



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

FILE NUMBER: PLA-24-009

Date Received: 8/16/24 Receipt #: 248185 Received by: Marica H.

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) Jerry McMahon

Mailing address: 54698 Black Frog Rd, Bandon Or. 97411

Phone: 541-404-3029

Email: macrotten65@gmail.com

Township: 28S Range: 14W Section: 31 ¼ Section: C 1/16 Section: D Tax lot: 101

Tax Account Number(s): 2352201

Zone: Select Zone Exclusive Farm Use (EFU)

Acreage Prior to Adjustment: 1.55

Acreage After the Adjustment 1.75

B. Land Owner(s) Casey & Greta Horn

Mailing address: Po Box 2063 Bandon Or. 97411

Phone: 541-671-0445

Email: gretahorn4@hotmail.com

Township: 28S Range: 14W Section: 31 ¼ Section: C 1/16 Section: D Tax Lot 100

Tax Account Number(s) 2352200

Zone Rural Residential-5 (RR-5)

Acreage Prior to Adjustment: 2.05

Acreage After the Adjustment 1.85

C. Surveyor James Terrel

Mailing Address 3460 Doerner Cutoff Road, Roseburg Or. 97471

Phone #: 541-670-0745

Email: propertylinesurveying@gmail.com

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

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

Purpose of the Property Line Adjustment:

Jerry McMahon needs to complete a property line adjustment to keep the structures in place where they have been on the occupied land his family owned but was sold when his parents estate was sold.

Casey & Greta Horn would like to resolve the encroachment legally with Jerry McMahon.

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

A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan shall also show the approximate location of all structures within ten (10) feet of the proposed adjusted line.

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. The Planning Director may waive any portion of this requirement if the property is large and does not have a lien holder.

A notice of application and decision will be provided to any and all lien holders of record for the property that will be affected by the proposed adjustment. Applicants should consult with any and all such lien holders prior to submittal of an application.

Please list all Lien Holders Names & Addresses:

Please answer the following:

Will the adjustment create an additional Unit of land? Yes No

Does property 1 currently meet the minimum parcel/lot size? Yes No

Does property 2 currently meet the minimum parcel/lot size? Yes No

All parcels will retain any on-site septic system and associated repair area on the parcel it serves. The plot plan shall contain the location of on-site septic systems and location associated drain field and repair areas. For assistance please contact Oregon Department of Environmental Quality.

The adjustment will not create a split-zoned unit of land that does not comply with the standards for creation of a parcel in each zone unless the property owner provides for the recording of a restrictive covenant in the deed records for the subject property that prohibit the property from being partitioned along the zoning boundary until such time as each parcel would comply with the minimum standards for the creation of a unit of land (meeting the criteria for land division) in each zone. If a split-zone unit of land is created it shall not be used to justify a rezone in the future.

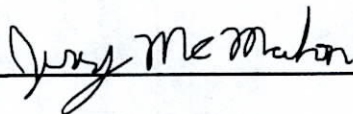
Section 5.0.150 Application Requirements: Applications for development (includes land divisions and relocation of property boundary) or land use actions shall be filled on forms prescribed by the County and shall include sufficient information and evidence necessary to demonstrate compliance with the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

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

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

Property Owner

Jerry McMahon



All parcels will retain any on-site septic system and associated repair area on the parcel it serves. The plot plan shall contain the location of on-site septic systems and location associated drain field and repair areas. For assistance please contact Oregon Department of Environmental Quality.

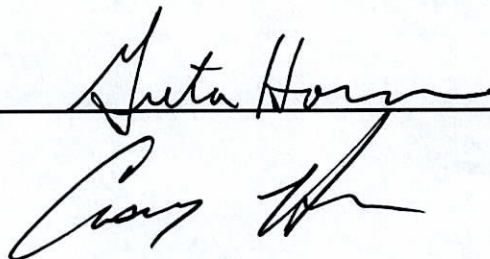
The adjustment will not create a split-zoned unit of land that does not comply with the standards for creation of a parcel in each zone unless the property owner provides for the recording of a restrictive covenant in the deed records for the subject property that prohibit the property from being partitioned along the zoning boundary until such time as each parcel would comply with the minimum standards for the creation of a unit of land (meeting the criteria for land division) in each zone. If a split-zone unit of land is created it shall not be used to justify a rezone in the future.

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

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

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

Property Owner



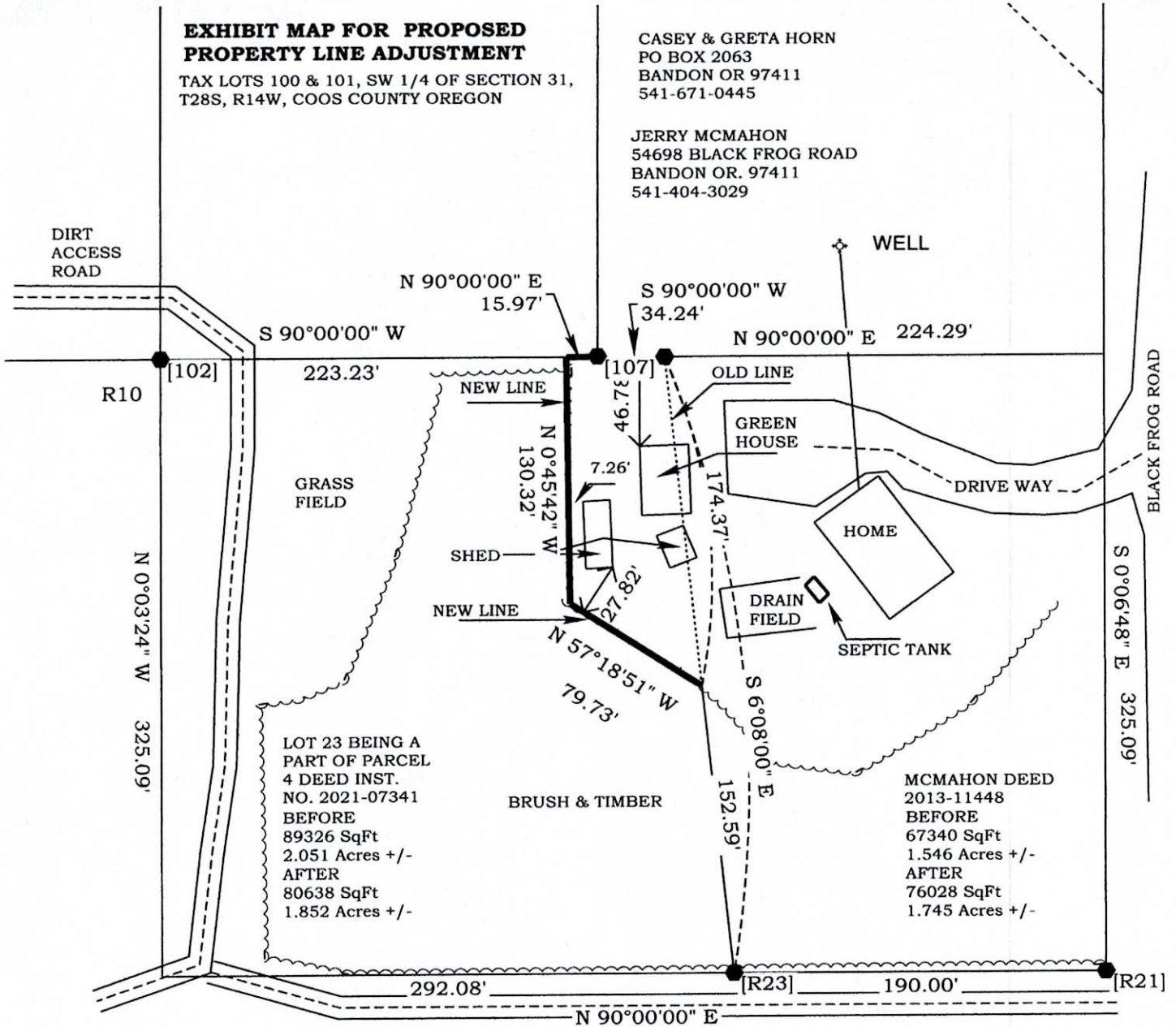
The image shows two handwritten signatures in black ink. The top signature is written over a horizontal line and appears to be 'Shirley Horn'. The bottom signature is more stylized and appears to be 'Craig Horn'.

**EXHIBIT MAP FOR PROPOSED
PROPERTY LINE ADJUSTMENT**

TAX LOTS 100 & 101, SW 1/4 OF SECTION 31,
T28S, R14W, COOS COUNTY OREGON

CASEY & GRETA HORN
PO BOX 2063
BANDON OR 97411
541-671-0445

JERRY MCMAHON
54698 BLACK FROG ROAD
BANDON OR. 97411
541-404-3029



LEGEND

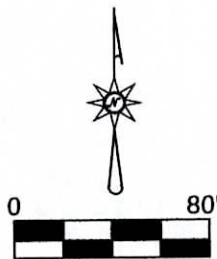
- ◆ WELL
- FOUND MONUMENT

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
SEPTEMBER 14, 2021
JAMES DEAN TERREL
65473PLS

EXPIRES: 6-30-26



FILE NAME		
2024040 MCMAHON.trv		
SCALE	DATE	DRAWN BY
80 Ft/In	8-16-2024	JDT
JOB	REVISION	SHEET
2023008	1/1	1/1

This map drawn with TRAVERSE PC, Software

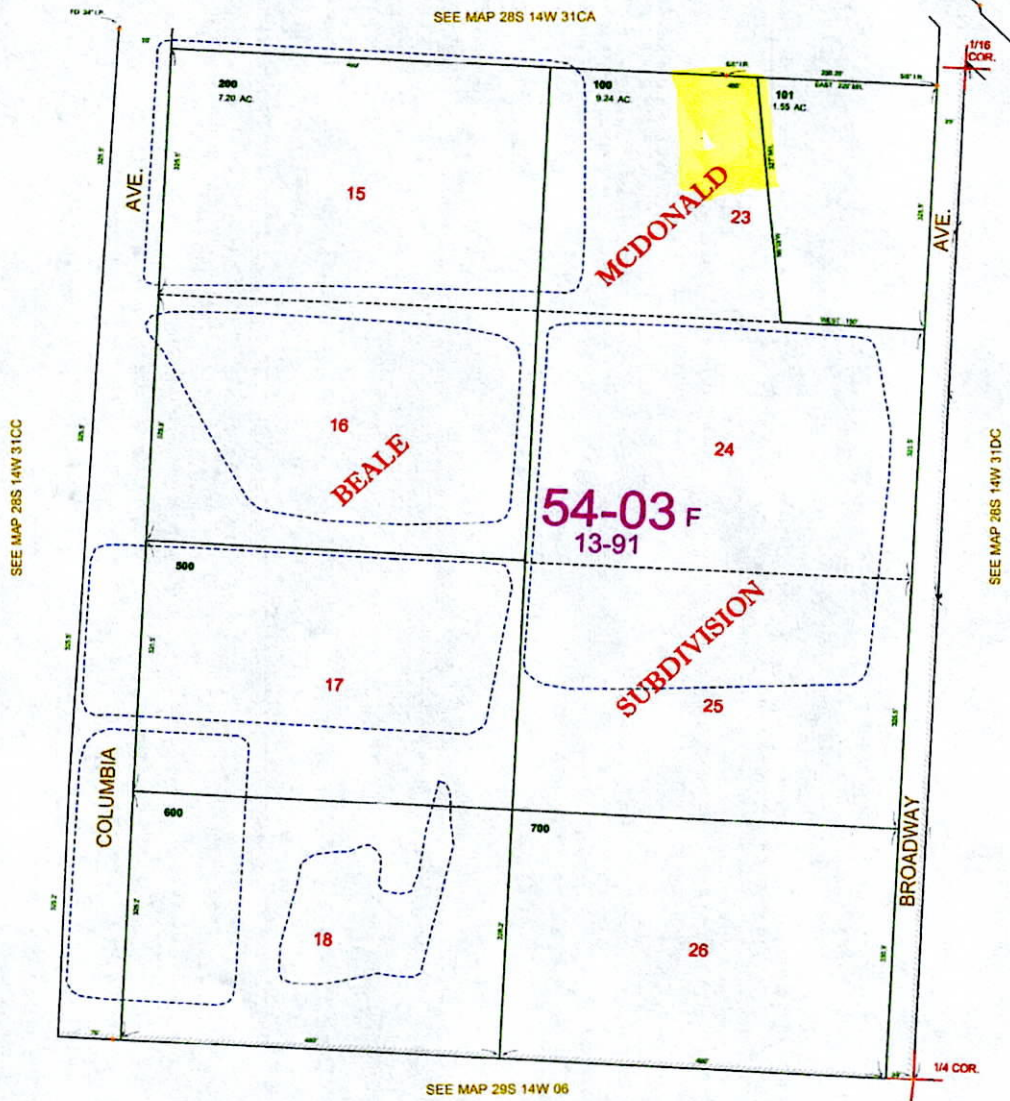
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

SE1/4 SW1/4 SEC.31 T28S R14W W.M.
COOS COUNTY

1" = 100'

28S 14W 31CD

CANCELLED NO.
300
400



11-29-2006

28S 14W 31CD





201 Central Avenue
(541)269-5127

OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): Property Line Surveying LLC
3460 Doerner Cutoff Road
Roseburg, OR 97471

Customer Ref.: _____
Order No.: 360624044758
Effective Date: June 7, 2024 at 05:00 PM
Charge: \$600.00

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:

Jerry D. McMahon, as to Parcel 1; and Casey M. Horn and Greta S. Horn, as tenants by the entirety, as to Parcel 2

Premises. The Property is:

(a) Street Address:

54698 Black Frog Rd., Bandon, OR 97411
Vacant Land, Bandon, OR 97411

(b) Legal Description:

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

Part Two - Encumbrances

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

EXCEPTIONS

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
2. The Land has been classified as Farm Use Zoned, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

Account No.: 2352200
3. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Coos Curry Electric Cooperative
Recording Date: May 12, 1977
Recording No: 77-5-07323

Affects Parcels 1 and 2
4. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in

Recording Date: November 5, 1984
Recording No.: 84-5-5017

Affects Parcel 2
5. Minor Partition Plat - Tentative, including the terms and provisions thereof,

Recording Date: June 11, 1987
Recording No.: 87-3-7113

Affects Parcels 1 and 2
6. A manufactured home situated on the subject land is classified as real property, as disclosed by document:

Recording Date: October 22, 2001
Recording No: 2001-12551

Affects Parcel 1
7. Final Order #06-07-084C, In the Matter of the Claim for Compensation Under Ballot Measure 37,

Recording Date: July 24, 2006
Recording No.: 2006-10104

Affects Parcel 2

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

Amount: \$900,000.00
Dated: June 24, 2021
Trustor/Grantor: Casey M. Horn and Greta S. Horn, tenants by the entirety
Trustee: Ticor Title
Beneficiary: Jeffery A. McMahon, Successor Trustee of the McMahon Family Trust aka the McMahon Family Trust dated June 16, 1993
Recording Date: June 25, 2021
Recording No: 2021-07342

Affects Parcel 2 and additional property

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

Amount: \$193,000.00
Dated: May 19, 2023
Trustor/Grantor: Jerry D. McMahon
Trustee: AmeriTitle, LLC
Beneficiary: Andrea D. McMahon
Recording Date: May 22, 2023
Recording No.: 2023-03182

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

Fiscal Year: 2023-2024
Amount: \$2,564.94 (Includes special assessments)
Levy Code: 5403
Account No.: 2352201
Map No.: 28-14-31CD TL 101

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

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

Fiscal Year: 2023-2024
Amount: \$225.25 (Includes special assessments)
Levy Code: 5401
Account No.: 2352200
Map No.: 28-14-31CD TL 100

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Ticor Title Company of Oregon
Order No. 360624044758

End of Reported Information

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

Coos Bay Title

coosbaytitle@ticortitle.com

Ticor Title Company of Oregon
201 Central Avenue
Coos Bay, OR 97420

EXHIBIT "A"
Legal Description

PARCEL 1:

A parcel of land in the SW 1/4 of Section 31, Township 28 South, Range 14, West of the Willamette Meridian, Coos County, Oregon, being a portion of Lot 23 of Beale-McDonald Subdivision as recorded on the Town Plats of Coos County, Oregon, more particularly described as follows:

Beginning at the SE corner of said Lot 23, Beale-McDonald Subdivision; thence running West along the South line of said Lot 23, 190.00 feet; thence running N 6° 08' W, 327 feet, more or less, to the North line of said Lot 23; thence running East along the North line of said Lot 23, 225 feet more or less to the Northeast corner of said Lot 23; thence South, 325.5 feet to the point of beginning.

PARCEL 2:

Lots 23 through 25, Beale-McDonald Subdivision, Coos County, Oregon.

SAVE AND EXCEPT: A parcel of land in the SW ¼ of Section 31, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon being a portion of the Lot 23, of Beale-McDonald Subdivision, Coos County, Oregon, more particularly described as follows: Beginning at the SE corner of said Lot 23, Beale-McDonald Subdivision, Coos County, Oregon; thence West along the South line of said of said Lot 23 a distance of 190.00 feet; thence running North 6° 08' West 327 feet, more or less, to the North line of said Lot 23; thence East along the North line of said Lot 23 a distance of 225 feet, more or less to the Northeast corner of said Lot 23; thence South 325.5 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.

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