

NATIONAL WETLAND INVENTORY SITE (NWI)
NATURAL HAZARD - TSUNAMI (NHTHO)
URBAN UNINCORPORATED COMMUNITY (UUC)

The purpose of this notice is to inform you about the proposal and decision, where you may receive more information, and the requirements if you wish to appeal the decision by the Director to the Coos County Hearings Body. Any person who is adversely affected or aggrieved or who is entitled to written notice may appeal the decision by filing a written appeal in the manner and within the time period as provided below pursuant to Coos County Zoning and Land Development Ordinance (CCZLDO) Article 5.8. If you are mailing any documents to the Coos County Planning Department the address is 250 N. Baxter, Coquille OR 97423. Mailing of this notice to you precludes an appeal directly to the Land Use Board of Appeals.

Mailed notices to owners of real property required by ORS 215 shall be deemed given to those owners named in an affidavit of mailing executed by the person designated by the governing body of a county to mail the notices. The failure of the governing body of a county to cause a notice to be mailed to an owner of a lot or parcel of property created or that has changed ownership since the last complete tax assessment roll was prepared shall not invalidate an ordinance. **NOTICE TO MORTGAGEE, LIENHOLDER, VENDOR OR SELLER: ORS CHAPTER 215 (ORS 215.513) REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST PROMPTLY BE FORWARDED TO THE PURCHASER.**

The application, staff report and any conditions can be found at the following link: <https://www.co.coos.or.us/planning/page/land-use-applications> The application and all documents and evidence contained in the record, including the staff report and the applicable criteria, are available for inspection, at no cost, in the Planning Department located at 225 North Adams Street, Coquille, Oregon. Copies may be purchased at a cost of 50 cents per page. The decision is based on the application submittal and information on record. The name of the Coos County Planning Department representative to contact is Crystal Orr, Planner I and the telephone number where more information can be obtained is (541) 396-7770.

Failure of an issue to be raised in a hearing, in person or in writing, or failure to provide statements of evidence sufficient to afford the Approval Authority an opportunity to respond to the issue precludes raising the issue in an appeal to the Land Use Board of Appeals.

Reviewed by: _____ **Date:** Wednesday, February 16, 2022 .
Crystal Orr, Planner I

This decision is authorized by the Coos County Planning Director, Jill Rolfe based on the staff's analysis of the Findings of Fact, Conclusions, Conditions of approval, application and all evidenced associated as listed in the exhibits.

EXHIBITS

Exhibit A: Conditions of Approval

Exhibit B: Vicinity Map & Template Map

The Exhibits below are mailed/ emailed to the Applicant, Board of Commissioners and Planning Commission only. Copies are available upon request or at the following

Exhibit C: Staff Report

Exhibit D: Comments Received

Exhibit E: Application

EXHIBIT "A"
Conditions of Approval

The applicant shall comply with the following conditions of approval with the understanding that all costs associated with complying with the conditions are the responsibility of the applicants and that the applicants are not acting as an agent of the county. If the applicant fails to comply or maintain compliance with the conditions of approval the permit may be revoked as allowed by the Coos County Zoning and Land Development Ordinance. Please read the following conditions of approval and if you have any questions contact planning staff.

CONDITIONS OF APPROVAL

The applicant has met the applicable criteria, with the following conditions:

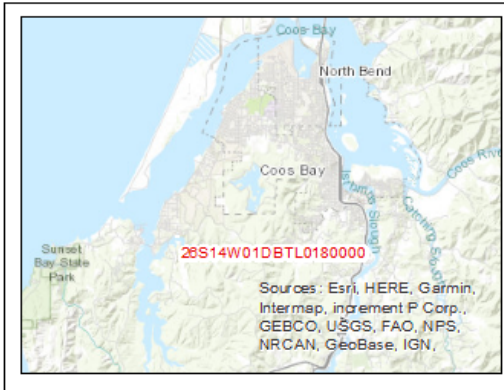
1. All necessary federal, state, and local permits shall be obtained.
2. Shall comply with all comments received and found as Exhibit "D" to this report.
3. Prior to submittal of the Final Plat the following conditions shall be completed:
 - a. Must comply with all comments within Exhibit D.
 - b. Applicant submits construction drawings for any new public roads or access easements to the Roadmaster. The County Roadmaster reviews construction drawings and applicable specifications for public roads and access easements, unless the Roadmaster waives this requirement;
 - c. Due to the location of the mapped inventory and the fact that the adequate access is proposed the road will need to be improved prior to final improvement or bonded to ensure the improvements happen prior to the ability to site a dwelling. A sign at the beginning of the road shall be erected to indicate the evacuation route which would be north on Sea Spray Drive. This sign may be placed on the same sign post as the road name but be visible by the dwellings that will be constructed on the newly created parcels.
 - d. Applicant constructs or bonds for required improvements; and
 - e. County Roadmaster inspects construction unless improvements are bonded;
4. All Final Plat shall meet the requirements SECTION 6.2.800 FINAL PLAT REGULATION AND REQUIREMENTS. Planning staff shall check off the requirements at the time of submittal and if not found to comply corrections shall be made prior to moving on to the Surveyor, Roadmaster and Assessor's Office for appropriate signatures. There may be corrections through the final plat process or taxes that are required to be paid.
5. Parcel 2 must connect to Coos Bay North Bend Water Board and Charleston Sanitation at time of development.
6. As a condition of approval staff needs verification via a survey of the acreage of both newly created parcels and the estuary acreage cannot be used to satisfy the acreage requirement.
7. The Floodplain will need to be depicted on the final plat as well as a note this property is within the Tsunami Overlay. A sign shall be installed indicating the evacuation route.

EXHIBIT "B"
Vicinity Map & Tentative Plat



COOS COUNTY PLANNING DEPARTMENT

Mailing Address: 225 N. Adams, Coquille, Oregon 97423
 Physical Address: 60 E. Second, Coquille Oregon
 Phone: (541) 396-7770
 TDD (800) 735-2900



File:	P-21-005
Applicant/ Owner:	Stephan Stys Britta Dempsey
Date:	February 15, 2022
Location:	Township 26S Range 14W Section 1DB TL 1800
Proposal:	Partition



**EXHIBIT “C”
STAFF REPORT
FINDINGS OF FACT AND CONCLUSIONS**

I. PROPOSAL AND BACKGROUND/PROPERTY HISTORY INFORMATION:

- A. PROPOSAL:** The applicants' proposal is a request for Planning Director Approval for a two (2) parcel partition as provided by the Coos County Zoning and Land Development Ordinance (CCZLDO).

B. BACKGROUND/PROPERTY HISTORY:

The property has a Single-Family Dwelling that was built pre-ordinance in 1973.

The current application was received on November 4, 2021 and deemed incomplete on December 3, 2021 which is within the 30-day time frame explained in the Coos County Zoning and Land Development Ordinance Section 5.0.200 (ORS 215.427) and 5.0.250. The additional information listed in the deemed incomplete letter was received by staff deemed the application was found complete on December 3, 2021. The deemed complete process is a review that all the materials have been submitted as explained in the applications. This is not full review of the criteria as the burden of proof rest with the applicant and the details of the application are reviewed during the review period.

- C. LOCATION:** The subject property is located southwest of the City of Coos Bay within the Urban Unincorporated Community of Barview. The property is accessed via Sea Spray Drive, which is a public dedicated privately-maintained road.

- D. ZONING:** The property is zoned Urban Residential-2 (UR-2) and Coos Bay Estuary Management Plan 62-Urban Development.

There are three Urban Residential (UR) zoning districts: Urban Residential-1 (UR-1); Urban Residential-2 (UR-2); and Urban Residential – Multi Family (UR-M). The intent of the Urban Residential Districts is to include conventional, urban density housing (single family/multi-family) plus cluster housing and planned unit developments.

The purpose of the “UR-2” district is to provide for urban residential areas that are designed to accommodate single family dwellings, mobile homes and two-family dwellings. Clustered planned unit developments, including multi-family dwellings, are consistent with the objectives of the “UR-2” district. The “UR-2” district shall only be used within Urban Growth Boundaries and Urban Unincorporated Community boundaries.

The 62-UD - The objective of this district is to continue the existing residential use of the uplands while protecting scenic riparian resources and water quality. Management of the area also allows some commercial and industrial uses in the uplands in conjunction with shellfish culture in the aquatic area of the slough.

- E. SITE DESCRIPTION AND SURROUNDING USES:** This property is located southwest of the City of Coos Bay within the Urban Unincorporated Community of Barview. The property is accessed via Sea Spray Drive, which is off Libby Lane. The property is zoned Urban Residential-2 (UR-2) and surrounded by like zoning. The properties within this area are used for residential.

F. COMMENTS:

- a. **PUBLIC AGENCY:** All comments received through the Technical Review Committee meeting are found at Exhibit “D”. No other public agency comments have been received at this time.
- b. **PUBLIC COMMENTS:** This property did not require any request for comments prior to the release of the decision.
- c. **LOCAL TRIBE COMMENTS:** This property did not require any request for comments prior to the release of the decision.

II. GENERAL PROPERTY COMPLIANCE:

A. COMPLIANCE PURSUANT TO SECTION 1.1.300:

It shall be unlawful for any person, firm, or corporation to cause, develop, permit, erect, construct, alter or use any building, structure or parcel of land contrary to the provisions of the district in which it is located. No permit for construction or alteration of any structure shall be issued unless the plans, specifications, and intended use of any structure or land conform in all respects with the provisions of this Ordinance, unless approval has been granted by the Hearings Body.

B. SECTION 6.1.125 LAWFULLY CREATED LOTS OR PARCELS:

“Lawfully established unit of land” means:

- 1. *The unit of land was created:*
 - a. *Through an approved or pre-ordinance plat;*
 - b. *Through a prior land use decision including a final decision from a higher court. A higher court includes the Land Use Board of Appeals;*
 - c. *In compliance with all applicable planning, zoning and subdivision or partition ordinances and regulations at the time it was created.*
 - d. *By a public dedicated road that was held in fee simple creating an interviewing ownership prior to January 1, 1986;*
 - e. *By deed or land sales contract, if there were no applicable planning, zoning or subdivision or partition ordinances or regulations that prohibited the creation.*
 - f. *By the claim of intervening state or federal ownership of navigable streams, meandered lakes or tidewaters. “Navigable-for-title” or “title-navigable” means that ownership of the waterway, including its bed, was passed from the federal government to the state at statehood. If a waterway is navigable-for-title, then it also is generally open to public use for navigation, commerce, recreation, and fisheries.*

FINDING: This property is a lawfully created pursuant to CCZLDO § 6.1.125.1.e, created by deed prior to any zoning or partition ordinance that would prohibit the creation (deed document 1978-30141).

III. STAFF FINDINGS AND CONCLUSIONS:

A. SUMMARY OF PROPOSAL AND APPLICABLE REVIEW CRITERIA:

The proposal is for a land partition creating two (2) parcels and is subject *Coos County Zoning and Land Development Ordinance (CCZLDO) Article 6.2 Land Divisions; Section 6.2.100 General Purpose; Section 6.2.125 Approval of Partitions, Planned Unit Development and Subdivision Required; Section 6.2.150 Conformity with Zoning Ordinances and Comprehensive Plan; Section 6.2.200 Application for Land Divisions; Section 6.2.350 Tentative Plat Requirements (Tentative Plan); Section 6.2.375 Review of Tentative Plan; Section 6.2.400 Access in Conjunction with a Land Division; Section 6.2.475 Access; Section 6.2.500 Easements; Section 6.2.525 Lots and Parcels; Section 6.2.550 Improvement Specifications; Section 6.2.800 Final Plat Regulations; Section 7.2, Table 7.2B Minimum Standards for New Roads and Driveways in Urban.*

B. SPECIAL DEVELOPMENT CONSIDERATIONS AND OVERLAYS:

SECTION 4.11.125 Special Development Considerations: The considerations are map overlays that show areas of concern such as hazards or protected sites. Each development consideration may further restrict a use. Development considerations play a very important role in determining where development should be allowed in the Balance of County zoning. The adopted plan maps and overlay maps must be examined in order to determine how the inventory applies to the specific site

SECTION 4.11.200 Purpose: Overlay zones may be super-imposed over the primary zoning district and will either add further requirements or replace certain requirements of the underlying zoning district. The requirements of an overlay zone are fully described in the text of the overlay zone designations. An overlay zone is applicable to all Balance of County Zoning Districts and any zoning districts located within the Coos Bay Estuary Management Plans when the Estuary Policies directly reference this section.

FINDING: This property is within an archaeological area of interest, which will require notice to the affected tribes at the time of development. This property is inventoried as a having a bird site and will require a notice to Oregon Department of Fish and Wildlife at the time of any development. This property has wetlands, floodplain and tsunami overlay. No development is proposed but the floodplain will need to be depicted on the final plat.

4.11.270 Tsunami Hazard Overlay Zone (Purpose, Applicability and Uses)

1. Purpose

The purpose of the Tsunami Hazard Overlay Zone is to increase the resilience of the community to a local source (Cascadia Subduction Zone) tsunami by establishing standards, requirements, incentives, and other measures to be applied in the review and authorization of land use and development activities in are as subject to tsunami hazards. The standards established by this section are intended to limit, direct and encourage the development of land uses within are as subject to tsunami hazards in a manner that will:

- a. Reduce loss of life;*
- b. Reduce damage to private and public property;*
- c. Reduce social, emotional, and economic disruptions; and*
- d. Increase the ability of the community to respond and recover.*

Significant public and private investment has been made in development in areas which are now known to be subject to tsunami hazards. It is not the intent or purpose of this section to require the relocation of or otherwise regulate existing development within the Tsunami Hazard Overlay Zone. However, it is the intent of this section to control, direct and encourage new development and redevelopment such that, overtime, the community's exposure to tsunamis will be reduced.

2. Applicability of Tsunami Hazard Overlay Zone

The Tsunami Hazard Overlay is applicable to all Balance of County Zoning Districts and any zoning districts located within the Coos Bay Estuary and Coquille Estuary Management Plans when the Estuary Policies directly reference this section. Areas of inundation depicted on the Tsunami Inundation Map(s) (TIM) published by the Oregon Department of Geology and Mineral Industries (DOGAMI) are subject to the requirements of this section as follows:

- a. Except as provided in subsection (b), all lands identified as subject to inundation from the XXL magnitude local source tsunami event as set forth on the applicable Tsunami Inundation Map(s) (TIM) published by the Oregon Department of Geology and Mineral Industries (DOGAMI) are subject to the requirements of this section.*
- b. Lands within the area subject to inundation from the XXL magnitude local source tsunami event as set forth on the applicable Tsunami Inundation Map(s) (TIM) published by the Oregon Department of Geology and Mineral Industries (DOGAMI) that have a grade elevation, established by fill or other means, higher than the projected elevation of the XXL magnitude*

local source tsunami event are exempt from the requirements of this section. Grade elevations shall be established by an elevation survey performed by a Professional Land Surveyor licensed in Oregon.

3. Uses

In the Tsunami Hazards Overlay Zone, except for the prohibited uses set forth in subsection 4 all uses permitted pursuant to the provisions of the underlying zone map may be permitted, subject to the additional requirements and limitations of this section. The Tsunami Hazard Overlay Zone does not establish any new or additional review processes. Application of the standards and requirements of the Tsunami Hazard Overlay Zone is accomplished through the applicable review processes of the underlying zone.

4. Prohibited Uses

Unless authorized in accordance with subsection 6, the following uses are prohibited in the specified portions of the Tsunami Hazard Overlay Zone:

- a. In areas identified as subject to inundation from the L magnitude local source tsunami events set forth on the TIM, the following uses are prohibited:*
 - i. Hospitals and other medical facilities having surgery and emergency treatments areas;*
 - ii. Fire and police stations;*
 - iii. Hospital and other medical facilities having surgery and emergency treatment areas;*
 - iv. Structures and equipment in government communication centers and other facilities required for emergency response;*
 - v. Building with a capacity greater than 250 individuals for every public, private or parochial school through secondary level or childcare centers;*
 - vi. Buildings for colleges or adult education schools with a capacity of greater than 500 persons; and*
 - vii. Jails and detention facilities*
- b. In areas identified as subject to inundation from the M magnitude local source tsunami event as set forth on the Tsunami Inundation Map (TIM), the following uses are prohibited:*
 - i. Tanks or other structures containing, housing or supporting water or fire-suppression materials or equipment required for the protection of essential or hazardous facilities or special occupancy structures;*
 - ii. Emergency vehicle shelters and garages;*
 - iii. Structures and equipment in emergency preparedness centers;*
 - iv. Standby power generating equipment for essential facilities;*
 - v. Covered structures whose primary occupancy is public assembly with a capacity of greater than 300 persons;*
 - vi. Medical facilities with 50 or more resident, in capacitated patients;*
 - vii. Manufactured home parks, of a density exceeding 10 units per acre; and*
 - viii. Hotels or motels with more than 50 units.*
- c. Notwithstanding the provisions of Article 5.6 of the Coos County Zoning and Land Development Ordinance, the requirements of this subsection shall not have the effect of rendering any lawfully established use or structure nonconforming. The Tsunami Hazard Overlay is, in general, not intended to apply to or regulate existing uses or development.*

5. Use Exceptions

A use listed in subsection (4) of this section may be permitted upon authorization of a Use Exception in accordance with the following requirements:

- a. Public schools may be permitted upon findings that there is a need for the school to be within the boundaries of a school district and fulfilling that need cannot otherwise be accomplished.*
- b. Fire or police stations may be permitted upon findings that there is a need for a strategic*

location.

- c. *Other uses prohibited by subsection (4) of this section may be permitted upon the following findings:*
- i. *There are no reasonable, lower-risk alternative sites available for the proposed use;*
 - ii. *Adequate evacuation measures will be provided such that life safety risk to building occupants is minimized;*
 - iii. *The buildings will be designed and constructed in accordance with the Oregon Structural Specialty Code to minimize the risk of structural failure during the design earthquake and tsunami event; and*
 - iv. *Developers of new essential facilities, hazardous facilities and major structures, and special occupancy structures that are located in an identified tsunami inundation zone, as described in subsection ORS 455.446. The provision of ORS 455.446 does not apply to water-dependent and water-related facilities, including but not limited to docks, wharves, piers and marinas. Decisions made under ORS 455.446 are not land use decisions.*

Applications, reviews, decisions and appeals for Use Exceptions authorized by this subsection with the exclusion of subsections iii and iv shall be in accordance with the requirements for an administrative conditional use procedure as set forth in Article 5.2 – Conditional Uses.

6. *Evacuation Route Improvement Requirements. Except single family dwellings on existing lots and parcels, all new development, substantial improvements and land divisions in the Tsunami Hazard Overlay Zone shall incorporate evacuation measures and improvements, including necessary vegetation management, which are consistent with and conform to the adopted Tsunami Evacuation Facilities Improvement Plan. Such measures may include:*
- a. *On-site improvements:*
 - i. *Improvements necessary to ensure adequate pedestrian access from the development site to evacuation routes designated in the Tsunami Evacuation Facilities Improvement Plan in all weather and lighting conditions.*
 - ii. *Frontage improvements to designate evacuation routes that are located on or contiguous to the proposed development site, where such improvements are identified in the Tsunami Evacuation Facilities Improvement Plan. Such improvements shall be proportional to the evacuation needs created by the proposed development.*
 - iii. *Where identified in the Tsunami Evacuation Facilities Improvement Plan as the only practicable means of evacuation, tsunami evacuation structure(s) of sufficient capacity to accommodate the evacuation needs of the proposed development.*
 - b. *Off-site improvements: Improvements to portions of designated evacuation routes that are needed to serve, but are not contiguous to, the proposed development site, where such improvements are identified in the Tsunami Evacuation Facilities Improvement Plan. Such improvements shall be proportional to the evacuation needs created by the proposed development.*
 - c. *Evacuation route signage consistent with the standards set forth in the Tsunami Evacuation Facilities Improvement Plan. Such signage shall be adequate to provide necessary evacuation information consistent with the proposed use of the site.*
 - d. *Evacuation route improvements and measures required by this subsection may include the following:*
 - i. *Improved streets and/or all-weather surface paths of sufficient width and grade to ensure pedestrian access to designated evacuation routes in all lighting conditions;*
 - ii. *Improved streets and paths shall provide and maintain horizontal clearances sufficient to prevent the obstruction of such paths from downed trees and structure failures likely to occur during a Cascadia earthquake; and*

- iii. *Such other improvements and measures identified in the Tsunami Evacuation Facilities Improvement Plan. See Volume I, Part 2 Section 3.9. 400 of the Coos County Comprehensive Plan*

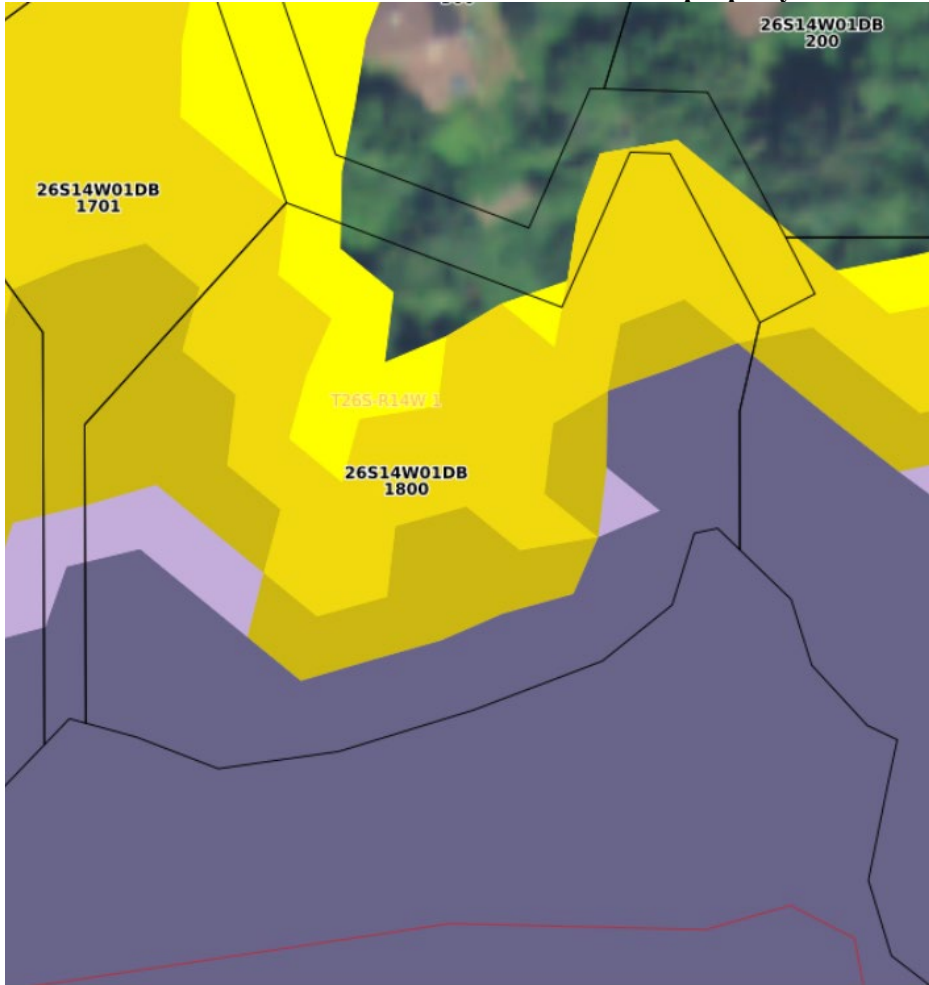
7. *Tsunami Evacuation Structures*

- a. *All tsunami evacuation structures shall be of sufficient height to place evacuees above the level of inundation for the XXL local source tsunami event.*
- b. *Tsunami evacuation structures are not subject to the building height limitations of this chapter.*

8. *Flexible Development Option*

- a. *The purpose of the Flexible Development Option is to provide incentives for, and to encourage and promote, site planning and development within the Tsunami Hazard Overlay Zone that results in lower risk exposure to tsunami hazard than would otherwise be achieved through the conventional application of the requirements of this chapter. The Flexible Development Option is intended to:*
 - i. *Allow for and encourage development designs that incorporate enhanced evacuation measures, appropriate building siting and design, and other features that reduce the risks to life and property from tsunami hazard; and*
 - ii. *Permit greater flexibility in the siting of buildings and other physical improvements and in the creation of new lots and parcels in order to allow the full realization of permitted development while reducing risks to life and property from tsunami hazard.*
- b. *The Flexible Development Option may be applied to the development of any lot, parcel, or tract of land that is wholly or partially within the Tsunami Hazard Overlay Zone.*
- c. *The Flexible Development Option may include any uses permitted outright or conditionally in any zone, except for those uses prohibited pursuant to subsection 5 of this section.*
- d. *Overall residential density shall be as set forth in the underlying zone or zones. Density shall be computed based on total gross land area of the subject property, excluding street right-of-way.*
- e. *Yards, setbacks, lot area, lot width and depth, lot coverage, building height and similar dimensional requirements may be reduced, adjusted or otherwise modified as necessary to achieve the design objectives of the development and fulfill the purposes of this section.*
- f. *Applications, review, decisions, and appeals for the Flexible Development Option shall be in accordance with the requirements for an administrative conditional use procedure as set forth in Article 5 of the Coos County Zoning and Land Development Ordinance.*
- g. *Approval of an application for a Flexible Development Option shall be based on findings that the following criteria are satisfied:*
 - i. *The applicable requirements of sub-paragraphs (b) and (d) of this subsection are met; and*
 - ii. *The development will provide tsunami hazard mitigation and/ or other risk reduction measures at a level greater than would otherwise be provided under conventional land development procedures. Such measures may include, but are not limited to:*
 - 1. *Providing evacuation measures, improvements, evacuation way finding techniques and signage;*
 - 2. *Providing tsunami evacuation structure(s) which are accessible and provide capacity for evacuees from off-site;*
 - 3. *Incorporating building designs or techniques which exceed minimum structural specialty code requirements in a manner that increases the capacity of structures to withstand the forces of a local source tsunami; and*
 - 4. *Concentrating or clustering development in lower risk portions or areas of the subject property, and limiting or avoiding development in higher risk areas.*

FINDING: Evacuation Route Improvement Requirements. *Except single family dwellings on existing lots and parcels, all new development, substantial improvements and land divisions in the Tsunami Hazard Overlay Zone shall incorporate evacuation measures and improvements. The Subject Property is within the XX-Large and X-Large Tsunami Inundation areas. Which means that development would be impacted by the larger local tsunami events if development is constructed. While Single Family Dwellings are not subject to regulations Land Divisions are. Below is the map that shows the different scenarios that are inventoried on this property.*



The applicant has not addressed this as part of the applications. Due to the location of the mapped inventory and the fact that the adequate access is proposed the road will need to be improved prior to final improvement or bonded to ensure the improvements happen prior to the ability to site a dwelling. A sign at the beginning of the road shall be erected to indicate the evacuation route which would be north on Sea Spray Drive. This sign may be placed on the same sign post as the road name but be visible by the dwelling that will be constructed on the newly created parcel 2. Therefore, this has been addressed.

C. LAND DIVISION REQUIREMENTS (PARTITION REQUIREMENTS)

Coos County Zoning and Land Development Ordinance (CCZLDO)

i. GENERAL COMPLIANCE

- **ARTICLE 6.2 LAND DIVISIONS** As authorized by law, including ORS Chapters 92, 197 and 215, subdivisions, land partitions and streets created for the purpose of partitioning land shall be approved in accordance with this Ordinance. This Article applies to all land within the

unincorporated territory of the County. A person desiring to subdivide land, to partition land, or to create a street or a private road shall submit preliminary plans and final documents for approval as provided in this ordinance and state statutes.

- *SECTION 6.2.100 GENERAL PURPOSE: All divisions of land shall conform to the Comprehensive Plan of Coos County with respect to the type and intensity of use, population densities, locations and sizes of public areas, rights-of-way and improvements of streets, and any other aspects governed by Comprehensive Plan goals, policies, or maps.*
- *SECTION 6.2.125 APPROVAL OF PARTITIONS, PLANNED UNIT DEVELOPMENTS (RESIDENTIAL AND RECREATIONAL) AND SUBDIVISIONS REQUIRED:*
 1. *No person shall divide land, except after approval of such division pursuant to this Article.*
 2. *No person shall sell any lot in any subdivision or convey any interest in a parcel in any partition until the plat of the subdivision or partition or declaration of partition described in Section 6.2.825 has been acknowledged and recorded with the recording officer of Coos County.*
 - a. *No person shall negotiate to sell any lot in a subdivision until a tentative plan has been approved.*
 - b. *A person may negotiate to sell any parcel in a partition prior to the approval of the tentative plan.*
 - c. *In negotiating to sell a lot in a subdivision or convey any interest in a parcel in any partition, a person may use the approved tentative plan for such subdivision or partition. [OR-92-07-012PL]*
 3. *No person shall create a road or street for the purpose of land division without the approval of the County.*
 4. *Coos County shall refrain from issuing any permit or approval for any application other than approval pursuant to this Section, including building permits or verification letters for any parcel of land not complying with this Section. [OR-93-12-017PL 2/23/94]*
 5. *A Traffic Impact Study (TIS) may be required in accordance with § 7.1.350*
- *SECTION 6.2.150 CONFORMITY WITH THE ZONING ORDINANCE AND COMPREHENSIVE PLAN:*
 1. *All divisions of land, regardless of the number of lots or parcels, shall conform in all respects with the applicable regulations and specifications of Chapters 3, 4 and 7, including uses of land, lot size and dimensions, space for off-street parking, landscaping and other requirements as may be set forth; and*
 2. *Whenever any department of the County finds that the provisions of a Article have apparently been or may be violated by any person, the director of said department shall report such findings to the Planning Department Director for investigation and enforcement.*

FINDING: The application submittal was received, and the proposal reviewed to ensure compliance with all comprehensive plan and ordinance requirements. The Roadmaster did not require a traffic impact study. The property is currently not developed with some exception of some cleared areas. The property is large enough to accommodate the proposal. Therefore, currently the property is found to be in compliance and the review will continue to demonstrate the proposal can meet the applicable criteria.

- *SECTION 6.2.300 GENERAL OUTLINE: The following is a general outline of the process for the review of land divisions in Coos County:*
 1. *Application is filed and reviewed for completeness pursuant to §5.0.200; and*

2. *Technical Review Committee (TRC) reviews tentative plans within 30 days from the date the application has been deemed complete. The Planning Director may extend this timeline if needed; and*
3. *Planning Director makes a decision unless subject to limited land use notice. If subject to limited land use notice pursuant to Article 5.0 a notice of decision will be mailed out within seven days of the expiration of the limited land use notice; and*
4. *Applicant submits construction drawings for any new public roads or access easements to the Roadmaster. The County Roadmaster reviews construction drawings and applicable specifications for public roads and access easements; and*
5. *Applicant constructs or bonds for required improvements; and*
6. *County Roadmaster inspects construction unless improvements are bonded; and*
7. *Applicant submits final plat after all conditions of approval have been completed; and*
8. *Planning Department coordinates review of final plat by affected County Departments; and*
9. *Board of Commissioners reviews final plats for subdivisions and for partitions proposing public dedications; and*
10. *Planning Director reviews final plats for partitions not proposing public dedications; and*
11. *If the final plat is approved, the applicant shall comply with Section 6.2.825 and file the plat with the County Clerk. (OR 92-07-012PL)*

FINDING: The application was received on November 4, 2021 and reviewed for completeness. A deemed incomplete letter was issued on December 3, 2021 within the 30 days. Once a completed application was received the process was followed as explained above. The notice of decision means the applicant must comply with steps four (4) through eleven (11).

- **SECTION 6.2.350 TENTATIVE PLAT REQUIREMENTS:**
 1. *Application Requirements*
 - a. *An application and a tentative plat for approval shall be initiated as provided in Section 5.0.150 of this ordinance.*
 - b. *The applicant shall file with the Director the original and four (4) additional copies of the tentative map on 11" X 17" paper for partitions and 18" x 24" paper for subdivisions.*
 - c. *The tentative plat shall be clearly and legibly drawn. It shall show all required information to scale so that the Approving Authority may have an adequate understanding of what is proposed. Under ordinary circumstances, the scale shall use a typical engineer scale (example 1" = 50').*
 2. *Information required for tentative plat.*
 - a. *All Land Divisions*
 - i. *North arrow, scale and date of the drawing.*
 - ii. *Appropriate identification clearly stating the map is a tentative plat.*
 - iii. *Names and addresses of the landowners, subdivider/partitioner and the engineer, surveyor, land planner or landscape architect responsible for designing.*
 - iv. *The tract designation or other description according to the real estate records of Coos County [Township, Range, Section, Tax Lot Number(s), and Assessor's Tax Account Number(s)].*
 - v. *The boundary line (accurate in scale) of the tract to be divided and approximate acreage of the property.*
 - vi. *Contours with intervals of forty (40) feet or less referred to United States Geological Survey (or mean sea level) datum.*
 - vii. *The names of adjacent subdivisions or the names of recorded owners of adjoining parcels of unsubdivided land.*
 - viii. *The location, widths, and names of existing or platted streets or other public ways (including easements) within or adjacent to the tract, existing permanent*

buildings, railroad rights-of-way and other important features such as section lines, political subdivision boundary lines and school district boundaries.

- ix. Existing sewers, water mains, culverts, drainage ways or other underground utilities or structures within the tract or immediately adjacent thereto, together with pipe sizes, grades and locations indicated.*
- x. Location, acreage and dimensions of land to be dedicated for public use or reserved in the deeds for the common use of property owners in the proposed land division, together with the purpose of conditions or limitations of such reservations, if any.*
- xi. Easements, together with their dimensions, purpose and restrictions on use.*
- xii. Zoning classification of the land and Comprehensive Plan map designation.*
- xiii. Draft of proposed restrictions and covenants affecting the plat.*
- xiv. Predominant natural features such as water courses and their flows, marshes, rock outcropping, and areas subject to flooding, sliding or other natural hazards.*
- xv. A current property report (less than 6 months old) indicating any taxes, assessment or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development. A title report is acceptable.*

b. Subdivisions (must address subsection a & b)

- i. The proposed name of the subdivision must be on the plat.*
- ii. The proposed street pattern or layout showing the name and widths of proposed streets and alleys.*
- iii. Private streets and all restrictions or reservations relating to such private streets.*
- iv. Proposed Subdivision proposed lots, approximate dimensions, size and boundaries. Residential lots shall be numbered consecutively. Lots that are to be used for other than residential purposes shall be identified with letter designations.*
- v. Parks, playgrounds, recreation areas, parkways, and open space for public use, clearly identified.*
- vi. The location of existing or proposed bicycle and/or pedestrian facilities if required under Article VII of this Ordinance.*
- vii. Proposed means and location of sewage disposal and water supply systems.*

3. Development Phasing

a. Subdivisions shall:

- i. provide for platting in as many as three (3) phases. The preliminary plan must show each phase and be accompanied by proposed time limitations for approval of the final plat for each phase.*
- ii. Time limitations for the various phases must meet the following requirements:*
 - 1. Phase 1 final plat shall be approved within twenty-four (24) months of preliminary approval.*
 - 2. Phase 2 final plat shall be approved within thirty-six (36) months of preliminary approval.*
 - 3. Phase 3 final plat shall be approved within forty-eight (48) months of preliminary approval.*

b. Partitions shall:

- i. Provide all phasing for partitions. If phasing is proposed, then road standards for subdivisions shall apply.*
- ii. If a land division is proposed on a property that has been partitioned in the prior three years then the partition shall be reviewed pursuant to subdivision criteria.*

Finding: This section was reviewed prior to deeming the application complete. The application was deemed incomplete on December 3, 2021. The requested information was received on December 3, 2021 and deemed complete as of that day. An application for a land division shall meet the

requirements of the tentative plan prior to setting up the Technical Review Committee to allow for comments and review. The Technical Review Committee Meeting was held on December 15, 2021. Therefore, the proposal is following the schedule.

ii. LAND DIVISION APPROVAL CRITERIA

- *Section 6.2.375 Review of Tentative Plan:*
- 1. *Distribution to Affected Bodies. The Planning Department shall furnish a copy of the tentative plan to all affected special districts and cities which have a coordination agreement with Coos County; and*
- 2. *Within twenty (20) days of postmark, each city, special district and County Department receiving a copy of the tentative plan should submit a written statement to the Planning Department with respect to any matter, information, or recommendation deemed necessary for the applicant's or public's benefit.*
- 3. *The Planning Department shall make copies of all written statements available to the applicant and others interested.*

FINDING: The application was distributed to all affected bodies including special districts and agencies and/or departments that the County has an agreement with. Comments have been summarized below and were provided to the applicant as part of the Technical Review Committee (TRC) and found at Attachment "D".

- Coos County Cartographer, Jorene Smith commented "This one looks okay on my end, however there has been a new Deed recorded the property is now vested : BRITTA OLSON DEMPSEY & SHAUN MICHAEL DEMPSEY, wife and husband by Deed No. 2022-184.As a condition of approval any requirements from the Coos County Assessor's Office must be adhered to.
- Coos County Surveyor, Mike Dado commented "I have no issues with this proposed Land Partition. I believe at the TRC John and I both expressed concerns about access and the steepness of the property. Stephan assured us that there were building sites and access was not an issue."
- Roadmaster, John Rowe commented that the existing topography within Parcel 2 is steep. A new residence will need to meet the requirements of the CCZLDO Chapter VII 7.1425 Access Connection and Driveway Design, Figure 7.425.
- Greg Alton, Regional Onsite Wastewater Specialist commented that "No septic issues I can see. It appears the existing residence is already served by STEP sewage disposal system to the Charleston sanitary District's collection system. Any new development on the newly created lot would also need to connect. Just a note. If their land clearing and site construction footprint are an acre or more DEQ requires a 1200C stormwater construction permit to assist them in controlling erosion and protecting surface waters. Information on the 1200C permit can be found here:

Department of Environmental Quality : 1200 Series Construction Stormwater Permits - General Use : Water Quality Permits : State of Oregon"

- Micah Horowitz, Senior Transportation Planner for Oregon Department of Transportation (ODOT) commented that ODOT does not have any comments.
- Coos Health and Wellness, Richard Hallmark Environmental Health Program Manager did not provide comments.

4. *Planning Director Review.* The Planning Director, after reviewing the tentative plan and comments, may approve, conditionally approve, or disapprove any application. The Planning Director shall take action within forty-five (45) days of the date the application was accepted as complete, unless additional time is deemed necessary to complete the review.

FINDING: The application was received November 4, 2021 and deemed incomplete December 3, 2021 due to missing information. The requested information was received, and the application was deemed complete December 3, 2021. Additional time was necessary to complete the review due to workload.

5. *Criteria for Approval of tentative land division plan*
 - a. *A decision on the tentative land division plan application shall be made and notices shall be processed as required in Chapter 5.0 of this ordinance.*

FINDING: The tentative land division plan is found to comply with the requirements of this article and other articles pertaining to mapping and access with conditions of approval. The decision will be processed accordingly.

- b. *The preliminary subdivision plan shall be approved if the Approving Authority finds the following:*
 - i. *The information required by this Article has been provided;*
 - ii. *The design and development standards this chapter have been met; and*
 - iii. *Applicable transportation standards in chapter VII have been or will be complied with;*
 - iv. *Minimum parcel/lot sizes and requirements have been complied with for the zoning district.*
 - v. *If the preliminary plan provides for development in more than one phase, the Approving Authority makes findings and conclusions that such phasing is necessary due to the nature of the development, and that the applicant will be able to comply with the proposed time limitations.*

FINDING: The minimum street frontage of 30 feet, and minimum lot width and depth of 50 feet has been met for all parcels. The minimum lot size is 5000 square feet for properties that have public water and sewer, and 8000 square feet for properties that have public water but no public sewer, all parcels will exceed these minimum lot sizes, the tentative partition shows the parcels will retain .78(33,976 sq. ft) and .58 acres (25,264 sq. ft). The assessment information does not correlate with the tentative partition acreage, staff has made a condition of approval for clarification. This is not a phased partition.

- c. *In granting tentative approval, the Approving Authority may impose conditions of approval deemed necessary to carry out the Comprehensive Plan and the provisions of this ordinance. Such conditions may include the construction of offsite public improvements, or money equivalent, deemed necessary, either immediately or in the future, as a result of the proposed development and shall be reasonably conceived to fulfill public needs emanating from the proposed development in the following respects:*
 - i. *Protection of the public from the potentially deleterious effects of the proposed development;*
or
 - ii. *Fulfillment of the need for public service demands created by the proposed development.*

FINDING: The application has been conditioned to ensure the proposal complies with the Coos County Comprehensive Plan and Implementing Ordinance.

6. *Conditional Approval.* The Planning Director may impose special conditions upon the approval of a tentative plan when it is established that such conditions are necessary to protect health, safety or welfare. Conditions may include but are not limited to the following:

- a. roadway and plat design modifications;
- b. utility design modifications;
- c. conditions deemed necessary to provide safeguards against documented geologic hazards;
- d. other conditions deemed necessary to implement the objectives of the Comprehensive Plan.

Finding: The table below provides the requirements for roadways serving two (2) dwellings. The roadway must meet the below requirements.

MINIMUM STANDARDS FOR NEW ROADS AND DRIVEWAYS IN URBAN TABLE 7.2B

Classification of Roadway	Figure # Typical Cross-section	Minimum Right-of-Way Width	Minimum Sub grade Width	All-Weather Travel Surface	Intersections			Maximum Grade	Sidewalks Min Width	Curb Width	Min Access Spacing	Construction	
					Min Acute Angle	Min Tangent Adjacent	Min Centerline Offset					Base Aggregate	Paving Asphalt Concrete Depth
Roadways serving 2 to 3 dwellings	6	40'	16'	12'	60 Deg	50'	150'	18% Max	-	-	500'	4"	2" Optional

7. *Effective Date. Unless the action of the Planning Director is appealed, the action shall be effective upon the expiration of the appeal period pursuant to Article 5.8. Following approval of a tentative plan, the applicant may proceed with preparation of any required construction drawings. Development as per the tentative plan may yet be subject to approval of the supplemental information as required by Section 6.5.250(5) and approval of construction drawings as required by Section 6.5.350. [OR-92-07-012PL]*

Finding: The effective date for this tentative approval will be February 10, 2022 unless an appeal is received.

6. *Duration of Preliminary Subdivision Plan Approval*

- a. *Approval of a preliminary subdivision plan shall be valid for twenty-four (24) months from the date of approval of the preliminary plan, provided that if the approved preliminary plan provides for phased development, the approval shall be valid for the time specified for each phase. Each phase shall be valid for an additional twenty-four (24) months from the date of approval of the preliminary plan. For example, if there were three phases each phase has 24 months from the date of the decision of the prior phase (decision of the first phase was on 10/11/13 then phase two has until 10/11/15 and phase three would have until 10/11/17 to be completed). An applicant may choose to set a lesser time limit, but this represents the maximum time allowed for phasing.*
- b. *If any time limitation is exceeded, approval of the tentative plan, or of the phase of the preliminary tentative plan, and any subsequent phases, shall be void. Any subsequent proposal by the applicant for division of the property shall require new Administrative Action.*

7. *Granting of Extensions.*

- a. *An applicant may request an extension of the validity of a tentative land division plan approval or, if the preliminary plan provides for phased development, an extension of the validity of a tentative approval with respect to the phase the applicant is then developing. Such request shall be considered a Ministerial Action and shall be submitted to the Director, in writing, prior to expiration of such approval, stating the reason why an extension should be granted.*
- b. *The Director may grant an extension of up to twelve (12) months in the validity of a tentative plan approval or, if the tentative plan provides for phased development, an extension of up to twelve (12) months in the validity of a tentative plan approval with respect to the phase then being developed, if it is determined that a change of conditions, for which the applicant was not responsible, would prevent the applicant from obtaining final plat approval within the original time limitation.*

Finding: This land division is not a phase partition and shall be valid for two (2) years from the effective date. The final partition plat shall be filed on or before this two (2) year time period expires. If the applicant is unable to complete the conditions of approval and file, the final partition prior to the expiration an extension can be applied for. Extensions are valid for twelve (12) months.

- **Section 6.2.400 Access in Conjunction with a Land Division:**

All access shall conform to the provisions under Article 6.2 and Chapter VII.

- **Section 6.2.475 Access:**

Each unit of land proposed to be created shall have access by way of a County road except as provided below:

- 1. Local Access Road: A unit of land created by subdivision or partitioning may have access by way of an existing local access road provided:*
 - a. The local access road was open to public use on January 1, 1986.*
 - b. Use of the local access road is not restricted by adopted policies of the Comprehensive Plan.*
 - c. The local access road is constructed to the private road standard contained in Article VII. However, if the road will, or could in the future, provide service to more than three (3) units of land in an urban unincorporated area or more than ten (10) units of land in a rural residential area, the finished top surface width shall be a minimum of 18 feet and turnouts shall not be required.*
 - d. If the Approving Authority determines that the existing development pattern, topography, physical characteristics of the land, applicable land use regulations, or other circumstances affecting the area served by the local access road prevent the road from being used to provide access to more than three (3) units of land in an urban unincorporated area or more than ten (10) units of land in a rural residential area, the Approving Authority may allow the local access road to be constructed to the same standards that are required for private roads, pursuant to Article VII.*
 - e. Additional right-of-way is provided along the frontage of the subject property when such is required to meet the minimum right-of-way requirements for a County road.*
 - f. The applicant agrees to participate in a private maintenance program for the local access road and executes any documents required by the Approving Authority to insure such participation.*
 - g. The applicant agrees to participate in any local improvement district which may be formed under ORS 371.605 to 371.660 or the Coos County Local Assessment Ordinance to improve the local access road to County Road standards. The applicant shall execute any documents required by the Approving Authority, including a waiver of remonstrance, to insure such participation.*
- 2. In addition to the requirements above, approval of a subdivision served by a local access road shall require:*
 - a. All interior streets in the subdivision that require dedication shall be built to the County standard such that they may be incorporated into the County road maintenance system.*
 - b. The subdivision shall be subject to adequate restrictive covenants or other similar device which require interior streets to be maintained by lot owners in accordance with County standards. Such restrictive covenants shall be enforceable by the County.*
- 3. Any access approval request under this section shall be reviewed to assure that no development occurs in known natural hazard areas without appropriate safeguards. The Planning Director or designee may condition its approval of a request on the provision of such safeguards, or otherwise condition approval of such requests to insure compatibility with the objectives of this ordinance, and the Coos County Comprehensive Plan.*

FINDING: The access for all parcels will be through Coos County Road Sea Spray Drive, which is privately maintained.

- **Section 6.2.500 Easements:**

Easements may include but are not limited to the following:

1. *Private Road Access information is found in Chapter VII (Roads or Streets).*
2. *Utility Easements. Easements including but not limited to sewers, water mains and electrical lines shall be at least fifteen (15) feet wide, except for utility pole tieback easements which may be reduced to six (6) feet in width.*
3. *Pedestrian and Bicycle Ways. When necessary for public convenience, safety or if designated on an adopted County or State recreation or transportation system plan, the County Planning Director will require a developer of a subdivision, PUD, and office park complex to dedicate to the public, public access easements ten (10) feet in width. Said easements may be deemed necessary to provide access:*
 - a. *through unusually long or oddly shaped lots or parcels;*
 - b. *to schools, parks, or other public areas;*
 - c. *for pedestrian travel adjacent to streets;*
 - d. *to water bodies or other natural amenities;*
 - e. *between streets or cul-de-sacs; or*
 - f. *between office structures and through parking facilities.*
4. *Slope Easements. Necessary when right-of-way slope construction extends outside of the normal right-of-way.*

Finding: The proposed access to all parcels is through the proposed Coos County Public, privately maintained Sea Spray Drive.

There is no proposed pedestrian or bicycle path as part of this request and the county does not find it is necessary for convenience, safety or and this area is not adopted as part of the State recreational or transportations system plan for these types of improvements.

Therefore, based on staff's review the above criteria have addressed the access and easement criteria.

- **Section 6.2.525 Lots and Parcels:**

1. *Lot and parcel sizes shall meet the minimum lot sizes as established by the applicable zoning district.*
2. *Within an Urban Growth Boundary, no lot area, yard, offstreet parking and loading area or other open space which is required by this Ordinance for one use shall be used as the required lot area, yard or other open space for another use, such as utility easements, access easements, road and street right-of-ways or septic drain fields.*
3. *Outside of the urban growth boundary no lot area, yard, offstreet parking and loading area or other open space which is required by this ordinance for one use shall be used as the required lot area, yard or other open space for another use. This does not include utility easements, private road access easements or septic drainfields; but does include all public road and street right-of-ways.*
4. *Panhandle lots or parcels shall be an acceptable method of land division. More than two contiguous panhandles (as opposed to the panhandle "lots" themselves) shall not be permitted. Where two panhandles are contiguous, the County may require easements and construction of an access road. Panhandles are also referred to flag lots.*

5. *Dimensional Standards. The property will comply with development standards set out in the applicable zoning districts.*

Finding: This property is zoned Urban Residential-2 (UR-2) and contains approximately 2.48 acres according to the assessment information. The Tentative Partition Plat only accounts for 1.33 acres, Parcel 1 with .85 acres and Parcel 2 with .58 acres. Staff needs clarification on the property's acreage, as a condition of approval staff needs verification via a survey of the acreage of both newly created parcels. The minimum lot size within the UR-2 zone is 5000 square feet for properties that have public water and sewer, and 8000 square feet for properties that have public water but no public sewer. All Parcels will exceed the minimum lot size for the zoning district; according to the tentative plan all parcels will retain .85 acres, which is 37,023 square feet. This property also contains a small portion of Coos Bay Estuary Management Plan 62-Urban Development, this zoning follows the same minimum lot size as the Urban Residential-2 zoning district.

This property has both public water through Coos Bay North Bend Water Board and sewer through Charleston Sanitation.

The property is not within the Urban Growth Boundary; and does not require any lot area, yard, off street parking, loading or any other type of open space for this partition.

There are no developed sidewalks, bike lanes or storm water drains developed in this area.

The General Siting Standards listed in Coos County Zoning and Land Development Ordinance Section 4.3.225(4) states that new lots or parcels must meet the street frontage, lot width, lot depth and lot size. The minimum lot width and depth of 50 feet has been met for all parcels. All parcels meet the minimum street frontage of 30 feet.

- ***Section 6.2.550 Improvement Specifications:***

Improvements shall conform to the following standards:

1. *Proof of an adequate supply of potable water. Water supply systems, both public and private, shall conform to the requirements of state law. Adequate water supply may be accomplished with storage tanks. Water requirement of Section 6.2.800(3).*
2. *Sewage disposal systems, both public and private, shall conform to the requirements of state law.*
3. *Grading shall be performed, and drainage facilities installed (i.e. French drains, catch basins, etc.) as is necessary to provide proper drainage within the partitioned area.*
4. *The installation of storm sewers may be required where necessary to insure proper drainage, to conform to an established or proposed drainage system or to eliminate threat to the public health and safety.*
5. *Streets or roads shall conform to the improvement standards stated in Chapter VII of this Ordinance. The county may deny, approve or approve with conditions a development proposal in order to minimize impacts to and protect transportation facilities. Any application that is expected to impact the state highway system must be provided to the Oregon Department of Transportation for their review and comment regarding conformance with state access management and mobility standards.*
6. *Sidewalks of an all-weather material not less than five (5) feet in width, nor more than eight (8) feet in width shall be constructed as close to the center of pedestrian and bicycle ways as practical, when required.*
7. *Erosion prevention. When necessary to prevent erosion all cuts and fills and other graded areas shall be protected from erosion by appropriate seeding or planting of grass shrubs, trees or other soil stabilizing vegetation. (OR 98-12-009PL)*

Finding: Proof of an adequate supply of potable water was submitted with the application, a letter from the Coos Bay North Bend Water Board was submitted stating that the property has adequate supply of potable water. A letter was also provided from Charleston Sanitation stating that the property is within the Charleston Sanitation service district. All parcels are required to hook up to Coos Bay North Bend Water Board and Charleston Sanitation at time of development.

No drainage issues have been identified on this property. A grading and storm water plan are not required at this time; however, grading, drainage, and erosion prevention may be required if and when new development takes place.

Sidewalks are not required as part of this partition.

Therefore, the criterion for a tentative plan has been met.

iii. **TRANSPORTATION, ACCESS AND PARKING**

• ***SECTION 7.1.225 authority & Responsibility for Determining Compliance with this Chapter:***

The Coos County Roadmaster has the authority to impose any conditions on any permit required by Chapter VII that is deemed necessary to meet the standards of the American Association of State Highway and Transportation Officials (AASHTO standards) or make the road safe for travel. The Coos County Roadmaster may modify the minimum standards if it is found that the lesser standard is compatible with the area.

The Coos County Roadmaster shall be responsible for determining compliance with the provisions of this chapter. When road and driveway improvements are required by this ordinance, the Roadmaster shall provide the Planning Director with written notice when the provisions of this chapter have been satisfied with respect to an application and/or any other matter under review.

If discretion is used to determine a standard or modification of a standard, then a notice of administrative approval will be mailed and is appealable.

Finding: The Coos County Roadmaster commented that a new residence will need to meet the requirements of CCZLDO Chapter VII 7.1.425 Access Connection and Driveway Design, Figure 7.425.

REQUIREMENTS:

A notice of decision will be provided to property owners within 100 feet of the subject properties and the following agencies, special district, or parties: Coos Bay/North Bend Water Board, Coos Bay School District, Oregon International Port of Coos Bay and Charleston Rural Fire Department.

The following will receive the decision and all attachments: Property Owners and Applicant; Applicant's Surveyor; Board of Commissioners; Planning Commission; Department of Land Conservation and Development; County Road Department; County Surveyor; County Assessor; and Oregon Department of Transportation.

Exhibit "D"
Comments



COOS COUNTY SURVEYOR
250 N. Baxter Street, Coquille, Oregon 97423

Michael L. Dado
541-396-7586
Email coosurvey@co.coos.or.us

February 10, 2022

To: Crystal Orr

Re: Land Partition P-21-005
Britta Dempsey
26-14- 01DB, TL 1800

Crystal,

I have no issues with this proposed Land Partition. I believe at the TRC John and I both expressed concerns about access and the steepness of the property. Stephan assured us that there were building sites and access was not an issue. I have no further comments at this time.
Thank you

Very truly yours

Michael L. Dado



PUBLIC WORKS

ROAD - SOLID WASTE

250 N Baxter Street, Coquille, Oregon 97423

(541) 396-7665

FAX (541) 396-1023

JOHN ROWE

Director / Roadmaster

December 29, 2021

Jill Rolfe
Planning Director

Re: Tentative Plat Review – Partition P-21-005
T26S, R14W, Section 1DB TL 1800
Applicant: Lafe Olson

Comments

Existing topography in Parcel 2 is steep. A new residence will need to meet the requirements of the CCZLDO Chapter VII 7.1.425 Access Connection and Driveway Design, Figure 7.425.

Thank you

John Rowe
Roadmaster

Hi Crystal,

Thanks for asking. No septic issues I can see. It appears the existing residence is already served by STEP sewage disposal system to the Charleston sanitary District's collection system. Any new development on the newly created lot would also need to connect. Just a note. If their land clearing and site construction footprint are an acre or more DEQ requires a 1200C stormwater construction permit to assist them in controlling erosion and protecting surface waters. Information on the 1200C permit can be found here:

[Department of Environmental Quality : 1200 Series Construction Stormwater Permits - General Use : Water Quality Permits : State of Oregon](#)

Take Care, Greg

Gregory H Alton
Regional Onsite Wastewater Specialist
381 N 2nd St
Coos Bay, OR 97420
541-269-2721 Ext. 225



Crystal,

This one looks okay on my end, however there has been a new Deed recorded the property is now vested : BRITTA OLSON DEMPSEY & SHAUN MICHAEL DEMPSEY, wife and husband by Deed No. 2022-184.

Thank you,

Jorene Smith

Jorene Smith
Cadastral Cartographer
Coos County Assessors Office
Phone: (541)396-7908
Fax: (541)396-1027
Email: jjsmith@co.coos.or.us
<http://www.co.coos.or.us/Departments/Assessors.aspx>

Not Legal Advice: I am not an attorney and I am not permitted to give legal advice. Nothing in this communication is intended to provide legal advice and you should not interpret the contents as such.

Exhibit "E"
Application



Coos County Land Use Permit Application
 SUBMIT TO COOS COUNTY PLANNING DEPT. AT 60 E. SECOND 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:

Date Received: _____ Receipt #: _____ Received by: _____

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) Britta Dempsey

Mailing address: 1457 North Franklin Place, Milwaukee, WI 53202

Phone: 703-955-6805 Email: runtheworld@me.com

Township:	Range:	Section:	¼ Section:	1/16 Section:	Tax lots:
<u>26S</u>	<u>14W</u>	<u>1</u>	<u>D</u>	<u>B</u>	<u>1800</u>
Select	Select	Select	Select	Select	

Tax Account Number(s): 563418 Zone: Select Zone Urban Residential-2 (UR-2)
 Tax Account Number(s) _____ Please Select _____

B. Applicant(s) Estabrook Land Surveying, Inc.

Mailing address: PO Box 574, Lakeside, OR 97420

Phone: 541-294-6915

C. Consultant or Agent: Stephan stys

Mailing Address 306 N 8th Street, Coos Bay, OR 97420

Phone #: 541-294-6915 Email: estabrooksurveying@gmail

Type of Application Requested

- | | | |
|--|--|---|
| <input type="checkbox"/> Comp Plan Amendment | <input type="checkbox"/> Administrative Conditional Use Review - ACU | <input checked="" 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: Coos Bay - North Bend Water Board Sewage Disposal Type: Charleston Sanitation
 School District: Coos Bay Fire District: Charleston RFPD

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 contulant.

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](#)

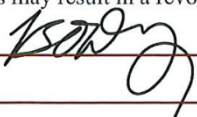
D. ATTACHED WRITTEN STATEMENT. With all land use applications, the “burden of proof” is on the applicant. It is important that you provide information that clearly describes the nature of the request and indicates how the proposal complies with all of the applicable criteria within the Coos County Zoning 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 referred 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. Signatures required below for application processing.



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: 63416 Seaspray Drive, Coos Bay, OR 97420

Type of Access: Public Road Name of Access: Seaspray Drive

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 designee to enter the property to determine compliance with Access, Parking, driveway and Road Standards. Inspections should be made by calling the Road Department at 541-396-7660

Coos County Road Department Use Only

Roadmaster or designee: _____

Driveway Parking Access Bonded Date: _____ Receipt # _____

File Number: DR-21-

ADDRESS OF DRIVEWAY #1 CLOSEST TO YOUR
NEW DRIVEWAY: 63416 Seaspray Drive, Coos Bay, OR 97420

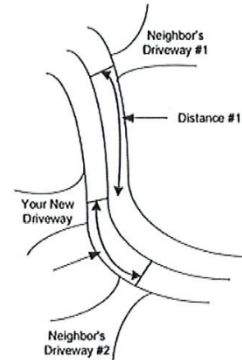
DISTANCE FROM DRIVEWAY #1 TO YOUR NEW
DRIVEWAY: 90 feet

Is this driveway on the same side of the road as your
Driveway: Yes

ADDRESS OF DRIVEWAY #2 CLOSEST TO YOUR
NEW DRIVEWAY: _____

DISTANCE FROM DRIVEWAY #2 TO YOUR NEW
DRIVEWAY: 150 feet

Is this driveway on the same side of the road as your
Driveway: No



The distance information is important from your new driveway to the closest driveways on either side of you (doesn't matter which side of the road) and what the addresses are to those two driveways. This information is important to include in the formula used to calculate the correct address.

Staff from the County Road Department will place the stake and once the driveway stake has been placed, it must not be moved. If your stake is removed or damaged you may purchase replacements.

Additional Notes or directions:

This application is not required.

SANITATION INFORMATION

If this is a request for a recreational, commercial, industrial, vacation rental, manufactured home park, mass or small gathering Coos Health and Wellness, Environmental Health Staff will be reviewing the proposal to ensure the use meets environmental health standards for sanitation and water requirements to serve the facility. If the proposal indicates that you are using a community water system a review may be required. A fee is charged for this service and shall be submitted with the application \$83.00. If you have questions about regulations regarding environmental health services please call 541-266-6720. This form is required to be signed off for any type of subdivision, recreational, commercial, industrial, vacation rental, manufactured home park, mass or small gathering.

Water Service Type: Coos Bay-North Bend Water Board Sewage Disposal Type: Charleston Sanitation

Please check if this request is for industrial, commercial, recreational or home base business use and complete the following questions:

- How many employees/vendors/patrons, total, will be on site?
- Will food be offered as part of the an on-site business?
- Will overnight accommodations be offered as part of an on-site business?
- What will be the hours of operation of the business?

Please check if the request is for a land division.

Coos County Environmental Health Use Only:

Staff Reviewing Application: _____

Staff Signature: _____

- This application is found to be in compliance and will require no additional inspections
- This application is found to be in compliance but will require future inspections
- This application will require inspection prior to determining initial compliance. The applicant shall contact Coos Health and Wellness, Environmental Health Division to make an appointment.

Additional Comments:

Coos County Planning
Land Division Supplemental Application

VI. Additional Information Required –

1. Lien holder(s) name: *Mortgage Electronic Registration Systems, Inc.*
2. List of Easements and type:
Step system maintenance agreement and easement
3. Covenants or Deed Restrictions that apply:
None.
4. Legal Access and maintenance agreements:
Step system maintenance agreement and easement
5. Is the subject property part of an existing plat (partition or subdivision) Yes, answer the following:
 - a. What year was the plat recorded; and
 - b. Was it part of a partition or subdivision? Remember if property that has been partitioned or was part of a partition within the prior three years then the partition shall be reviewed pursuant to subdivision criteria.
6. Does the property current have water, sewer or on-site septic, Development?
7. Is the applicant requesting the Planning Director to waive the water requirements yes no, and if yes please explain why.
8. Are there natural hazards that apply to this property? *Select One* *A portion has flood hazard.*
There almost completely mapped as high landslide hazard.
9. Is any portion of this property located within the Coastal Shoreland Boundary or Estuary? If so this shall be indicated on the plat. If within a CSB there will be additional site development criteria that apply. *Select One* *Yes, Coos Bay Estuary Management Plan*
10. Is this property with the Beaches and Dunes? If so, this feature shall be identified and a noted that additional criteria may apply. *Select One*
No.

VII. General Outline of process – If there is missing information the application will be deemed incomplete. The following is a general outline of the process for the review of land divisions in Coos County:

- a. Application is filed and reviewed for completeness pursuant to §5.0.200;
- b. Technical Review Committee (TRC) reviews tentative plans within 30 days from the date the application has been deemed complete. The Planning Director may extend this timeline if needed;

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

COMPLETED BY STAFF	
Received By: <u>MB</u>	<input type="checkbox"/> COMP PLAN AMENDMENT
Date Submitted: <u>11/4/21</u>	<input type="checkbox"/> ZONE CHANGE
Application No.: <u>P-21-005</u>	<input type="checkbox"/> TEXT AMENDMENT
Fee: <u>1530⁰⁰</u>	<u>CONDITIONAL USE REVIEW</u>
Fee Paid: <u>1530⁰⁰</u>	<input type="checkbox"/> HEARINGS BODY
Receipt No.: <u>228677</u>	<input type="checkbox"/> ADMINISTRATIVE
	<input type="checkbox"/> VARIANCE
	<input type="checkbox"/> LAND DIVISION *
	<input type="checkbox"/> HAZARD REVIEW *
	<input type="checkbox"/> FARM OR FOREST REVIEW *
	<input type="checkbox"/> FAMILY/MEDICAL HARDSHIP*
	<input type="checkbox"/> HOME OCCUPATION/COTTAGE INDUSTRY
	*Supplemental Application required
	STAFF NOTES:

Please type or clearly print all of the requested information below. Please be sure to include any supplemental application for if required.

I. APPLICANT

Name: Stephan Stys
Mailing Address: 300 N 8th St.
City Coos Bay State OR Zip 97420
Daytime Phone 541-294-6915
Email: estabrooksurveying@gmail.com

II. OWNER(S)

Name: Lale Olson and Britta Dempsey
Mailing Address: 90848 Libby Lane
City Coos Bay State OR Zip 97420
Daytime Phone 316-612-8811
Email: laleo50@gmail.com

III. PROPERTY - If multiple properties are part of this review please check here and attached a separate sheet with property information.

Location or Address: 63416 Sea Spray Dr., Coos Bay, OR 97420
No. Acreage 2.48 Ac Tax Acct. 563413
Township: 26 Range: 14 Section: 1 1/4 Section: D1/16 Section: B Tax lot: 1800

Zone: UR-2

Water Service Type:

Coos Bay - North Bend Water Board

Sewage Disposal Type:
Charleston Sanitary District

School District:
Coos Bay - District #9

Fire District:
Charleston RFPD

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

To partition the property into 2 parcels


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

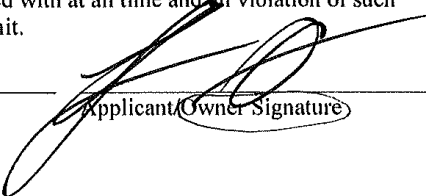
Application Check List: Please make off all steps as you complete them.

- A. A written statement of intent, attached to this application, with necessary supporting evidence which fully and factually describes the following:
 - 1. A complete explanation of how the request complies with the applicable provisions and criteria in the Zoning Ordinance. A planner will explain which sections of the Ordinance pertain to your specific request. You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete.
 - 2. A description of the property in question, including, but not limited to the following: size, vegetation, crops grown, access, existing buildings, topography, etc.
 - 3. A complete description of the request, including any new structures proposed.
 - 4. If applicable, documentation from sewer and water district showing availability for connection.
- B. A plot plan (map) of the property. Please indicate the following on your plot plan:
 - 1. Location of all existing and proposed buildings and structures
 - 2. Existing County Road, public right-of-way or other means of legal access
 - 3. Location of any existing septic systems and designated repair areas
 - 4. Limits of 100-year floodplain elevation (if applicable)
 - 5. Vegetation on the property
 - 6. Location of any outstanding physical features
 - 7. Location and description (paved, gravel, etc.) of vehicular access to the dwelling location
- C. A copy of the current deed, including the legal description, of the subject property. Copies may be obtained at the Coos County Clerk's Office.

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

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


Applicant/Owner Signature


Applicant/Owner Signature

- c. Planning Director makes a decision unless subject to limited land use notice. If subject to limited land use notice pursuant to Article 5.0 a notice of decision will be mailed out within seven days of the expiration of the limited land use notice;
- d. Applicant submits construction drawings for any new public roads or access easements to the Roadmaster. The County Roadmaster reviews construction drawings and applicable specifications for public roads and access easements;
- e. Applicant constructs or bonds for required improvements;
- f. County Roadmaster inspects construction unless improvements are bonded;
- g. Applicant submits final plat after all conditions of approval have been completed;
- h. Planning Department coordinates review of final plat by affected County Departments;
- i. Board of Commissioners reviews final plats for subdivisions and for partitions proposing public dedications;
- j. Planning Director reviews final plats for partitions not proposing public dedications; and
- k. If the final plat is approved, the applicant shall comply with Section 6.2.825 and file the plat with the County Clerk. (OR 92-07-012PL)

VIII. SECTION 6.2.350 TENTATIVE PLAT REQUIRMENTS (Tentative Plan):

- 1. Application Requirements
 - a. An application and a tentative plat for approval shall be initiated as provided in Section 5.0.150 of this ordinance.
 - b. The applicant shall file with the Director the original and four (4) additional copies of the tentative map on 11" X 17" paper for partitions and 18" x 24" paper for subdivisions.
 - c. The tentative plat shall be clearly and legibly drawn. It shall show all required information to scale so that the Approving Authority may have an adequate understanding of what is proposed. Under ordinary circumstances, the scale shall use a typical engineer scale (example 1" = 50').
 - d. If the tentative plat requirements have not been met the application will be deemed incomplete until the maps have been correct and at that time the Technical Review Committee meeting will be scheduled.
- 2. Information required for tentative plat.
 - a. All Land Divisions
 - North arrow, scale and date of the drawing.
 - Appropriate identification clearly stating the map is a tentative plat.
 - Names and addresses of the landowners, subdivider/partitioner and the engineer, surveyor, land planner or landscape architect responsible for designing.
 - The tract designation or other description according to the real estate records of Coos County [Township, Range, Section, Tax Lot Number(s), and Assessor's Tax Account Number(s)].
 - The boundary line (accurate in scale) of the tract to be divided and approximate acreage of the property.
 - Contours with intervals of forty (40) feet or less referred to United States Geological Survey (or mean sea level) datum.
 - The names of adjacent subdivisions or the names of recorded owners of adjoining parcels of unsubdivided land.
 - The location, widths, and names of existing or platted streets or other public ways (including easements) within or adjacent to the tract, existing permanent buildings, railroad rights-of-way and other important features such as section lines, political subdivision boundary lines and school district boundaries.

- Existing sewers, water mains, culverts, drainage ways or other underground utilities or structures within the tract or immediately adjacent thereto, together with pipe sizes, grades and locations indicated.
 - Location, acreage and dimensions of land to be dedicated for public use or reserved in the deeds for the common use of property owners in the proposed land division, together with the purpose of conditions or limitations of such reservations, if any.
 - Easements, together with their dimensions, purpose and restrictions on use.
 - Zoning classification of the land and Comprehensive Plan map designation.
 - Draft of proposed restrictions and covenants affecting the plat if applicable. If not applicable indicate that on the form. *NA*
 - Predominant natural features such as water courses and their flows, marshes, rock outcropping, and areas subject to flooding, sliding or other natural hazards.
 - Applicable natural hazards may be verified with planning staff.
 - A current property report (less than 6 months old) indicating any taxes, assessment or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development. A title report is acceptable.
- b. Subdivisions – Shall include the following additional information:
- The proposed name of the subdivision must be on the plat.
 - The proposed street pattern or layout showing the name and widths of proposed streets and alleys.
 - Private streets and all restrictions or reservations relating to such private streets.
 - Proposed Subdivision proposed lots, approximate dimensions, size and boundaries. Residential lots shall be numbered consecutively. Lots that are to be used for other than residential purposes shall be identified with letter designations.
 - Parks, playgrounds, recreation areas, parkways, and open space for public use, clearly identified.
 - The location of existing or proposed bicycle and/or pedestrian facilities if required under Article VII of this Ordinance.
 - Proposed means and location of sewage disposal and water supply systems.
3. Development Phasing
- a. Subdivisions shall:
- i. provide for platting in as many as three (3) phases. The preliminary plan must show each phase and be accompanied by proposed time limitations for approval of the final plat for each phase.
 - ii. Time limitations for the various phases must meet the following requirements:
 - 1. Phase 1 final plat shall be approved within twenty-four (24) months of preliminary approval.
 - 2. Phase 2 final plat shall be approved within thirty-six (36) months of preliminary approval.
 - 3. Phase 3 final plat shall be approved within forty-eight (48) months of preliminary approval.
- b. Partitions shall:
- i. Provide all phasing for partitions. If phasing is proposed then road standards for subdivisions shall apply.
 - ii. If a land division is proposed on a property that has been partitioned in the prior three years then the partition shall be reviewed pursuant to subdivision criteria.

IX. Criteria: The following criteria will need to be addressed:

- a. A decision on the tentative land division plan application shall be made and notices shall be processed as required in Chapter 5.0 of this ordinance.
- b. The preliminary plan shall be approved if the Approving Authority finds the following:
 - i. The information required by this Article has been provided;
 - ii. The design and development standards of Chapter 6 have been met;
 - iii. Applicable transportation standards in chapter VII have been or will be complied with;
 - iv. Minimum parcel/lot sizes and requirements have been complied with for the zoning district.
 - v. If the preliminary plan provides for development in more than one phase, then Approving Authority makes findings and conclusions that such phasing is necessary due to the nature of the development, and that the applicant will be able to comply with the proposed time limitations.
 - vi. In granting tentative approval, the Approving Authority may impose conditions of approval deemed necessary to carry out the Comprehensive Plan and the provisions of this ordinance. Such conditions may include the construction of offsite public improvements, or money equivalent, deemed necessary, either immediately or in the future, as a result of the proposed development and shall be reasonably conceived to fulfill public needs emanating from the proposed development in the following respects:
 - i. Protection of the public from the potentially deleterious effects of the proposed development; or
 - ii. Fulfillment of the need for public service demands created by the proposed development.
- c. Conditional Approval. The Planning Director may impose special conditions upon the approval of a tentative plan when it is established that such conditions are necessary to protect health, safety or welfare. Conditions may include but are not limited to the following:
 - i. roadway and plat design modifications;
 - ii. utility design modifications;
 - iii. conditions deemed necessary to provide safeguards against documented geologic hazards; and/or
 - iv. Other conditions deemed necessary to implement the objectives of the Comprehensive Plan.

Statement of Intent

The intention of this application is to partition the subject property into three parcels. This property is approximately 1.36 acres and generally hilly with two landing which appear to be suitable for development. The NRCS soil survey describes the soil as a sandy loam with 30 to 50 percent slopes. The proposed partition is approved by the Coos Bay-North Bend Water Board to receive water and the Charleston Sanitary district to connect to the sewer. The property is lightly wooded with the underbrush cleared.

This complies with all UR-2 requirements.

"The purpose of the "UR-2" district is to provide for urban residential areas that are designed to accommodate single family dwellings, mobile homes and two family dwellings. Clustered planned unit developments, including multi-family dwellings, are consistent with the objectives of the "UR-2" district. The "UR-2" district shall only be used within Urban Growth Boundaries and Urban Unincorporated Community boundaries."

The long term goal for the properties is to construct a home or multi-family dwelling on each property.

SECTION 4.3.230 ADDITIONAL SITING STANDARDS

This section has specific siting standards and criteria set by the zoning district for USES, ACTIVITIES and DEVELOPMENT:

- (1) *Urban Residential (UR)* – The following siting standards apply to all USES, activities and development in the UR zoning districts: (a) Minimum Lot size: i. The following minimum lot sizes shall apply:
 - 1. Site having neither public water or public sewer – one acre. **NA**
 - 2. Sites having public water, but no public sewer – 8000 square feet. **NA**
 - 3. Sites having both public water and public sewer – 5000 square feet, except a two family duplex which requires 8000 square feet. **The parcels will be 34,000 and 25,300 sf.**
 - 4. Dwelling unit density shall not exceed one unit per minimum lot size, except each additional attached dwelling unit requires 1200 additional square feet above the minimum lot size. **This is the intention.**
 -
 -
- (b) Setbacks: i. Front Setback: 20 feet. **This will work.**
- ii. Side and Rear Set-Back: The side and rear setback shall be a minimum of 5 feet unless the side or rear yard is adjacent to a street or road (corner lot) the minimum setback shall be 15 feet from that street or road. **This will work.**
- iii. Setback exception – Front yard setback requirements of this Ordinance shall not apply in any residential district where the average depth of existing front yards on developed lots within the same zoning district block, but no further than 250 feet from the exterior side lot lines of the

lot and fronting on the same side of the street as such lot, is less than the minimum required front yard building setback. In such cases the front yard setback requirement on any such lot shall not be less than the average existing front yard building setback. **This will work.**

— (c) Building Height - Maximum Building height is 35 feet. However, spires, towers, domes, steeples, flag poles, antennae, chimneys, solar collectors, smokestacks, ventilators or other similar objects may be erected above the prescribed height limitations, provided no usable floor. **The structures will be no taller than this.**

— (d) Density or Size limits - i. Dwelling density shall be no more than one dwelling per lawfully created parcel unless otherwise provided for by this ordinance. **This is the intention.**

— ii. If lawfully created parcels are less than one acre in size and not served by a public sewer then Department of Environmental Quality, State Building Codes and Oregon Department of Water Resources should be consulted by the developer prior to seeking a land use authorization to construct a dwelling as there may be development limitations. **NA**



360621035785

Remit Payment To:
Ticor Title Company of Oregon
10151 SE Sunnyside Rd. Suite 300
Clackamas, OR 97015
Phone: (541)269-5127 Fax: (541)269-7583
Due upon receipt

INVOICE

Lafe Olson
90848 Libby Lane
Coos Bay, OR 97420

Order Number: 360621035785

Invoice Date: 5/12/2021
Invoice Number: 360621035785-1
Operation: 02743.470028

Buyer/Borrower(s):
Title Officer: John Beaver

Sales Rep: TT Coos House

Property Description (1):
63416 Seaspray Drive, Coos Bay, OR 97420

Bill Code	Description	Amount
OER	OAE	300.00
Invoice total amount due:		\$300.00

Thank you for the opportunity to serve you.
Please return a copy of this invoice with your payment

Ticor Title Company of Oregon
Order No. 360621035785



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"): Lafe Olson
90848 Libby Lane
Coos Bay, OR 97420

Customer Ref.: _____
Order No.: 360621035785
Effective Date: August 5, 2021 at 12:00 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:

Lafe S. Olson and Britta Dempsey, not as tenants in common, but with rights of survivorship

Premises. The Property is:

(a) **Street Address:**

63416 Seaspray Drive, Coos Bay, OR 97420

(b) **Legal Description:**

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

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances
(Ver. 20161024)

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. Regulations, levies, liens, assessments, rights of way and easements of Charleston Sanitary District.
2. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, alleys and highways.
3. 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 Joe Ney Slough.

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 Joe Ney Slough.

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 Joe Ney Slough.

4. Rights of the public, riparian owners and governmental bodies in that portion of the subject land lying in wetlands.
5. Step System Maintenance Agreement and Easement, including the terms and provisions thereof,

Executed by: Robert B. Moore, Jr. and Francine Ann Moore and the Charleston Sanitary District
Recording Date: July 25, 1988
Recording No.: 88-07-1549

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

Amount: \$189,000.00
Dated: November 28, 2017
Trustor/Grantor: Lafe S Olson
Trustee: Ticor Title
Beneficiary: Mortgage Electronic Registration Systems, Inc. has been appointed as nominee for Umpqua Bank
Recording Date: December 7, 2017
Recording No.: 2017-11717

Ticor Title Company of Oregon
Order No. 360621035785

End of Reported Information

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

John Beaver
541-269-5127
john.beaver@ticator.com

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

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances
(Ver. 20161024)

EXHIBIT "A"
Legal Description

Beginning at an iron pipe on the Southwesterly boundary of a 30 foot right of way in Government Lot 6, Section 1, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, from which point the center of said Section 1 bears North 66° 03' 7/8" West 787.10 feet; thence along said right of way boundary as follows: South 78° 17' East 124.49 feet; thence North 43° 02' East 76.97 feet; thence South 88° 05' East 26.05 feet; thence South 28° 37' East 91.43 feet to an iron pipe; thence leaving said right of way boundary and running South 12° 42' 1/2" West 43.64 feet to an iron pipe on the highwater line of Joe Ney Slough; thence following along said highwater line of Joe Ney Slough downstream as follows: North 80° 46' West 32.94 feet; thence South 8° 47' East 53.60 feet; thence South 36° 30' West 68.60 feet; thence South 73° 51' West 116.48 feet; thence South 84° 29' West 54.25 feet; thence North 84° 59' West 78.82 feet to an iron pipe; thence leaving said highwater line and running North 0° 51' 1/2" West 141.34 feet to an iron pipe; thence North 42° 15' East 114.72 feet to the point of beginning.

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.

Ticor Title Company of Oregon
Order No. 360621035785

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

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances
(Ver. 20161024)

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2021
NOT OFFICIAL VALUE

May 4, 2021 10:29:32 am

Account # 563418	Tax Status ASSESSABLE
Map # 26S1401DB01800	Acct Status ACTIVE
Code - Tax # 0927-583418	Subtype NORMAL
Legal Descr See Record	
Mailing Name DEMPSEY, BRITTA ET AL	Deed Reference # 2018-9789
Agent	Sales Date/Price 02-27-2018 / \$0.00
In Care Of	Appraiser GORDON WEST
Mailing Address CMR 489 BOX 1010 APO, AE 09751-0011	

Prop Class 101	MA	SA	NH	Unit
RMV Class 101	01	02	BRV	10327-1

Situs Address(s)	Situs City
ID# 10 63416 SEA SPRAY DR	COOS BAY

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
0927 Land	236,750					Land	0
Impr.	134,400					Impr.	0
Code Area Total	371,150	214,620	214,620	0	0		0
Grand Total	371,150	214,620	214,620	0	0		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			Land Class	LUC	Trended RMV
						TD%	LS	Size			
0927	10	<input checked="" type="checkbox"/>		UR-2, CBEMP	Market	100	A	2.48	HS	002	236,750
Grand Total								2.48			236,750

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown			Trended RMV
					TD%	Total Sq. Ft.	Ex% MS Acct #	
0927	1	1973	131	One story-Class 3	100	1,232	134,400	
Grand Total						1,232	134,400	

Code Area	Type	Exemptions/Special Assessments/Potential Liability					
0927		FIRE PATROL:					
		■ FIRE PATROL SURCHARGE	Amount	47.50		Year	2021
		■ FIRE PATROL TIMBER	Amount	18.75	Acres	1.48	Year 2021

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

4-May-2021

Tax Account #	563418	Lender Name	CLG - UMPQUA BANK
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0927
Situs Address	63416 SEA SPRAY DR COOS BAY OR 97420	Interest To	May 15, 2021

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,935.97	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,815.19	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,732.81	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,356.75	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,287.54	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,660.79	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,174.45	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,118.00	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,057.48	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,939.41	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,883.56	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,836.35	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,843.50	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,750.01	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,834.15	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,846.23	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,684.78	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,774.57	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$38,531.54	

TAX NOTATION...

NOTATION CODE	DATE ADDED	DESCRIPTION
FOREIGN	19-Sep-2019	

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

5/4/2021 10:30:39 AM

Account # 563418
Map 26S1401-DB-01800
Owner DEMPSEY, BRITTA ET AL
 CMR 489 BOX 1010
 APO AE 09751-0011

Name Type	Name	Ownership Type	Own Pct
OWNER	OLSON, LAFE S	OWNER	
OWNER	DEMPSEY, BRITTA	OWNER	
OWNER	NOT AS TENANTS IN COMMON/RIGHT OF SURVIVORSHIP		
	OWNER		
	OLSON, LAFE S		
	DEMPSEY, BRITTA		

After recording return to:
Steve Wilgers, P.C.
243 W. Commercial Ave.
Coos Bay, OR 97420

COOS COUNTY, OREGON 2018-09789
\$96.00 10/11/2018 01:49:25 PM
Pg#-3



DEBBIE HELLER, CCC, COOS COUNTY CLERK

Until a change is requested,
send all tax statements to:

Britta Dempsey
CMR 489
Box 1010
APO AE 09751

The consideration is business planning

Tax account numbers of property: 563418

Name and Address of Grantor: Lafe S. Olson, 620 S. West St., Wichita, KS 67213

Name and Address of Grantee: Lafe S. Olson, 620 S. West St., Wichita, KS 67213
and Britta Dempsey, CMR 489, Box 1010, APO AE 09751

BARGAIN AND SALE DEED

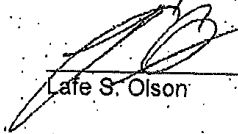
LAFE S. OLSON, conveys to LAFE S. OLSON and BRITTA DEMPSEY, as tenants in common with right of survivorship, thereby creating a tenancy in common in the life estate with cross-contingent remainders in the fee simple, all that real property situated in Coos County, State of Oregon, described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

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 AND 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.

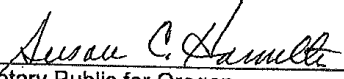
DATED this 27th day of February, 2018.



Lafe S. Olson

STATE OF OREGON)
) ss.
County of Coos)

Personally appeared the above named Lafe S. Olson and acknowledged the foregoing instrument to be his voluntary act and deed. Before me this 27 day of February, 2018.



Notary Public for Oregon

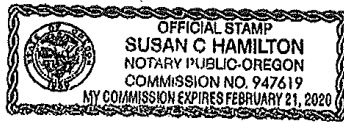


EXHIBIT A

Beginning at an iron pipe on the Southwesterly boundary of a 30 foot right of way in Government Lot 6, Section 1, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, from which point the center of said Section 1 bears North 66° 03' 7/8" West 787.10 feet; thence along said right of way boundary as follows: South 76° 17' East 124.49 feet; thence North 43° 02' East 78.97 feet; thence South 88° 05' East 26.05 feet; thence South 28° 37' East 91.43 feet to an iron pipe; thence leaving said right of way boundary and running South 12° 42' 1/2" West 43.64 feet to an iron pipe on the highwater line of Joe Ney Slough; thence following along said highwater line of Joe Ney Slough downstream as follows: North 80° 46' West 32.94 feet; thence South 8° 47' East 53.60 feet; thence South 36° 30' West 68.60 feet; thence South 73° 51' West 116.48 feet; thence South 84° 29' West 54.25 feet; thence North 84° 59' West 78.82 feet to an iron pipe; thence leaving said highwater line and running North 0° 51' 1/2" West 141.34 feet to an iron pipe; thence North 42° 15' East 114.72 feet to the point of beginning.

The true consideration for this conveyance is Two Hundred Ten Thousand And No/100 Dollars (\$210,000.00).

Subject to:

Covenants, Conditions, Restrictions, Reservations, set back lines, Power of Special Districts, and easements of Record, if any.

EXHIBIT A

88 07 1549

STEP SYSTEM MAINTENANCE
AGREEMENT AND EASEMENT

For Good and Valuable Consideration, ROBERT B. MORE, JR. and FRANCINE ANN MORE -----, Grantor conveys to the CHARLESTON SANITARY DISTRICT, Grantee, a perpetual, nonexclusive easement to use the strip of land described in the attached Exhibit A for sanitary sewer purposes.

The terms of this easement are as follows:

1. Grantee, its agents, independent contractors and invitees shall use the easement strip for sanitary sewer purposes and for purposes of constructing a step system sewer including a septic tank, sewer line and appurtenances thereto, performing maintenance of the District's septic tank and sanitary sewer located within the easement strip and making necessary additions thereto.

2. The Charleston Sanitary District will construct and maintain within the easement strip a septic tank and line from the septic tank to the public sewer and agrees to establish a regular system of inspection and maintenance of such septic tank and sewer lines and to cooperate with the homeowner in the efficient operation of the step system. Grantor agrees to maintain the line from his house to the District installed septic tank and to notify the Charleston Sanitary District promptly of any maintenance needs not sufficiently addressed by the District's regular maintenance program and to give the District at least forty-eight (48) hours notice of any situation requiring emergency service.

3. The Charleston Sanitary District is providing step system public sewage service to residents of the lower portion of Sea Spray Dr. because it is believed that the added maintenance costs of the system are more than offset by the reduced capital costs. As with any public sewer the system is designed only to accommodate certain waste products. The Charleston Sanitary District has described unacceptable wastes in its ordinance and handouts and has discussed proper use of the system with the above Grantor. Grantor understands and agrees that Grantor is responsible for damages to the public sewer system resulting from Grantor's abuse or misuse of the system. Grantor specifically agrees and understands that the septic tank area must be protected from the effects of heavy objects such as automobiles and boats. Grantor agrees to fully cooperate with the Charleston Sanitary District in the protection of the public/private step system and to abide by the ordinances of the Charleston Sanitary District.

4. Grantor reserves the right to reasonably use and maintain the property located within the easement strip for purposes of nonvehicular access to the property and for enjoyment

STEP SYSTEM MAINTENANCE
AGREEMENT AND EASEMENT

-1-

* Return to: Lynn Reusinkvelo, Att at Law, 336 N. Front St., Coos Bay, Or 97420

thereof but agrees not to place any structure thereon and that no large trees shall be permitted to grow or be maintained within the said strip. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the other. Grantor understand, however, that the Sanitary District maintenance program will require regular access to the septic tank and may occasionally require reconstruction of the system. The parties agree that any damage done by a party to this easement to property of the other rightfully maintained within the easement strip shall be promptly repaired or paid for by the party causing damage.

5. This easement shall be perpetual, however, in the event that it is not used by the Grantee for a period of twenty (20) years, or if abandoned by Grantee, the easement shall expire and Grantee shall upon request execute a recordable document evidencing such expiration.

6. This easement is appurtenant to the real property owned by the Grantor and described in Exhibit B.

7. This easement is granted subject to all prior easements or encumbrances of record.

In Witness Whereof, the parties have caused this instrument to be executed this 21st day of June, 1988.

CHARLESTON SANITARY DISTRICT:

GRANTOR:

By: Kenneth L. Baarendorff
Kenneth L. Baarendorff, Pres.

Robert B. More, Jr.
Robert B. More, Jr.

By: Alan Taylor, Sec.
Alan Taylor, Secretary.

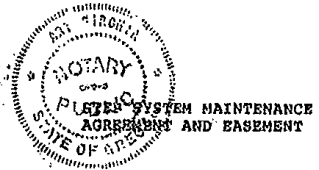
Francine Anne More
Francine Ann More

Approved as to form
[Signature]
Lynn H. Neusinkfeld, Attorney for
Charleston Sanitary District

STATE OF OREGON) ss.
County of Coos)

June 21, 1988.
Personally appeared Robert B. More, Jr. and Francine Ann More, Husband and Wife, and acknowledged the foregoing instrument to be ~~his~~ ^{theirs} voluntary act and deed.

[Signature]
Notary Public for Oregon,
My Commission expires: 7/5/90



88 7 1551

STATE OF CALIFORNIA)
County of Sacramento) ss.

July 6, 1988.

Personally appeared Francine Ann More and acknowledged
the foregoing instrument to be her voluntary act and deed.



Ruth M. Barnard
Notary Public for California
My Commission expires: April 28, 1989

STEP SYSTEM MAINTENANCE
AGREEMENT AND EASEMENT

-3-

88 7 1552

DESCRIPTION FOR CHARLESTON SANITARY DISTRICT
CENTERLINE OF FIFTEEN (15.00) FOOT WIDE SEWER EASEMENT
ROBERT B., JR. AND FRANCINE ANN MORE
RECORDER'S NUMBER 86-1-3376

December 4, 1987

The following parcel being a portion of Government Lot 6 of Section 1,
Township 26 South, Range 14 West, W.M., Coos County, Oregon, described as
follows:

Being at a point located South 67° 17' 35" East a distance of 892.18
feet from the Northwest corner of Government Lot 6, also being the center of
Section 1, Township 26 South, Range 14 West, W.M., Coos County, Oregon;
thence, South 44° 08' 00" West a distance of 65.06 feet.

Being the centerline of a fifteen (15.00) foot wide sewer easement.

EXHIBIT A

8441
State of Oregon
County of Coos 88-7-1549
I, Mary Ann Wilson, County Clerk, certify the
within instrument was filed for record at
July 25 11:20 AM '87
By D. Taylor Deputy
#pages 4 Fee \$ 80.2

470317054537
When recorded, return to:
Umpqua Bank
Attn: Post Closing
6810 SW Cardinal Lane, 1st Floor
Tigard, OR 97224

COOS COUNTY, OREGON 2017-11717
\$121.00 12/07/2017 02:57:00 PM
DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=16

TICOR TITLE

Title Order No.: 360617020871
Escrow No.: 360617020871
LOAN #: 8501350070

[Space Below This Line For Acknowledgment]

DEED OF TRUST

MIN 1000458-1000211370-9
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated November 28, 2017, together with all Riders to this document.
- (B) "Borrower" is LAFE S OLSON.

Borrower is the trustor under this Security Instrument.
(C) "Lender" is Umpqua Bank.

Lender is a State Chartered Bank, organized and existing under the laws of Oregon. Lender's address is 6610 SW Cardinal Lane, Suite 300, Tigard, OR 97224.

(D) "Trustee" is Ticor Title.

(E) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this Loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

(F) "Note" means the promissory note signed by Borrower and dated November 28, 2017. The Note states that Borrower owes Lender ONE HUNDRED EIGHTY NINE THOUSAND AND NO/100 Dollars (U.S. \$189,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2032.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.



(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Mortgage Electronic Registration Systems, Inc. Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- V.A. Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

of Coos [Type of Recording Jurisdiction]

(Name of Recording Jurisdiction):

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 853418

which currently has the address of 63416 Sea Spray Dr., Coos Bay,

Oregon 97420 (Property Address): [Street] [City]
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.



BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower



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any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property.



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Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property, if it has reasonable cause. Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. Those agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under



this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable



Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.



LOAN #: 8501350070

24. **Substitute Trustee.** Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Attorneys' Fees.** As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

26. **Protective Advances.** This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. **Required Evidence of Property Insurance.**

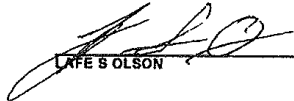
WARNING

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.


LAFE S OLSON

12-2-17 (Seal)
DATE



LOAN #: 8801350070

State of Kansas
County of ~~ees~~ Sedgwick Vol. L.S.O.

This instrument was acknowledged before me on December 2, 2017 by LAFES OLSON.

Vicki A. Loessack
Signature of Notarial Officer

Notary Signing Agent
Title (and Rank)

My commission expires: 9-17-21



Lender: Umpqua Bank
NMLS ID: 401867
Loan Originator: Sarah Renee Rollicheck
NMLS ID: 1107057

OREGON--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3038 1/01
Ella Mae, Inc. Page 10 of 10

Initials: L.S.O.
OREDEED 0316
OREDEED (CLS)
11/24/2017 01:11 PM PST



LOAN #: 8601360070
MIN: 1000458-1000211370-9

SECOND HOME RIDER

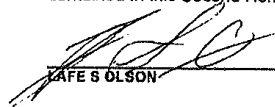
THIS SECOND HOME RIDER is made this 28th day of November, 2017 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to Umpqua Bank, a State Chartered Bank

(the "Lender")
of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: 63416 Sea Spray Dr., Coos Bay, OR 97420.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. **Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.


LAFE S OLSON

12-2-17 (Seal)
DATE

MULTISTATE SECOND HOME RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3890 1/01
Elio Mae, Inc.

Initials: L.S.O.
F3890RDU 0307
F3890RLU (CLS)
11/24/2017 01:11 PM PST



LOAN #: 8501360070
MIN: 1000458-1000211370-9

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER
(MERS Rider)

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this 28th day of November, 2017, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to Umpqua Bank, a State Chartered Bank

("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:
63416 Sea Spray Dr., Coos Bay, OR 97420.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

A. DEFINITIONS

1. The Definitions section of the Security Instrument is amended as follows:
"Lender" is Umpqua Bank.

Lender is a State Chartered Bank organized and existing under the laws of Oregon. Lender's address is 6610 SW Cardinal Lane, Suite 300, Tigard, OR 97224.

Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

2. The Definitions section of the Security Instrument is further amended to add the following definition:

"Nominee" means one designated to act for another as its representative for a limited purpose.

MERS RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3168 04/2014
Elio Mae, Inc.

Page 1 of 4

Initials: *LSO*
F3158RDU 0417
F3158RLU (CL8)
11/24/2017 01:11 PM PST



LOAN #: 8501350070

B. TRANSFER OF RIGHTS IN THE PROPERTY

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County [Type of Recording Jurisdiction] of

Coos [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: 563418

which currently has the address of 63416 Sea Spray Dr., Coos Bay,

[Street][City]

OR 97420 ("Property Address"):
[State] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

C. NOTICES

Section 15 of the Security Instrument is amended to read as follows:

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this



EXHIBIT A

Order No.: 470317054537

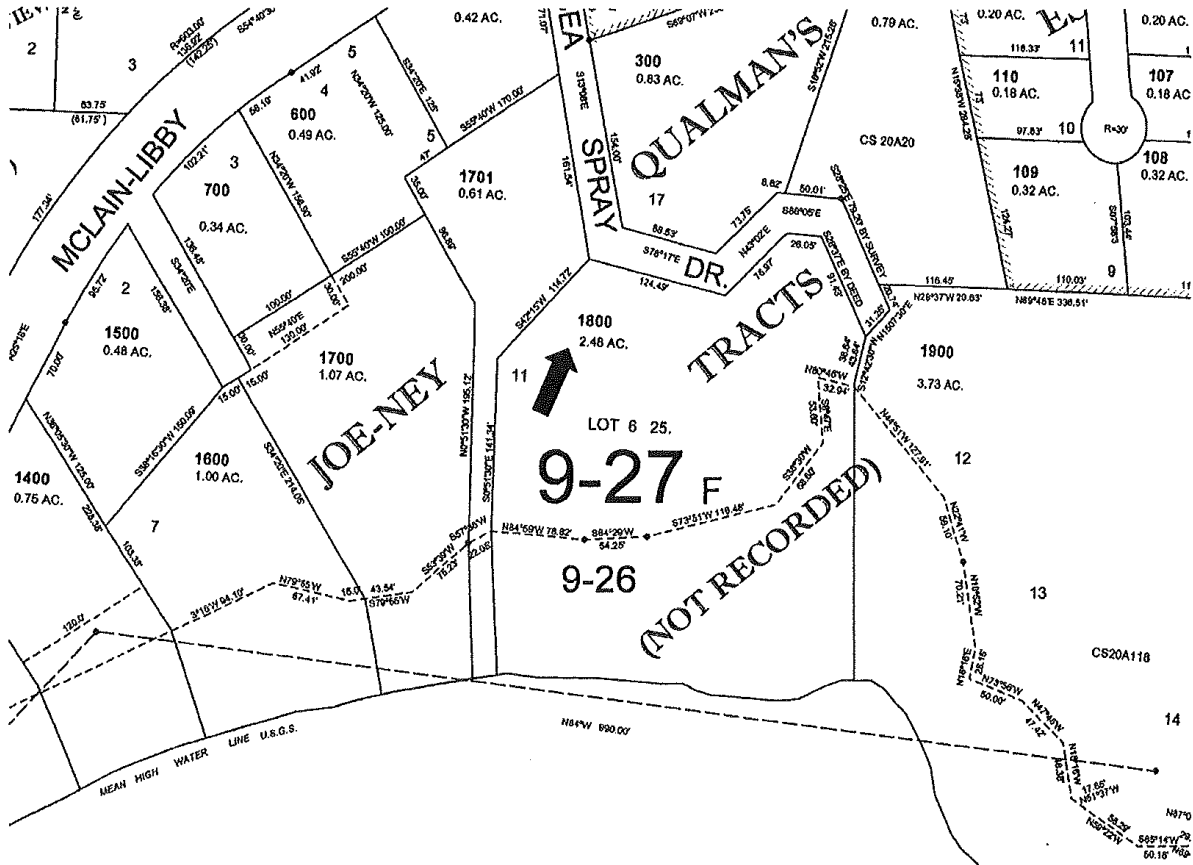
Beginning at an iron pipe on the Southwesterly boundary of a 30 foot right of way in Government Lot 6, Section 1, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, from which point the center of said Section 1 bears North 66° 03 7/8' West 787.10 feet; thence along said right of way boundary as follows: South 78° 17' East 124.49 feet; thence North 43° 02' East 76.97 feet; thence South 88° 05' East 26.05 feet; thence South 28° 37' East 91.43 feet to an iron pipe; thence leaving said right of way boundary and running South 12° 42 1/2' West 43.64 feet to an iron pipe on the highwater line of Joe Ney Slough; thence following along said highwater line of Joe Ney Slough downstream as follows: North 80° 46' West 32.94 feet; thence South 8° 47' East 53.60 feet; thence South 36° 30' West 68.60 feet; thence South 73° 51' West 116.48 feet; thence South 84° 29' West 54.25 feet; thence North 84° 59' West 78.82 feet to an iron pipe; thence leaving said highwater line and running North 0° 51 1/2' West 141.34 feet to an iron pipe; thence North 42° 15' East 114.72 feet to the point of beginning.



TICOR TITLE™



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, locations of easements, acreage or other matters shown thereon.



LOAN #: 8601360070

Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

D. SALE OF NOTE; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE

Section 20 of the Security Instrument is amended to read as follows:

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

MERS RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3168 04/2014
Elo Mac, Inc.

Page 3 of 4

Initials: LSO
F3168RDU 0417
F3168RLU (CLS)
11/24/2017 01:11 PM PST



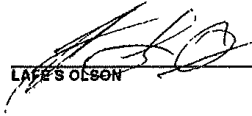
LOAN #: 8501350070

E. SUBSTITUTE TRUSTEE

Section 24 of the Security Instrument is amended to read as follows:

24. **Substitute Trustee.** In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this MERS Rider.


L. S. OLSON _____ 12-2-17 (Seal)
DATE

MERS RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3158 04/2014
Ellie Mae, Inc.

Page 4 of 4

Initials: L.S.O.
F3158RDU 0417
F3168RLU (CL6)
11/24/2017 01:11 PM PST



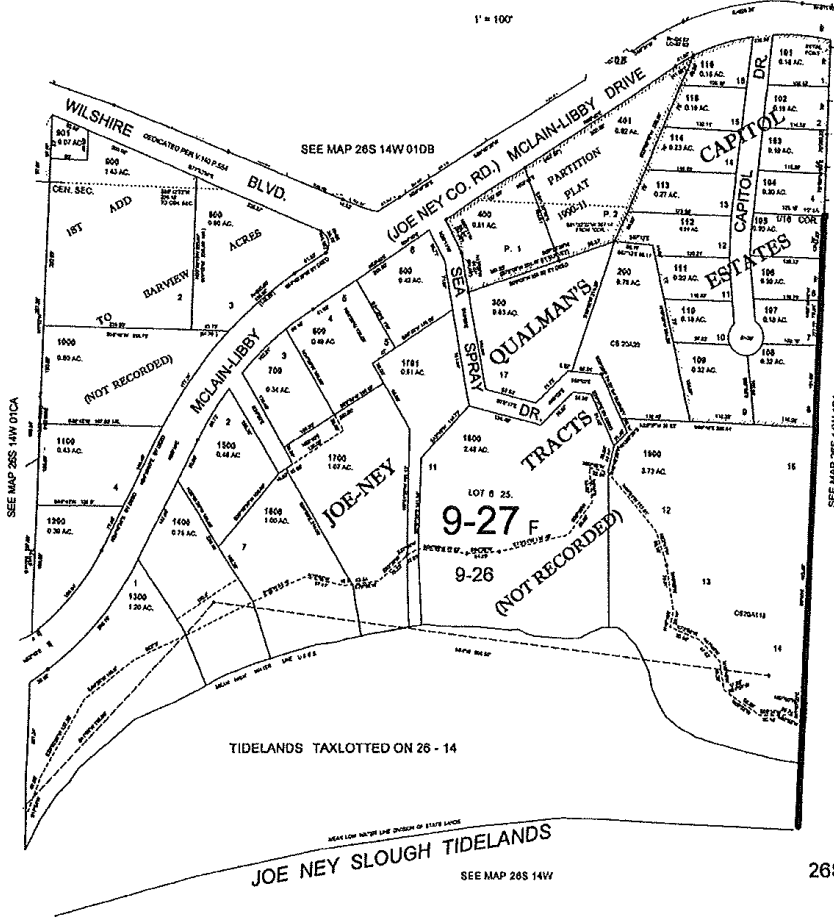
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

NW1/4 SE1/4 SEC.1 T.26S. R.14W. W.M.
COOS COUNTY

26S 14W 01DB

1" = 100'

CANCELLED NO
600
601



12-23-2010

26S 14W 01DB



2305 Ocean Boulevard
P. O. Box 539, Coos Bay, Oregon 97420-0108
Telephone: (541)267-3128 Fax: (541)269-5370

Ivan Thomas, General Manager

October 27, 2021

Stephan Stys, P.E.
Estabrook Land Surveying
PO Box 574
Lakeside, OR 97449

SUBJECT: Water Service for 19364 Grinnell Lane and 63416 Sea Spray Drive

Dear Stephan,

This letter is to advise you that Coos Bay-North Bend Water Board has adequate supply and pressure to serve the property at 19364 Grinnell Lane and the property at 63416 Sea Spray Drive, Coos Bay, Oregon, 97420.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Whitty".

Matt Whitty, PE, PLS
Engineering Manager

