



PROPERTY LINE ADJUSTMENT

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

FILE NUMBER: PLA 21-033

Date Received: 07/19/21 Receipt #: 026324 Received by: MP

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) David Nunlee

Mailing address: 71145 Crannog Road North Bend OR 97459

Phone: 541-590-2416

Email: pipeliner500@gmail.com

Township: Range: Section: 1/4 Section: 1/16 Section: Tax lot: 24S 11W 33 0 (CC) Select 700

Tax Account Number(s): 7352401 Zone: Select Zone Rural Residential-2 (RR-2)

Acreage Prior to Adjustment: 1.183 Acreage After the Adjustment 1.176

B. Land Owner(s) Steve Martinovich

Mailing address: 71495 Crannog Road North Bend OR 97459

Phone: 530-520-1516

Email: Stevemartinovich@gmail.com

Township: Range: Section: 1/4 Section: 1/16 Section: 24S 11W 33 D Select 400

Tax Account Number(s) 7352600 Zone Rural Residential-2 (RR-2)

Acreage Prior to Adjustment: 0.55 Acreage After the Adjustment 0.55

C. Surveyor Michael Erickson The Dyer Partnership Engineers and Planners Inc.

Mailing Address 1330 Teakwood Drive Coos Bay OR 97420

Phone #: 541-269-0732 Email: merickson@dyerpart.com

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

Please check off that all the required documents have been submitted with this application. Failure to submit documents will result in an incomplete application or denial.

**Purpose of the Property Line Adjustment:**

Adjust line to incorporate block wall into Tax Lot 400

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A before and after vicinity map locating the proposed line adjustment or elimination in relocation to adjacent subdivisions, partitions, other units of land and roadways.

A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan needs reflect structures as follows:

1. Within Farm and Forest at least within 30 feet of the property boundaries.
2. Within Rural Residential at least 10 feet of the property boundaries.
3. Within Controlled Development at least within 20 feet of the boundaries.
4. Within Estuary Zones at least within 10 feet of the boundaries.
5. Within Commercial and Industrial within 10 feet of the boundaries.

If there is no development within distance listed above the plan needs to indicate not development within the required distance.

A current property report (less than 6 months old) indicating any taxes, assessment or liens against the proper easements, restrictive covenants and rights-of-way, and ownerships of the property. A title report is acceptable ***This shall be for both properties.*** At the minimum a deed showing the current lien holders, reference to easements, covenants and ownership will be accepted for both properties. A notice will be provided to any lien holder as part of this process.

Please list all Lien Holders names and addresses:

Property 1:

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Property 2:

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Please answer the following:

- |  |                              |  |
|--|------------------------------|--|
| Will the adjustment create an additional Unit of land?       | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Does property 1 currently meet the minimum parcel/lot size ? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Does property 2 currently meet the minimum parcel/lot size?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |



Was property one created through a land division? Yes  No

Was property two created through a land division? Yes  No

Are there structures on the property? Yes  No

If there are structures please provide how far they are in feet from the adjusted boundary line:

Is there a sanitation system on the one or both properties, if so, please indicate the type of system  
Yes  No   
Onsite Septic System  Public Sewer

Is property one going to result in less than an acre and contain a dwelling? Yes  No

Is property two going to result in less than an acre and contain a dwelling? Yes  No

Is one or both properties zoned Exclusive Farm Use or Forest? Yes  No

Will the property cross zone boundaries? If so, a variance request will be required. Yes  No

Will the property line adjustment change the access point? Yes  No

Section 5.0.150 Application Requirements: Applications for development (includes land divisions and relocation of property boundary) or land use actions shall be filled on forms prescribed by the County and shall include sufficient information and evidence necessary to demonstrate compliance with the applicable criteria and standards of this ordinance and be accompanied by the appropriate fee.

It shall be the duty of the Planning Director or his/her authorized representative to enforce the provisions of the Coos County Zoning and Land Development Ordinance pertaining to zoning, land use, the construction, erection, location or enlargement of any structure and land divisions including the relocation of boundary lines within Coos County under the jurisdiction of this Ordinance. Therefore, if any violations of the ordinance are found to exist the application will not be processed unless other resolutions are possible.

**Acknowledgment Statement: I hereby declare that I am the legal owner of record or an agent having consent of the legal owner of record and I am authorized to obtain land use approvals. The statements within this form and submittal information provided are true and correct to the best of my knowledge and belief. I understand that any authorization for land use approval may be revoked if it is determined that it was issued based on false statements, misrepresentation or in error.**

Property Owner

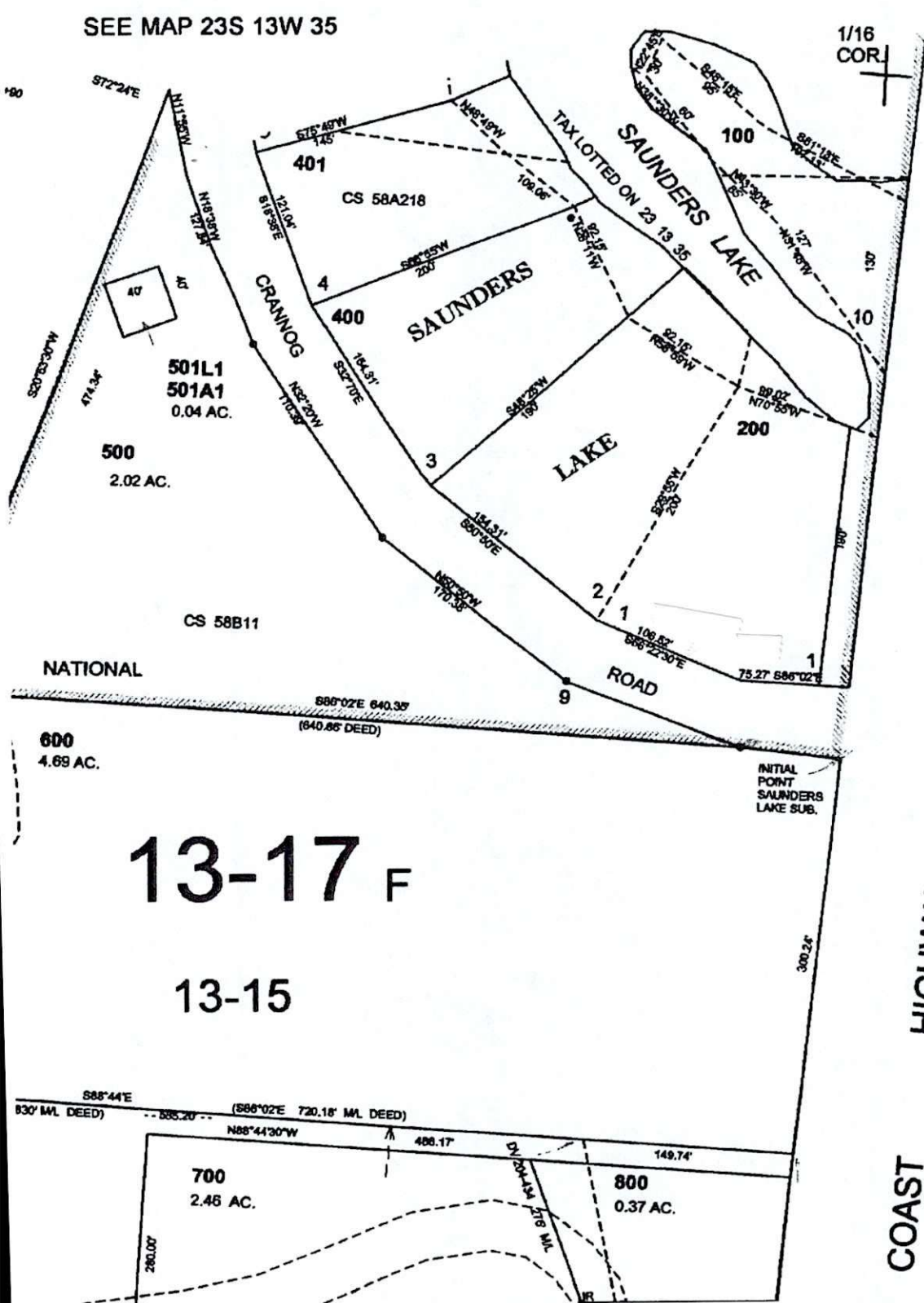
BEFORE

23S 13W 35CC

CANCELLED NO.

300  
2500  
2300  
801  
1802

SEE MAP 23S 13W 35



13-17 F

13-15

COAST HIGHWAY NO. 101

SEE MAP 23S 13W 35CD

600  
4.69 AC.

501L1  
501A1  
0.04 AC.

500  
2.02 AC.

CS 58B11

686°02'E 640.35'  
(640.86' DEED)

INITIAL POINT  
SAUNDERS  
LAKE SUB.

700  
2.48 AC.

800  
0.37 AC.

830' ML DEED) 588°44'E (588°02'E 720.18' ML DEED)

N88°44'30"W

149.74'

280.00'

488.17'

DN  
178.16 ML

300.25'

1/16  
COR.

TAX LOTED ON 23 13 35  
SAUNDERS LAKE

CRANNOG  
TITLES

SAUNDERS  
LAKE

LAKE

ROAD

180

30

10

180

180

2

1

1

1

9

401

CS 58A218

400

100

10

200

1

1

9

4

4

3

2

1

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9

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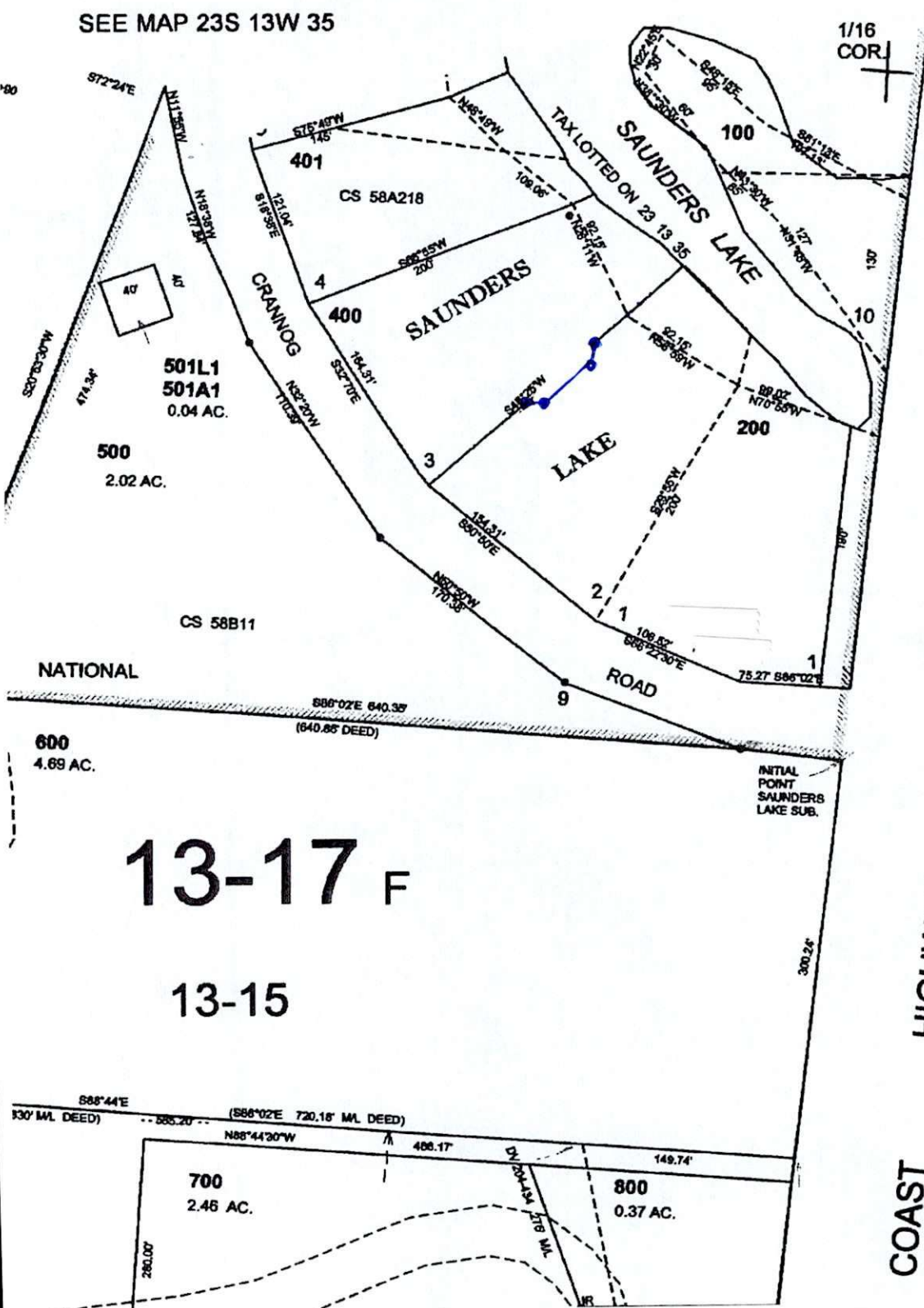
AFTER

23S 13W 35CC

CANCELLED NO.

300  
2500  
2300  
801  
1802

SEE MAP 23S 13W 35



COAST HIGHWAY NO. 101

13-17 F  
13-15

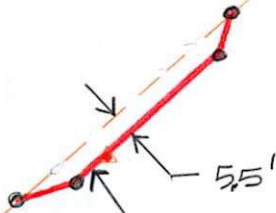
SEE MAP 23S 13W 35CD



LOT 4

TAX LOT 400

ACCT# 7352600  
LOT 3



NEW PROPERTY LINE  
SEE DETAIL A

LOT 2

TAX LOT 200

(ACCT# 7352401)

LOT 1

CRAHNOG

ROAD

71495 CRANNOG  
STEVE MARTINOVICH

HOUSE

OLD PROPERTY LINE

Block WALL

NEW PROPERTY LINE

FND 5/8" REBAR  
W/PC

N 48° 11' 38" E 32.38'

5.22'

N 20° 18' 41" E 11.76'

51.40'

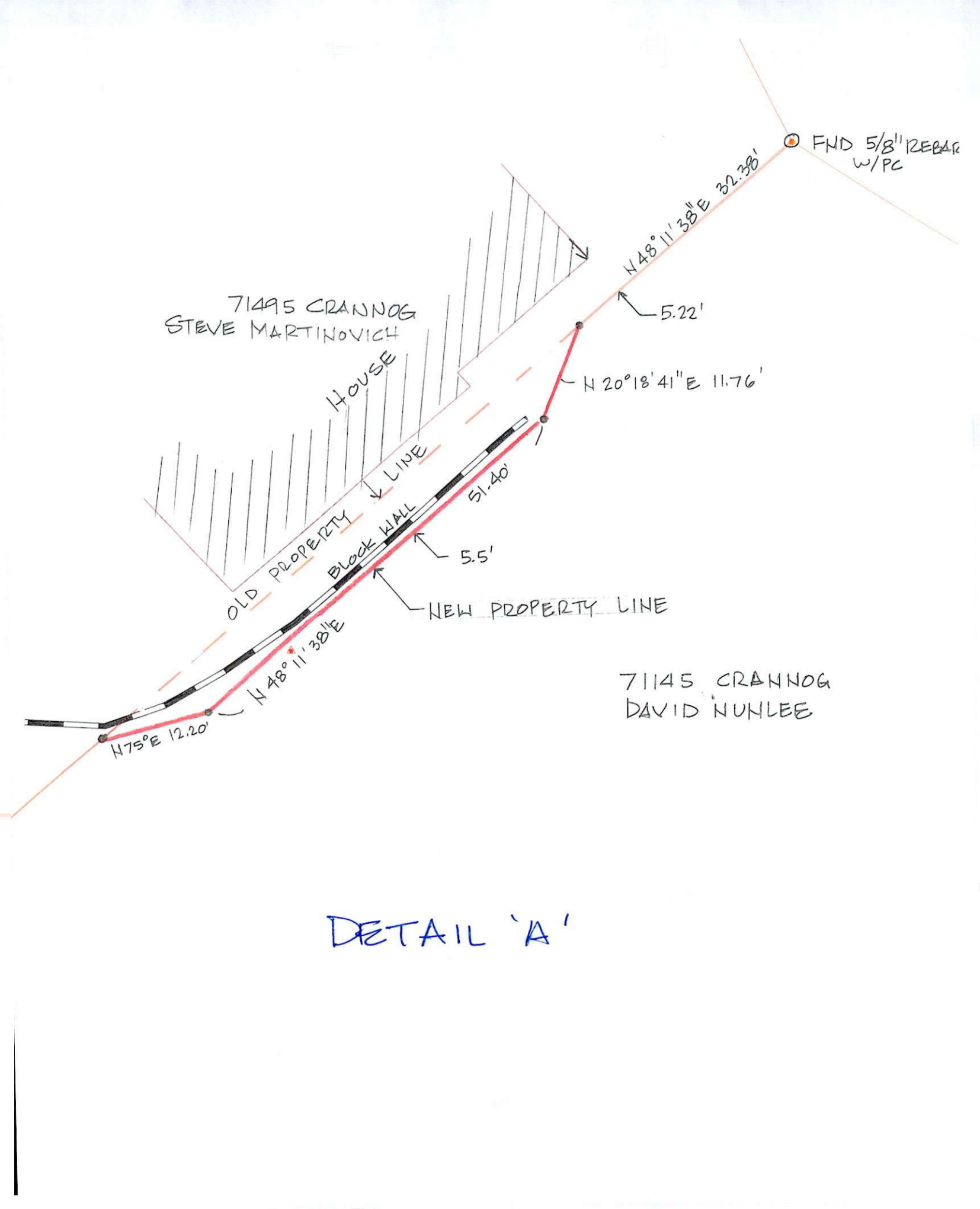
5.5'

N 48° 11' 38" E

N 75° E 12.20'

71145 CRANNOG  
DAVID NUNLEE

DETAIL 'A'





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"):** The Dyer Partnership, Engineers and Planners Inc.  
1330 Teakwood Drive  
Coos Bay, OR 97420

**Customer Ref.:** \_\_\_\_\_  
**Order No.:** 360621036580  
**Effective Date:** July 1, 2021 at 08:00 AM  
**Charge:** \$300.00

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:

Alton L. Nunlee and David L. Nunlee, not as tenants in common, but with rights of survivorship, as to Parcel 1;  
Steven R. Martinovich and Tami R. Martinovich, as tenants by the entirety, as to Parcel 2.

**Premises.** The Property is:

**(a) Street Address:**

71145 & 71495 Crannog Road, North Bend, OR 97459

**(b) Legal Description:**

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



**Part Two - Encumbrances**

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

**EXCEPTIONS**

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2021-2022.
2. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Saunders Lake.  
  
Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.  
  
Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of Saunders Lake.  
  
Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Saunders Lake.

3. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: West Coast Power Company  
Recording Date: October 25, 1937  
Recording No: Book 130, Page 164  
Affects: Tax Lots 200 and 400

4. Easement, including the terms and provisions thereof,

Executed by: Stanley F. Fagin and Hazel B. Fagin, and Michael R. Lee and Linda C. Lee  
Recording Date: June 10, 1987  
Recording No.: 87-3-7062  
Affects: Tax Lot 400

5. A Short Form Line of Credit Deed of Trust to secure an indebtedness in the amount shown below,

Amount: \$25,000.00  
Dated: June 21, 2006  
Trustor/Grantor: Alton L. Nunlee, a married man and David L. Nunlee, a married man, not as tenants in common, but with the right of survivorship  
Trustee: Wells Fargo Financial National Bank  
Beneficiary: Wells Fargo Bank, N.A.  
Loan No.: 20061647500390  
Recording Date: July 21, 2006  
Recording No.: 2006-10014

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow

Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

**Note: The above Deed of Trust contains an erroneous legal description.**

6. A claim of construction lien

Claimant: Pacific Coast Restoration, LLC  
Amount: \$7,182.23  
Recording Date: November 2, 2018  
Recording No: 2018-10621

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

Amount: \$352,000.00  
Dated: June 1, 2021  
Trustor/Grantor: David L. Nunlee  
Trustee: Clear Recon Corp.  
Beneficiary: Mortgage Electronic Registration Systems, Inc. has been appointed as nominee for Guild Mortgage Company LLC  
Recording Date: June 7, 2021  
Recording No.: 2021-6265

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

Fiscal Year: 2020-2021  
Amount: \$1,624.75  
Levy Code: 1317  
Account No.: 7352401  
Map No.: 23-13-35CC TL200

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.

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

Fiscal Year: 2020-2021  
Amount: \$6,050.80  
Levy Code: 1317  
Account No.: 7352600  
Map No.: 23-13-35CC TL400

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.

Ticor Title Company of Oregon  
Order No. 360621036580

**End of Reported Information**

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

Coos Bay Title

[coosbaytitle@ticortitle.com](mailto:coosbaytitle@ticortitle.com)

Ticor Title Company of Oregon  
300 W Anderson  
Coos Bay, OR 97420



**EXHIBIT "A"**  
Legal Description

Parcel 1:

Lots 1 and 2, Save and Except the Easterly 20 feet of said Lot 1, Saunders Lake, Coos County, Oregon.

Parcel 2:

Lot 3, Saunders Lake, 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