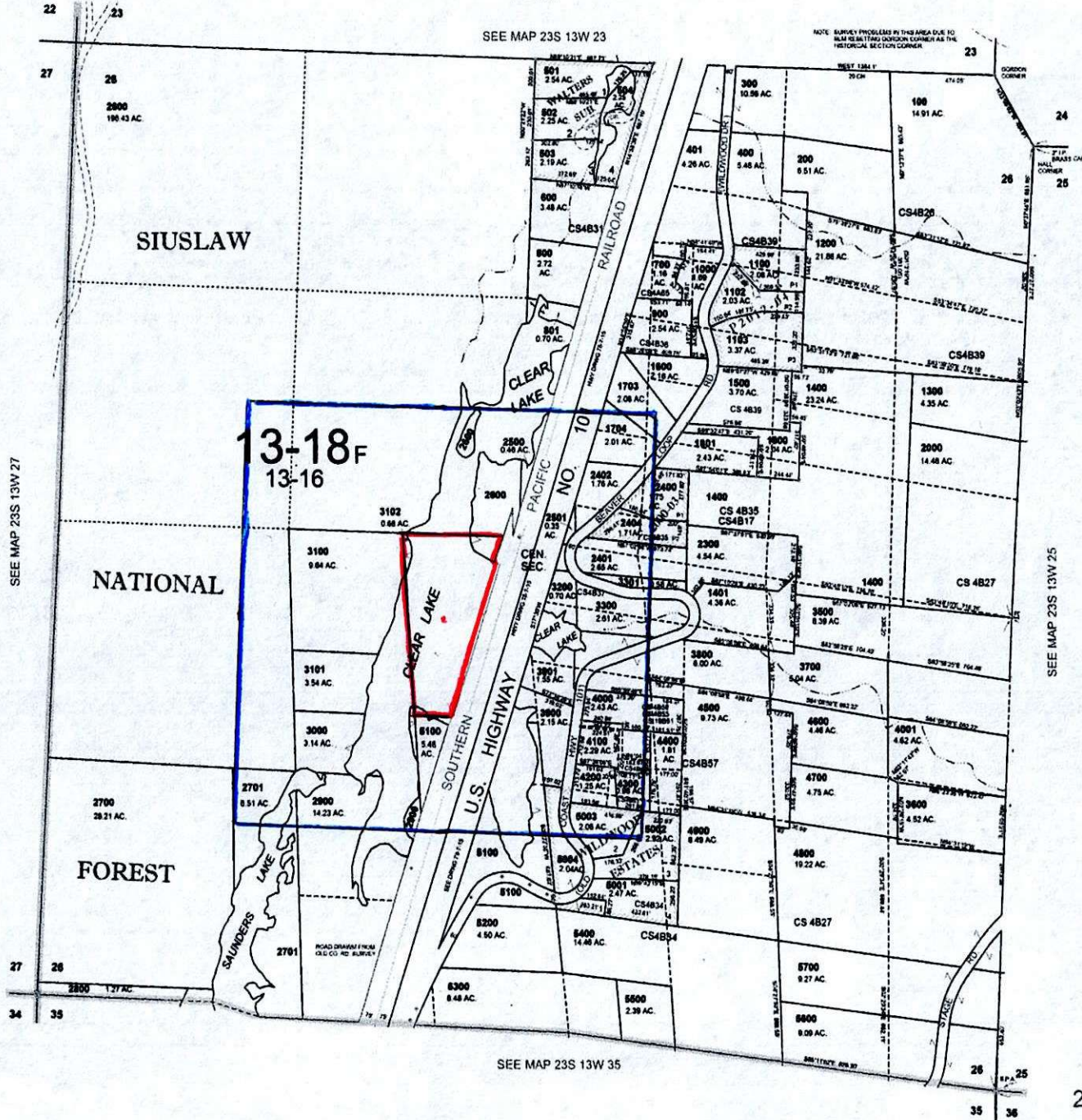
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

SECTION 26 T23S R13W W.M.
COOS COUNTY

23S 13W 26

1" = 400'

CANCELLED NO.



- 2301
- 1900
- 2100
- 2200
- 3400
- 3401
- 1700
- 2403
- 5101
- 5601
- 5701
- 5600M1
- 5700M1
- 4901
- 5000
- 5701
- 1701
- 1702
- 3601
- 4301
- 4001
- 4002
- 4003
- 500
- 4004
- 1101
- 1201
- 4302

03-25-2019

23S 13W 26

Wilcox template count

There are 29 tax lots shown on the Assessor map within a 160 acre square centered on the property after the PLA of Tax Lot 3102 into the property I purchased from Jolene Poppe.

2600, 2500, 1703, 1704, 2400, 2402, 2404, 2501, 2401, 3301, 3200, 3300, 3800, 3901, 3900, 4000, 4100, 4200, 4300, 5002, 5003, 5004, 5100, 2900, 2701, 3000, 3101, 3100, 3102

TL3301 was a property line adjustment and does not count as a discrete parcel. TL's 3100, 3101 and 3102 were created without following the partition rules so they only count as one discrete parcel. The property I purchased from Jolene Poppe does not have a tax lot assigned yet but has been certified as discrete.

This leaves a total of 27 discrete parcels. The forest template rules require 11 parcels within a 160 acre square so it easily meets the rules.

TL2400 has a home built in 1956, TL2401 has a home built in 1978, TL3901 has a home built in 1952, TL4100 has a home built in 1975 and TL4200 has a home built in 1973.

There are 5 homes within the 160 acre square that were built before Jan 1, 1993. The forest template rules require at least 3 homes within the 160 acre square so the requirement is met.

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

SECTION 26 T23S R13W W.M.
COOS COUNTY

1" = 400'

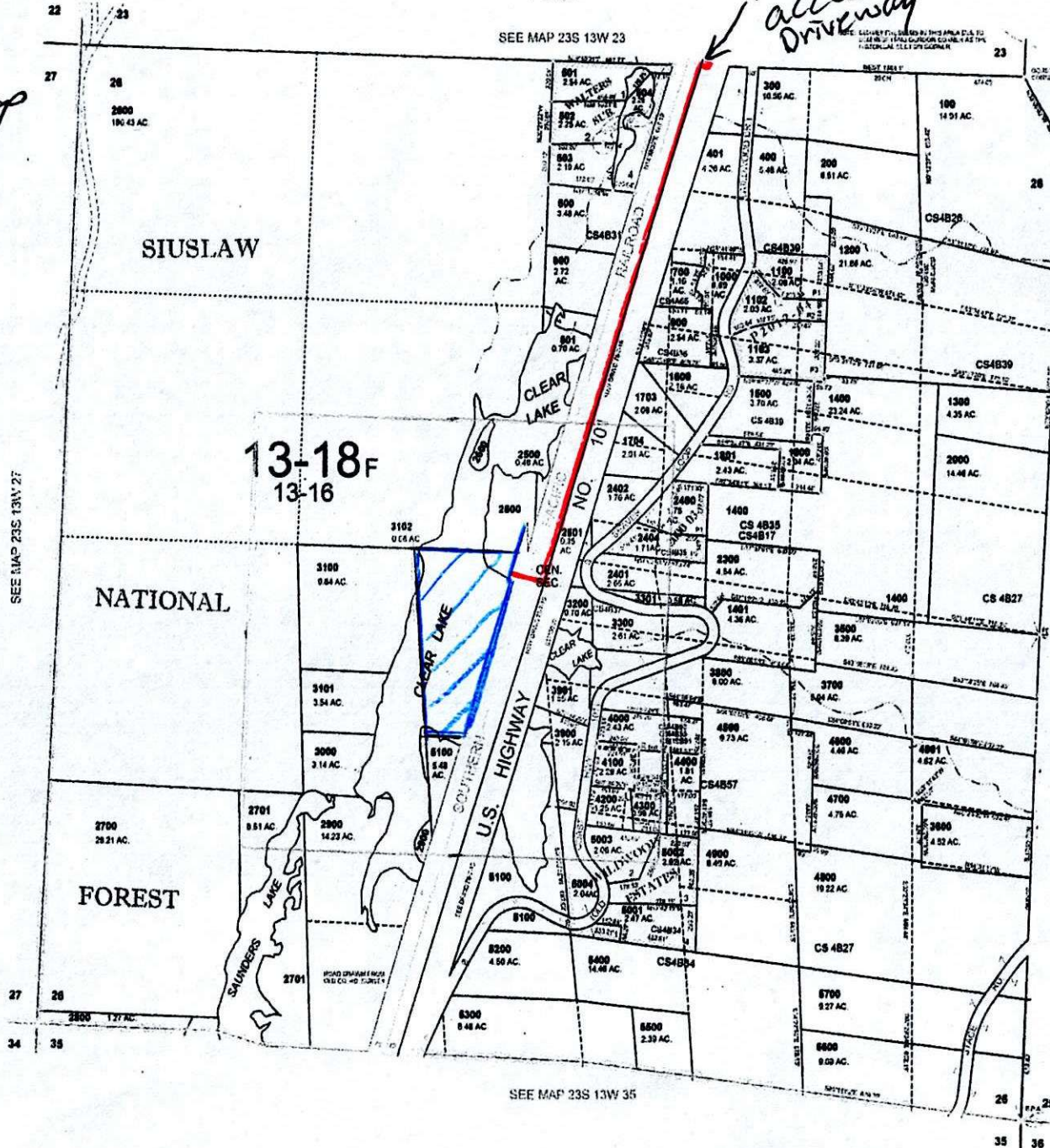
SEE MAP 23S 13W 23

23S 13W 26

CANCELLED NO.

- 2301
- 1900
- 2100
- 2200
- 3400
- 3401
- 1700
- 2403
- 5101
- 5601
- 5701
- 5600M1
- 5700M1
- 4801
- 5000
- 5701
- 1701
- 1702
- 3601
- 4301
- 4001
- 4002
- 4003
- 500
- 4004
- 1101
- 1201
- 4302

Vicinity Map



SEE MAP 23S 13W 27

SEE MAP 23S 13W 25

SEE MAP 23S 13W 35

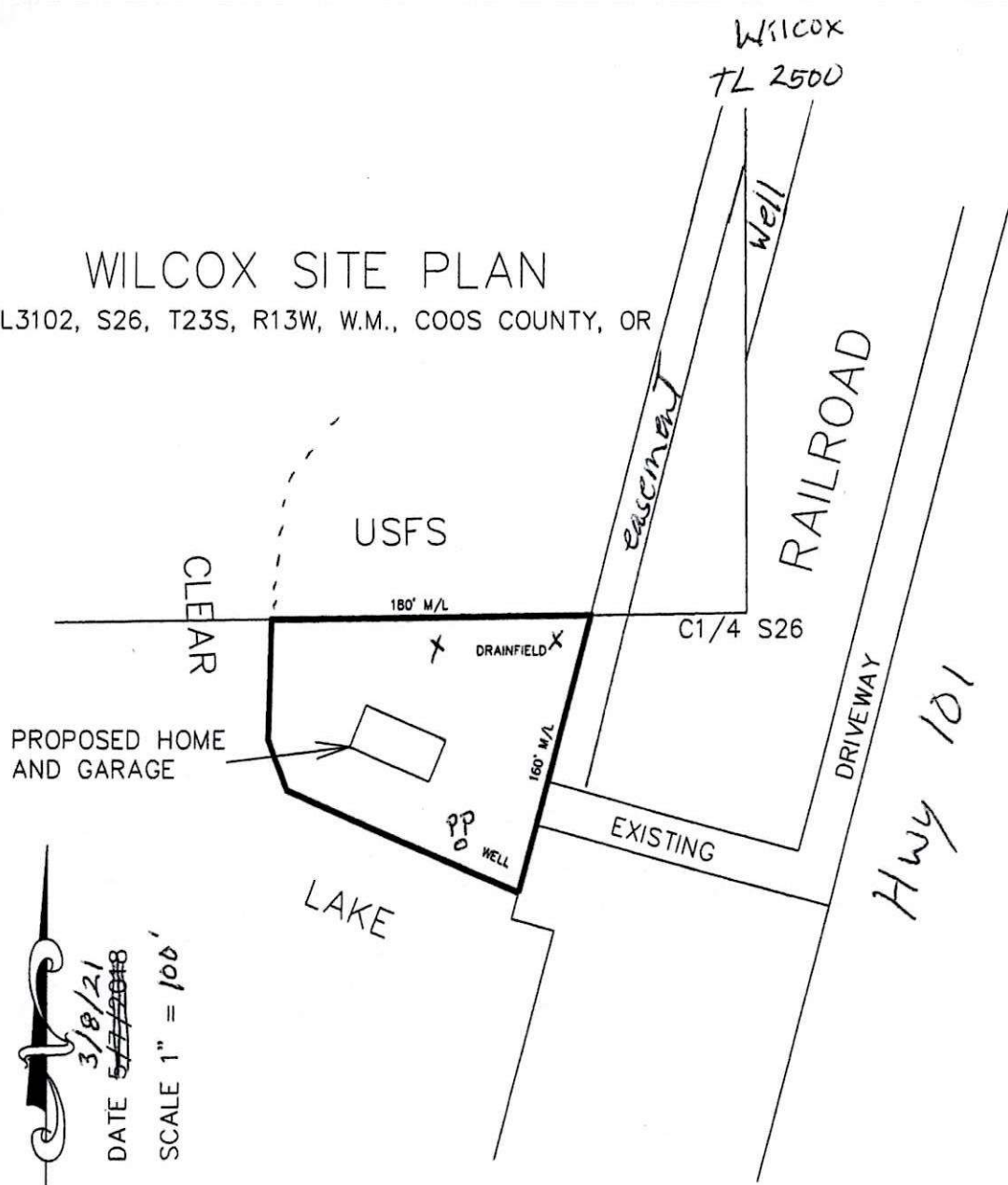
03-25-2019

23S 13W 26

35 36

WILCOX SITE PLAN

TL3102, S26, T23S, R13W, W.M., COOS COUNTY, OR



DATE 3/8/21
~~5/11/2018~~

SCALE 1" = 100'

Legend
x Test pit
well - proposed
PP - existing power

The only existing development
is an existing power pole

Drive way Access Permit

OCCUPANCY LICENSE AGREEMENT

This Agreement (hereinafter "Agreement") made this March 13, 2012 by and between COOS BAY RAIL LINK, a division of the Oregon International Port of Coos Bay, its successors, assigns or affiliated companies (hereinafter "LICENSOR"), whose address is 125 Central Ave., Suite #300, P.O. Box 1215, Coos Bay, OR 97420, and HARVEY & KATHY WILCOX (hereinafter "LICENSEE"), whose address is 69968 Highway 101, North Bend, OR 97459.

For valuable consideration as outlined herein, the receipt of which is hereby acknowledged, LICENSOR hereby conveys to LICENSEE a license (hereinafter "Occupancy") to operate upon, along or across LICENSOR'S property as indicated below:

- A. at grade () overpass () underpass
B. private grade crossing () public grade crossing () industrial/commercial grade crossing

including necessary appurtenances and other related fixtures, equipment, marker posts or electric power which is in, under, upon, over or across LICENSORS property located at or near Lakeside (SW $\frac{1}{4}$ & SE $\frac{1}{4}$, Section 26, T23S, R13W), County of Coos, State of Oregon.

Said Occupancy to be located and described as follows:

Twenty-five foot (25') Private Grade Crossing at Mile Post 755-43 along with 2,904' x 25' asphalt roadway containing 72,600 sq. ft. in a northeasterly direction from the private grade crossing), including necessary appurtenances and other related fixtures, equipment, marker posts or electric power ("LICENSEE'S Facilities"), placed as shown on LICENSEE'S "Exhibit A" attach hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record LICENSOR'S Facilities are subordinated to all matters of record and LICENSEE hereby acknowledges the title of LICENSOR in and to the property described in this agreement and agrees never to assail or resist said title. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSORS property.

THE UNDERSIGNED AGREES that the continuation of the Occupancy and use herein shall be subject to the following conditions, the default upon same could cause LICENSOR, its successors or assigns, to terminate this Agreement and to order the removal of LICENSEE'S Facilities and Occupancy. The conditions are as follows:

1. Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of an Annual Fee of \$926.00. LICENSEE shall also submit a one-time agreement-processing fee of \$750.00. Billing or acceptance by Railroad of any rental shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.
2. In the event that the use as set forth above is (1) materially changed (2) terminated or (3) LICENSEE'S Facilities are removed, this Agreement shall automatically terminate.
3. This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.
4. LICENSOR shall not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.

5. LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND LICENSOR, THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY AND ALL ACTIONS AT LAW, CLAIMS, DEMANDS, LOSSES, DAMAGES, SUITS, FINES, PENALTIES, BY LICENSEE OR ANY OTHER PARTY TO RECOVER ACTUAL OR PUNITIVE DAMAGES FOR DEATH, BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM LICENSEE'S ACTIVITIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE SUBSEQUENT USE AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON. THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT LICENSOR SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO FURTHER AGREES TO DEFEND AND HOLD HARMLESS LICENSOR FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.
6. LICENSEE shall name LICENSOR, their respective officers, directors and employees, as additional insured for all risks, (including, if applicable, fire and explosion due to LICENSEE'S crossing(s), in an amount not less than Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate liability and, prior to any construction project, a policy of Railroad Protective Liability Insurance in the amount of Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate. Each policy shall be endorsed to provide a minimum of 10 days advance notice of cancellation to said additional insured. LICENSEE shall furnish a certified policy of insurance prior to the construction period. Said coverage shall remain in force for the duration of this Agreement. Provided, however, LICENSOR may require increases in liability coverage to equal or exceed LICENSOR'S own level of liability coverage, having regard for the circumstances. LICENSOR shall further have the right to approve the Carrier furnishing such coverage. Evidence satisfactory to LICENSOR'S General Counsel of LICENSEE'S authorized self-insurance program capable of providing for such limits, will be accepted in lieu of a policy from a commercial carrier. This clause shall not serve in any way to limit LICENSEE'S liability to the amounts of insurance required.
7. If required by LICENSOR, LICENSEE at its sole cost and expense, shall, upon completion of the construction and installation of said LICENSEE'S Facilities, furnish LICENSOR with a survey drawing, showing the final exact location of said Occupancy as constructed. The survey drawing shall indicate LICENSOR'S survey valuation station which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the center line of the track and/or the centerline of the closest public street crossing said track(s). Said survey drawing to be attached to this Agreement as Licensee's Exhibit "B" and made a part hereof.
8. LICENSEE'S Facilities shall be installed to the satisfaction and approval of LICENSOR'S Engineer and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time shall be borne by LICENSEE.
9. LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.
10. In the event LICENSEE shall at any time desire to make changes in the physical or operational characteristics of said Occupancy, LICENSEE shall first secure in writing, the consent and approval of LICENSOR. All renewals, changes or additional construction after LICENSEE'S Facilities have initially been constructed, shall be authorized only after an additional CONTRACTOR OCCUPANCY/ACCESS LICENSE AGREEMENT is approved and executed

- by LICENSOR. LICENSEE agrees that such changes shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants conditions and limitation of this Agreement.
11. No other use shall be made by anyone under, across, upon and/or over the Occupancy herein described, without obtaining the prior written permission of LICENSEE, its successors or assigns; except, LICENSOR shall have access as it deems appropriate from time to time, to operate on LICENSOR property.
 12. This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement, and indicating in said notice the extent of said facilities and facilities to which such termination shall apply. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S own risk and expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE. Said restoration shall include, but not be limited to, any and all harm, damage or injury done to LICENSOR'S property and/or to any other public or private property by acts or occurrences subject to Federal, State or local environmental enforcement or regulatory jurisdiction, and shall include necessary and appropriate testing and cleanup. Nothing herein contained shall be construed as conferring any property right on LICENSEE.
 13. Upon termination of this Agreement and Occupancy for any reason, all structures and alterations shall be removed from LICENSOR'S property and said property shall be returned to a physically and environmentally whole condition to the satisfaction of LICENSOR'S designated Officer or Representative, all at the sole cost and expense of LICENSEE. LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities, require LICENSEE to conduct an environmental appraisal and report of the property formerly occupied by LICENSEE'S Facilities, All reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by said Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE. This clause shall survive termination of this Agreement.
 14. LICENSEE agrees that any installation, maintenance, renewing or removal provisions referenced in this Agreement, covers only the requirements and/or specifications of installation, maintenance, renewing or removal. Any said reference shall not be construed as LICENSOR'S permission or authority for LICENSEE to enter LICENSOR'S property without first obtaining a CONTRACTOR OCCUPANCY/ACCESS LICENSE AGREEMENT from LICENSOR, and fulfilling the requirements contained therein.
 15. Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and Use herein described, which may exist between the parties or their predecessors.
 16. OTHER PROVISIONS:
 - (a) For the duration of this Occupancy, LICENSEE shall maintain the roadway and crossing including, but not limited to, keeping crossing flange ways free of ice and snow, or any other debris which may interfere with the safety or movement of trains. If LICENSEE fails to maintain said crossing as required and such failure results in damage to Railroad equipment and/or delay in movement of trains, LICENSOR may order the work to be performed at LICENSEE'S sole expense. LICENSEE shall be solely responsible for the cost of any delay in the movement of trains resulting from the presence or maintenance of said crossing and shall promptly pay any invoices rendered by LICENSOR for such costs.

(b) LICENSEE, so long as it owns and occupies a minimum one lot served by said crossing may sub-license this use to the buyers of each of the other lots so served and shall immediately report the names of said buyers to LICENSOR. Buyers must submit an application for their use of this Private Grade Crossing on an individual basis, however, LICENSOR shall have no duty or obligation to said Buyers jointly or severally under this agreement and Buyers granted by LICENSEE shall not survive this agreement.

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this 13th day of March 2012.

In the presence of:

In the presence of:

LICENSOR
COOS BAY RAIL LINK
a division of Oregon International Port of Coos Bay

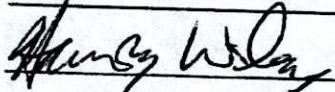
by: David Koch

Title: Interim Chief Executive Officer

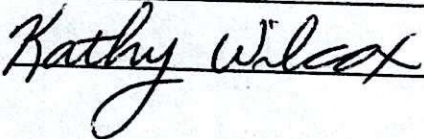
Signed: 

LICENSEE
HARVEY & KATHY WILCOX

By: Harvey Wilcox

Signed: 

By: Kathy Wilcox

Signed: 

EXISTING CROSSING
 APPROX. MP754.88
Grade Crossing Mile Post 754.88
 Used by Frischman, Walters,
 Morton & Cobb

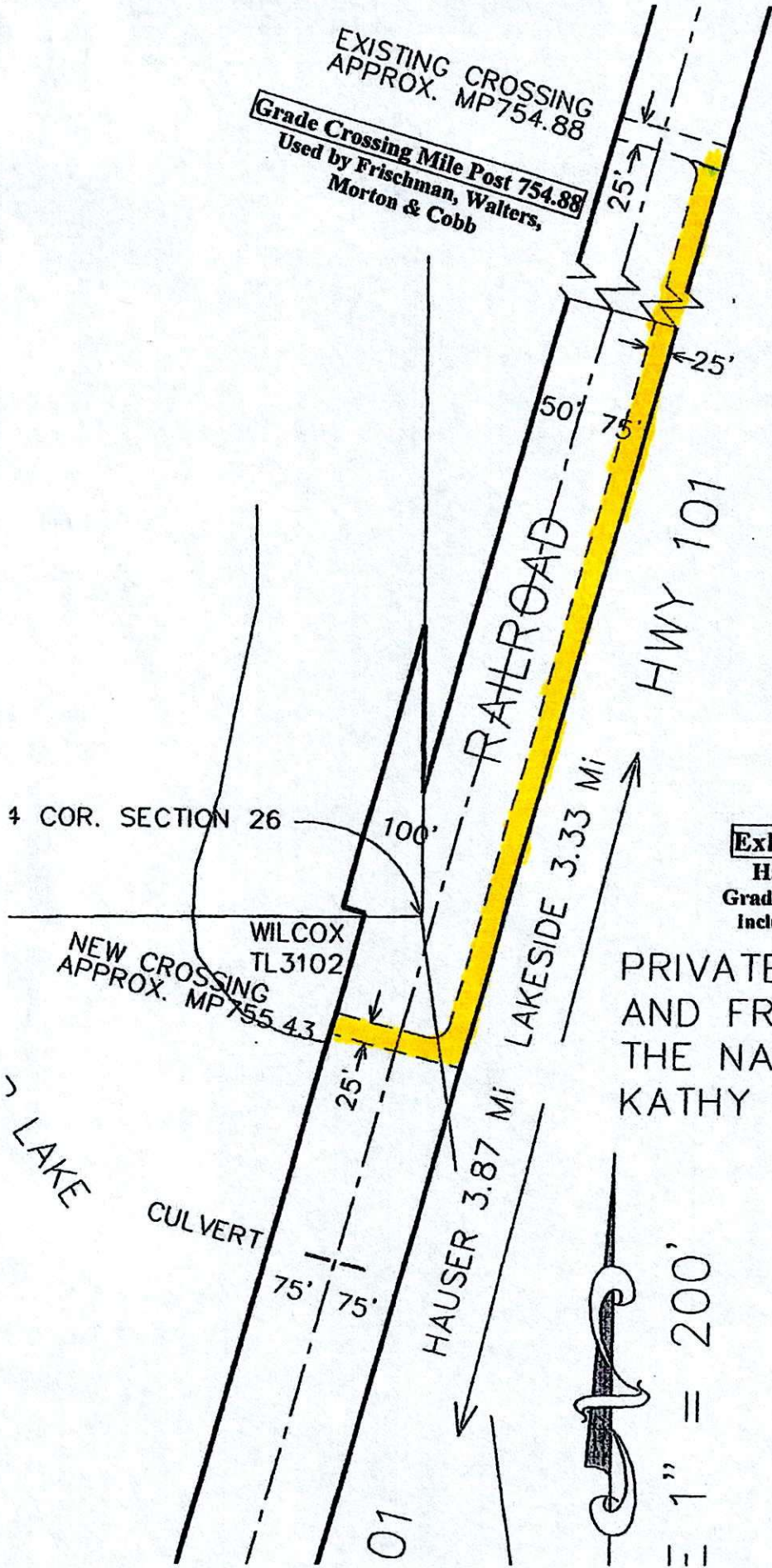
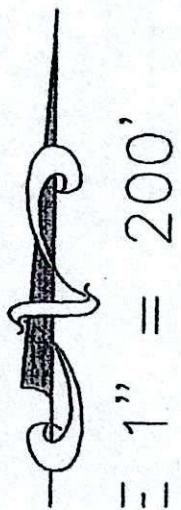


Exhibit A - CBR 110803
 Harvey & Kathy Wilcox
 Grade Crossing Mile Post 755.43
 Including 72,600 sq. ft. Roadway

PRIVATE RAILROAD CROSSING
 AND FRONTAGE STREET IN
 THE NAME OF HARVEY AND
 KATHY WILCOX



LEGEND

3/15/21

Jill Rolfe
Coos County Planning Director
250 N. Baxter St.
Coquille, OR 97423



Dear Jill

I am enclosing my revised application for a template dwelling conditional use. I understand that it can only be approved after my PLA is approved to remove the red flag on my property. I hope that you will accept my application at this time so that it is moving its way through the pile and is ready for review when my PLA is finished.

I have also enclosed the engineer's dune stability report on my property. The soil on this property is marine terrace and as per the report only requires the normal precautions when developing a site.

If there is anything else I can do to speed up the process please let me know.

Thank you

Harvey Wilcox
69968 Hwy 101
North Bend, OR 97459
(541) 759-4467
h.andk.wilcox@hughes.net



TELEPHONE (541) 267-2872
FAX (541) 267-0588
ralphdunham@stuntzner.com

705 SO. 4TH, P.O. BOX 118
COOS BAY, OREGON 97420

COOS BAY - DALLAS - FOREST GROVE

May 10, 2017

Attn: Mr. Harvey Wilcox
69968 US Hwy 101
North Bend, OR 97459

RE: Beach & Dune Area Suitability Analysis for the proposed residential development of the portion of TL 3102 (T23S R13W S26) East of Clear Lake in Coos County, Oregon.

Dear Mr. Wilcox;

At your request, I am addressing the suitability of a proposed single family residential improvement, to be located on the portion of TL 3102 T23-R13-S26 east of Clear Lake in Hauser, Coos County Oregon. The subject property is identified as being with a Beaches & Dunes, Ocean and Coastal Lake Shorelands policy as stipulated in Appendix 1, Section 5.10. This policy requires suitability findings for residential development. I inspected the property on April 24th to inspect the soils, vegetation and general layout of the portion this property lying on the east side of Clear Lake. No inspection was performed related to the west side of Clear Lake.

As you are aware, the proposed development is anticipated to be a residential dwelling and appurtenant attached or detached garage/shop on the same parcel. The surrounding property is a combination natural features, with the only other adjacent development potential on the east side which is railroad right of way. Other adjoining property is lake or USFS timberlands/recreational use parcel with no physical access other than by crossing Clear Lake. Your easterly parcel is bounded by the USFS parcel to the north, Clear Lake on the south and west, and railroad right of way on the east. The site is currently gently sloped except for a short vegetated hump on the east, and 70% to 20% vegetated slopes descending from the cleared building area to Clear Lake, steepest segments near the SE corner of the property becoming more gradual descents to the NW. Cleared building pad is elevated 15-23 feet above Clear Lake which bounds two sides of the property, level with the property on the north, and as noted a short hill (10-15 feet in height) exists between the property and the cleared rail right of way. Currently 2/3 of the property is cleared of primary vegetation.

I evaluated the site based upon existing surficial soils, a short exposed cut bank on the east line of subject site and excavated adjoining banks for the driveway access into the site. The soils on the east side of Clear Lake are marine terrace deposits (as noted as expected in the Coos County Soil Survey) consisting of a gray to brown sandy loam surface soil to 8 inches in depth, tending towards a brown silty cemented sand with some gravel fragments to a depth of 3 feet, with

intermixed silty cemented sands and clean cemented sands underlying the surficial soils. Marine terrace deposits are significantly different than dune formations due to several factors, primarily the amount of cementation and silt particles incorporated in these soils limits the depth and amount of erosion. The primary purpose of these evaluations is to be addressed is the movement of sand or dune structures through wind and water erosion. The effect of the cementation creates a shallow "hardpan" is that it limits the soils available to be easily moved by wind or water erosion to primarily those surficial soils disturbed.

The following findings are based upon three assumptions:

- A. Approximately 35-40% of the property, when developed will be covered with building or paved (aggregate or other paving) surfaces.
- B. Appropriate landscaping will cover at least 80% of the area not utilized for buildings or paved structures.
- C. Limited additional disturbance will occur on the property. Although dune formations exist on the westerly side of Clear Lake, the easterly side is marine terrace deposits. If and when dune area is disturbed, appropriate retaining structures or erosion controls will be implemented to maintain the Dune formation on the property lying west of Clear lake segment of the property.

Based upon the Coos County's Plan Implementation Strategies, the site was to be evaluated for the following:

(2) i. Adverse effects the proposed use might have on the site and adjacent areas:

The proposal is to construct a residential structure(s), parking, septic system and yard area on a currently partially cleared site. The issue to be addressed is movement of the sandy soils which exist and destabilization of adjoining properties and/or movement of sandy soils onto other properties. It is noted that currently approximately three quarters of the property lying east of Clear Lake has been primarily cleared of vegetation. It should also be noted that directly adjoining properties consist of Clear Lake on the south and west, USFS timberlands on the north, and Coos Bay Rail Link right of way on the east. The USFS timberlands are well stocked with mature forest vegetation, and a strip approximately 40 feet in width which is currently vegetated exists between the subject property and the rail improvements/cleared slopes for the railway.

Current cleared area consists of a building pad approximately 80 feet in width by 120 feet in length as well as an access drive. A 35-50 foot vegetated buffer (primarily timber & associated shrub species) exists between the shoreline of Clear Lake and the cleared building pad with the exception of a 12 foot wide strip on the north west corner of the property where a lake access path has been constructed. This path is vegetated primarily in grass species. The cleared portion of the property primarily slopes north at approximately 4% and west at approximately 3% with a short 2H:1V slope for the last 10 feet of property along the east line (excepting the driveway) and natural vegetated slopes descending towards the lake on the south and west (except as noted for the path) ranging from 1.5H:1V on the Southeast to nearer 5H:1V on the NW corner.

Due to the fact the majority of the property is already cleared, minimal impact would be anticipated due to additional erosion associated with development. In fact, other than short term issues, development would actually stabilize the currently raw soils due to landscaping, control of

runoff and sealing of the ground surface. Current vegetation buffers Clear Lake and should be maintained.

(2) ii. The need for temporary and permanent stabilization programs, and maintenance of new and existing vegetation:

The existing ground as noted is currently 55%-67% cleared of vegetation, and the building pad itself is exposed soils with very light vegetation. The northern 30 feet of the property has been cleared of forest tree species and shrubs, however shrub species have re-established along with some grasses with approximately a 50% vegetative coverage in this area. This area is anticipated to be utilized for a drainfield due to its distance from the lake, therefore disturbance is likely limited to installation trenches.

It is anticipated that minimal to no disturbance of the current existing vegetative buffer along the lake will be disturbed at this time. As noted, building pad is currently primarily bare, and other than minor grading for dwelling (excavation for footings & backfill, installation of septic system and water system) minimal additional disturbance will occur. Current bare soils are stable in regards to mass movement (dune transformation) and only slight dust issues and light water erosion would be expected to occur during the construction due to disturbance. Drainage from the building site drains to the north then west to the lake along the cleared path noted above. Depending upon the season of construction, two consecutive layers of silt fence space approximately 20 feet apart across the path would be appropriate to stop minor aeolian erosion (dry season) and water borne erosion, and a series of two hay bale or rock check dams across the path during winter (high rainfall periods) would be appropriate for October through April construction. Minimal transport is expected, however some would exist and simple silt fence or maintained check dams would limit the extent of transport.

(2) iii. The need for methods for protecting surrounding area from adverse effects of the development:

Again due to the gentle slope and shallow depth of easily eroded soils, adjoining properties are not anticipated to be effected by the development other than the possibility of minor wind blown and water erosion which is possible in any development when mineral soils are exposed. The only concern due to lack of adjoining development and slope direction is Clear Lake receiving minor water borne erosion along the existing path. A simple series of check dams along the existing path will be adequate to insure minimal to no impact to the lake during construction. The disturbed area, which is not covered by a driveway or the new dwelling structure, will be vegetated with typical yard grasses or shrubs, as well as volunteer native vegetation.

(2) iv. Hazards to life, public and private property, and the natural environment which may be caused by the proposed use:

Hazards within the development should be minimal based upon the assumption that construction will comply with current building and construction code requirements. The only existing hazard on the property is loss of vegetation due to wind throw, although the property has been cleared for some time, this hazard is therefore less likely to occur as the vegetation has adjusted to its condition. Natural slopes to the lake in the southeast corner have limited stability in a seismic event, however were and are to be left undisturbed. Water erosion from wave action over time

may cause erosion within the natural vegetation (regardless of development) therefore setbacks of any structures should be maintained based upon at least a 1.7H:1V set back distance from the shoreline. The site is elevated and situated approximately 80-85 feet above and two miles distance from the Pacific Ocean, and is not located in any current tsunami impact zone.

The installation of this new development of this site has no adverse long-term impacts, on short-term impacts expected to exist for a maximum of six months until vegetation is well established on site. It is my opinion that this home replacement will actually have positive effects on all of the concerns listed in Coos County's Dunes and Coastal Shorelands plan implementation strategies with the exception of very temporary construction period for placement of the new home.

If you have any questions, please feel free to contact me at (541) 267-2872.

Sincerely;

Ralph Dunham, PE
Project Engineer