



Coos County Planning Department
 Coos County Courthouse Annex, Coquille, Oregon 97423
 Mailing Address: 250 N. Baxter, Coos County Courthouse, Coquille, OR 97423
 Physical Address: 225 N. Adams, Coquille, Oregon
 (541) 396-7770
 FAX (541) 396-1022 / TDD (800) 735-2900
planning@co.coos.or.us

Official Use Only
FEE: \$ 3520
Receipt No. 226366
Check No./Cash 1212
Date 8/12/07
Received By
File No. AM/RZ 21-003

AMENDMENT/REZONE APPLICATION

PLEASE SUBMIT 2 COMPLETE UNBOUND COPIES OF THIS APPLICATION
 OR 1 ELECTRONIC AND ONE UNBOUND COPY

The following questions are to be completed in full. An application **will not** be accepted for an Amendment/Rezone without this information. The applicant should contact the Planning Department prior to filing, in order to determine a valid basis for the request.

The Board of Commissioners and Hearings Body will use these answers in their analysis of the merits of the request.

PLEASE PRINT OR TYPE:

A. APPLICANT:

Name: Coos Curry Consulting Group Telephone: 541-982-9531
 Address: P.O. Box 1548, Bandon, OR 97411

As applicant, I am (check one):

- Property owner or a purchaser under a recorded land sale contract. "Property owner" means the owner of record, including a contract purchaser. The application shall include the signature of all owners of the property. A legal representative may sign on behalf of an owner upon providing evidence of formal legal authority to sign;
- A person or persons that have written consent of the property owner to make an application. A legal representative may sign on behalf of an owner upon providing evidence of formal legal authority to sign. In the case of an attorney a statement of representation shall accompany the application;
- Transportation agency, utility or entity that meets the criteria in Section 5.0.175 of the Coos County Zoning and Land Use Development Ordinance (CCZLDO)

If other than the owner, please give the owner's name and address:

Jeffrey McElrath 20995 Alameda Del Monte, Wildomar, CA 92595

B. DESCRIPTION OF PROPERTY:

Township ²⁹ _____ Range ¹⁵ _____ Section ^{12A} _____ Tax Lot ^{200 and 1500} _____
 Account No. 1236025 and 1235801 Lot Size 11.18 acres Zoning District Forest
 Existing Use Abandoned Mill Site

C. STATE SPECIFIC ZONE DISTRICT REQUESTED: Industrial

D. JUSTIFICATION:

(1) If the purpose of this rezone request is to rezone one or more lots or parcels in the interior of an exclusive farm use zone for non-farm uses, the following question must be answered:
Were the lots or parcels for which a rezone request is made, physically developed for a non-farm use prior to February 16, 1983? _____
Explain and provide documentation: _____

(2) If the purpose of this rezone request is for other than (1) above the following questions must be answered:

- a. Will the rezone conform with the comprehensive plan? Yes
Explain: The Industrial District is needed to provide an adequate land base necessary to meet industrial growth and to diversify the economy. IND zones can be located outside of the UGB.

- b. Will the rezone seriously interfere with the permitted uses on other nearby parcels? No
Explain: There is a cranberry operation and a few residential properties within the proximity; however, the properties are separated by a pond. The proposed use is storage units which is less intensive than a sawmill operation.

- c. Will the rezone comply with other adopted plan policies and ordinances? Yes
Explain: ORS 197.719 provides for the rezone of abandoned mill sites to Industrial. All development will comply with the CCZLDO and Comprehensive Plan. The property is covered in asphalt and is not conducive for Forest or Farm.

(3) If a Goal Exception is required please review and address this section.

All land use plans shall include identification of issues and problems, inventories and other factual information for each applicable statewide planning goal, evaluation of alternative courses of action and ultimate policy choices, taking into consideration social, economic, energy and environmental needs. The Coos County Comprehensive Plan (CCCP) and Implementing Zoning Land Development Ordinance (CCZLDO) was acknowledge¹ as having all necessary components of a comprehensive plan as defined in ORS 197.015(5) after the Coos County adopted the documents on April 4, 1985. The date of the effective plan and ordinance is January 1, 1986. Coos County did go through a periodic review exercise in the 1990's but due to lack of gain in population, economic growth and public request plan zones were not altered. Changes to the comprehensive plan and implementing ordinance have been done to ensure that any required statutory or rules requirements have been complied with. However, sometimes it is necessary for property owners or applicants to make a request to have certain properties or situations such as text amendments considered to reflect a current condition or conditions. These applications are reviewed on a case by case basis with the Board of Commissioners making a final determination. This type application and process is way to ensure that process is available to ensure changing needs are considered and met. The process for plan amendments and rezones are set out in CCZLDO [Article 5.1](#).

Exception means a comprehensive plan provision, including an amendment to an acknowledged comprehensive plan, that; (a) Is applicable to specific properties or situations and does not establish a planning or zoning policy of general

¹ "Acknowledgment" means a commission order that certifies that a comprehensive plan and land use regulations, land use regulation or plan or regulation amendment complies with the goals or certifies that Metro land use planning goals and objectives, Metro regional framework plan, amendments to Metro planning goals and objectives or amendments to the Metro regional framework plan comply with the goals. In Coos County's case the commission refers to the Land Conservation and Development Commission.

applicability; (b) Does not comply with some or all goal requirements applicable to the subject properties or situations; and (c) Complies with standards for an exception.

NOTE: This information outlines standards at OAR 660-004-0025, 660-004-0028 and 660-04-0022 for goal exceptions, but is NOT to be considered a substitute for specific language of the OARs. Consult the specific Oregon Administrative Rule for the detailed legal requirements.

A local government may adopt an exception to a goal when one of the following exception process is justified:

- (a) The land subject to the exception is “physically developed” to the extent that it is no longer available for uses allowed by the applicable goal;
- (b) The land subject to the exception is “irrevocably committed” to uses not allowed by the applicable goal because existing adjacent uses and other relevant factors make uses allowed by the applicable goal impracticable; or
- (c) A “reasons exception” addressing the following standards is met:
 - (1) Reasons justify why the state policy embodied in the applicable goals should not apply;
 - (2) Areas which do not require a new exception cannot reasonably accommodate the use;
 - (3) The long-term environmental, economic, social and energy consequences resulting from the use of the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site; and
 - (4) The proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts. Compatible, as used in subparagraph (4) is not intended as an absolute term meaning no interference or adverse impacts of any type with adjacent uses. A local government approving or denying a proposed exception shall set forth findings of fact and a statement of reasons which demonstrate that the

Compatible, as used in subparagraph (4) is not intended as an absolute term meaning no interference or adverse impacts of any type with adjacent uses. A local government approving or denying a proposed exception shall set forth findings of fact and a statement of reasons which demonstrate that the standards for an exception have or have not been met.

PART III -- USE OF GUIDELINES Governmental units shall review the guidelines set forth for the goals and either utilize the guidelines or develop alternative means that will achieve the

E. REQUIRED SUPPLEMENTAL INFORMATION TO BE SUBMITTED WITH APPLICATION:

- 1. A legal description of the subject property (deed);
- 2. Covenants or deed restrictions on property, if any;
- 3. A general location map of the property;
- 4. A detailed parcel map of the property illustrating the size and location of existing and proposed uses and structures on 8 ½” x 11” paper. If proposed structures are not know then the plot plan will need to include only existing with a note that no new structures are proposed at this time;
- 5. If applicant is not the owner, documentation of consent of the owner, including:
 - a. A description of the property;
 - b. Date of consent
 - c. Signature of owner
 - d. Party to whom consent is given
- 6. The applicant must supply a minimum of 2 copies of the entire application or one paper copy and electronic copy (email is acceptable), including all exhibits and color photocopies, or as directed by the Planning Staff.

G. Authorization:

All areas must be initialed by all applicants, if this application pertains to a certain property all property owners² must either sign or provide consistent for application unless otherwise allowed by Section 5.0.175 of the CCZLDO. As an applicant by initializing each statement I am accepting or agreeing to the statements next to each area designated for my initials and/or signature. All property owners shall sign and initial the designated areas of the application or provide consent from another party to sign on their behalf. If another party is signing as part of a consent that does not release that party that gave consent from complying with requirements listed below or any conditions that may be placed on an application. In the case of a text amendment the procedures for set out in Section 5.1.110 WHO SEEK CHANGE applies and an applicant may not be a property owner.

X SM I hereby attest that I am authorized to make the application and the statements within this application are true and correct to the best of my knowledge. I affirm to the best of my knowledge that the property is in compliance with or will become in compliance with CCCP and CCZLDO. I understand that any action authorized by Coos County may be revoked if it is determined that the action was issued based upon false statements or misrepresentation.

X SM I understand it is the function of the planning staff to impartially review my application and to address all issues affecting it regardless of whether the issues promote or hinder the approval of my application. In the event a public hearing is required to consider my application, I agree, as applicant I have the burden of proof. I understand that approval is not guaranteed and the applicant(s) has the burden of proof to demonstrate compliance with the applicable review criteria.

X SM As the applicant(s) I acknowledge that is in my desire to submit this application of free will and staff has not encouraged or discouraged the submittal of this application.

X SM I understand as applicant I am responsible for actual cost of that review if the Board of Commissioners appoints a hearings officer to hear the application I have submitted. As applicant I will be billed for actual time of planning services, materials and hearings officer cost and if not paid the application maybe become void.

Applicant(s) Original Signature

 Sheri McGrath

Applicant(s) Original Signature

8-11-21

Date

² Property owner" means the owner of record, including a contract purchaser

Coos Curry Consulting Group
P.O. Box 1548 * Bandon, Oregon 97411
cooscurry@gmail.com
541-982-9531

CONSENT FOR REPRESENTATION

I, Jeffrey McElrath of 20995 Alameda Del Monte, Wildomar, CA 92595
give permission to Coos Curry Consulting Group to represent me on all design, permit
and consulting matters concerning the property located on Coos County Tax Assessor's
Map 29-15-12A TL 200 and 1500. The property addresses are 49396 Hwy 101 and
87446 Rogge Lane. The tax accounts for these properties are 1236025 and 1235801.

Sheri McGrath is the direct contact for all permit application questions, plan review
comments, concerns or questions, and any other information related to the above
property.


Contact information for Sheri McGrath is:

Cell: 541-982-9531
E-mail: cooscurry@gmail.com
Mailing address: P.O. Box 1548, Bandon, OR 97411

This consent automatically expires eighteen months from the date below, without
requirement of notice.

DATED: April 20, 2021

COOS CURRY CONSULTING GROUP



By: SHERI MCGRATH

CLIENT



By: JEFFREY MCELRATH

AERIAL PLOT PLAN PREPARED FOR A REZONE REQUEST
CHANGING THE ZONING DISTRICT FROM FOREST TO INDUSTRIAL.
NO NEW STRUCTURES ARE PROPOSED AT THIS TIME.
AUGUST 11, 2021



JEFFREY MCEL RATH
49396 HWY 101 AND 87446 ROGGE LANE
BANDON, OREGON 97411
29-15-12A TL 200 AND 1500
TAX ACCT # 1236025 AND 1235801
11.18 ACRES IN SIZE

PLOT PLAN
SCALED TO FIT
DIMENSIONS BASED ON AERIAL IMAGERY



RECORDING REQUESTED BY:



1010 1st Street, Ste 215
Bandon, OR 97411

AFTER RECORDING RETURN TO:

Jeffrey A. McElrath
20995 Alameda Del Monte
Wildomar, CA 92595

COOS COUNTY, OREGON	2017-09974
\$66.00	10/16/2017 04:10:14 PM
DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=5	

AFTER RECORDING
RETURN TO
Ticor Title Company
300 West Anderson Ave. - Box 1075
Coos Bay, OR 97420-0233

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRUST DEED

THIS TRUST DEED, made on OCTOBER 16, 2017 between Jeffrey A. McElrath, an estate in fee simple, as Grantor, Ticor Title Company of Oregon, as Trustee and James D. Perry, an estate in fee simple, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Coos County, Oregon described as:

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

together with all and singular the tenements, hereditaments and appurtenances and all other rights belonging or in any way now or after appertaining, and the rents, issues and profits and all fixtures used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor and payment of the sum of Forty Thousand And No/100 Dollars (\$40,000.00) Dollars, with the interest according to the terms of a promissory note of even date, payable to beneficiary and made by grantor, the final payment of principal and interest, if not sooner paid, to be due and payable March 1, 2021.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. **In the event the within described property, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by grantor without first having obtained the written consent or approval of the beneficiary, then at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed, shall become immediately due and payable.**

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair, not to remove or demolish any building or improvement; not to commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable conditions any building or improvement which now exists or may be constructed, and which is damaged or destroyed, and pay when due all costs incurred.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than the full insurable value, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen (15) days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured and in such order as beneficiary may determine, or at the option of beneficiary the entire amount so collected, or any part, may be released to grantor. Such application or release shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.
5. To keep the property free from construction liens and to pay all taxes, assessments and other charges assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly delivered receipts to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment, and the amount so paid, with interest at the rate set forth in the note secured, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants and for such payments, with interest as aforesaid, the property described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation described, and all such payments shall be immediately due and payable without notice, and the nonpayable shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's fees and attorney's fees actually incurred.
7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this trust deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of any appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured; and grantor agrees, at its own expense, to take such actions and execute such instruments shall be necessary in obtaining such compensation, promptly upon beneficiary's request.
9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction; (c) join in any subordination or other agreement affecting this deed or the lien or charge; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness.
10. Upon any default by grantor, beneficiary may at any time by receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part, in its own name sue or otherwise collect rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured, and in such order as beneficiary may determine.
11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release, shall not cure or waive any default or invalidate any act done pursuant to such notice.
12. Upon default by grantor in payment of any indebtedness secured or in grantor's performance of any agreement, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured and the trustee shall fix the time and place of sale, give notice as then required by law and proceed to foreclose this trust deed in the manner provided by law.
13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to the time provided by law before the date the trustee conducts the sale, the grantor or any other person so privileged, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.
14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels, and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of their truthfulness. Any person, excluding the trustee, but including the grantor and beneficiary may purchase at the sale.
15. When trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to any successor in interest entitled to such surplus.
16. Beneficiary may from time to time appoint a successor or successors to any trustee named or to any successor trustee appointed. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee named or appointed. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when

recorded in the records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

- 17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party of pending sale under any other deed of trust or of any action proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title, excepting and subject to:

None

and that the grantor will warrant and forever defend the same against all persons.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

- (a)* primarily for grantor's personal, family or household purposes (see Important Notice below),
- (b) ~~for an organization, or (even if grantor is a natural person) are for business or commercial purposes.~~

This deed applies to, insures to the benefit of and binds all parties, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledges, of the contract secured, whether or not named as a beneficiary.

In construing this trust deed, it is understood that the Grantor or Beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include that plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions apply equally to corporations and to individuals.

Note: The Trust Deed Act provides that the trustee must be either an attorney, who is an active member of the Oregon State Bar, a bank, a trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under state law.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosure. If compliance with the Act is not required, disregard this notice.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

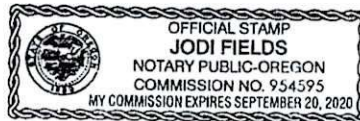
Dated: 10-12-17

Jeffrey A. McElrath

State of OREGON
County of COOS

This instrument was acknowledged before me on October 12th, 2017 by Jeffrey A. McElrath.

Notary Public - State of OREGON
My Commission Expires: 9/20/20



REQUEST FOR FULL RECONVEYANCE

TICOR TITLE COMPANY OF OREGON, A OREGON CORPORATION, TRUSTEE:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by the Deed of Trust have been fully paid and satisfied; and you are requested and directed, on payment to you of any sums owing you under the terms of the Deed of Trust, to cancel all evidences of indebtedness, secured by the Deed of Trust, delivered to you, together with the Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of the Deed of Trust, all the estate now held by you under the same.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

James D. Perry

Date

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both original documents must be delivered to the Trustee for cancellation before reconveyance will be made.

Unofficial
Copy

EXHIBIT "A"
Legal Description

A parcel of land located in the North half of the Southeast quarter of the Northeast quarter, Section 12, Township 29 South, Range 15 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of the Southeast quarter of the Northeast quarter of said Section 12; thence Southerly along the quarter quarter Section line a distance of 212.4 feet; thence South 75° 42' East a distance of 855.1 feet, more or less, to a point on the Westerly boundary of the property described in Deed Book 78, Page 409, Deed Records of Coos County, Oregon; thence North along said boundary to the quarter quarter Section line; thence Westerly to the point of beginning.

Unofficial
Copy

RECORDING REQUESTED BY:



1010 1st Street, Ste 215
Bandon, OR 97411

GRANTOR'S NAME:
James D. Perry

GRANTEE'S NAME:
Jeffrey A. McElrath

AFTER RECORDING RETURN TO:
Order No.: 360617021438-JF
Jeffrey A. McElrath
20995 Alameda Del Monte
Wildomar, CA 92595

SEND TAX STATEMENTS TO:
Jeffrey A. McElrath
20995 Alameda Del Monte
Wildomar, CA 92595

49394 Highway 101, Bandon, OR 97411

COOS COUNTY, OREGON	2017-09973
\$56.00	10/16/2017 04:10:14 PM
DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=3	

AFTER RECORDING
RETURN TO
Ticor Title Company
300 West Anderson Ave. - Box 1075
Coos Bay, OR 97420-0233

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

James D. Perry, Grantor, conveys and warrants to Jeffrey A. McElrath, an estate in fee simple, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

A parcel of land located in the North half of the Southeast quarter of the Northeast quarter, Section 12, Township 29 South, Range 15 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of the Southeast quarter of the Northeast quarter of said Section 12; thence Southerly along the quarter quarter Section line a distance of 212.4 feet; thence South 75° 42' East a distance of 855.1 feet, more or less, to a point on the Westerly boundary of the property described in Deed Book 78, Page 409, Deed Records of Coos County, Oregon; thence North along said boundary to the quarter quarter Section line; thence Westerly to the point of beginning.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00). (See ORS 93.030).

Subject to:

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

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.

STATUTORY WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 10/12/17

James D. Perry
James D. Perry

State of OREGON
County of COOS

This instrument was acknowledged before me on October 12, 2017 by James D. Perry.

Jodi Fields
Notary Public - State of Oregon

My Commission Expires: 9/20/20



Unofficial
Copy

EXHIBIT "A"
Exceptions

Subject to:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017-2018.

Tax Identification No.: 1235801
2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: Right of way for all purposes
Recording Date: February 3, 1954
Recording No: Book: 232, Page 7
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: Right of Way
Recording Date: November 18, 1960
Recording No: Book: 282, Page: 104
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: Right of Way
Recording Date: April 11, 1961
Recording No: Book: 284, Page : 427
5. Terms and provisions, appurtenant easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: James D. Perry
Purpose: Access and Utilities
Recording Date: September 2, 2010
Recording No: 2010-8026

Unofficial
Copy

197.719 Industrial use of abandoned or diminished mill sites; amendment of comprehensive plans and land use regulations; sewer facilities.

(1) As used in this section, “abandoned or diminished mill site” means a mill, plant or other facility engaged in the processing or manufacturing of wood products, including sawmills and facilities for the production of plywood, veneer, hardboard, panel products, pulp and paper, that:

- (a) Is located outside of urban growth boundaries;
- (b) Was closed after January 1, 1980, or has been operating at less than 25 percent of capacity since January 1, 2003; and
- (c) Contains or contained permanent buildings used in the production or manufacturing of wood products.

(2) Notwithstanding statewide land use planning goals protecting agricultural lands or forestlands or administrative rules implementing those goals, the governing body of a county may amend the county’s comprehensive plan and land use regulations to allow an abandoned or diminished mill site to be zoned for industrial use.

(3) Notwithstanding a statewide land use planning goal relating to urbanization or administrative rules implementing that goal, the governing body of a county may amend the county’s comprehensive plan and land use regulations to allow an abandoned or diminished mill site to be zoned for any level of industrial use.

(4) Notwithstanding a statewide land use planning goal relating to public facilities and services or administrative rules implementing that goal, the governing body of a county or its designee may approve:

- (a) The extension of sewer facilities to lands that on June 10, 2003, are zoned for industrial use and that contain an abandoned or diminished mill site. The sewer facilities may serve only industrial uses authorized for the mill site and contiguous lands zoned for industrial use.
- (b) The extension of sewer facilities to an abandoned or diminished mill site that is rezoned for industrial use under this section only as necessary to serve industrial uses authorized for the mill site.
- (c) The establishment of on-site sewer facilities to serve an area that on June 10, 2003, is zoned for industrial use and that contains an abandoned or diminished mill site or to serve an abandoned or diminished mill site that is rezoned for industrial use under this section. The sewer facilities may serve only industrial uses authorized for the mill site and contiguous lands zoned for industrial use.

(5) (a) A local government, as defined in ORS 174.116, may not authorize a connection to any portion of a sewer facility located between an urban growth boundary or the boundary of an unincorporated community and the boundary of the mill site or the industrial zone containing the mill site, except as provided under a statewide land use planning goal relating to public facilities and services or under ORS 197.732.

(b) Sewer facilities approved under subsection (4) of this section shall be limited in size to meet the needs of authorized industrial uses and may not provide service to retail, commercial or residential development, except as provided under a statewide land use planning goal relating to public facilities and services or under ORS 197.732. The presence of the sewer facilities may not

be used to justify an exception to statewide land use planning goals protecting agricultural lands or forestlands or relating to urbanization.

(6)(a) The governing body of a county or its designee shall determine the boundary of an abandoned or diminished mill site. For an abandoned or diminished mill site that is rezoned for industrial use under this section, land within the boundary of the mill site may include only those areas that were improved for the processing or manufacturing of wood products.

(b) For an abandoned or diminished mill site subject to subsection (2), (3) or (4) of this section, the governing body of a city or county or its designee may approve a permit, as defined in ORS 215.402 or 227.160, only for industrial development and accessory uses subordinate to such development on the mill site. The governing body or its designee may not approve a permit for retail, commercial or residential development on the mill site.

(7) For land that on June 10, 2003, is zoned under statewide land use planning goals protecting agricultural lands or forestlands and that is rezoned for industrial use under subsections (2) and (3) of this section, the governing body of the county or its designee may not later rezone the land for retail, commercial or other nonresource use, except as provided under the statewide land use planning goals or under ORS 197.732. [2003 c.252 §2; 2003 c.688 §3]

NE1/4 SEC. 12 T29S R15W W.M.
COOS COUNTY

29S 15W 12A

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

1" = 200'

CANCELLED NO.

- 301
- 201
- 1001
- 1002
- 102
- 1003



08-19-2015

29S 15W 12A