

File Number: ACU-23-014



**COOS COUNTY CONDITIONAL USE LAND USE 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**

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)

Date Received: 3/16/23 Receipt #: 239862 Amount: 1280 Received by: MB

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

Applications shall be submitted by the property owner or a purchaser under a recorded land sale contract. "Property owner" means the owner of record, including a contract purchaser.

The application shall include the signature of all owners of the property.

A legal representative may sign on behalf of an owner upon providing evidence of formal legal authority to sign.

**LAND INFORMATION**

A. Property Owner(s) Verl A Rand and Joanna L Rand

Mailing address: 63461 Shinglehouse Rd, Coos Bay OR 97420

Phone: 562-221-4908 Email: alyndarand@gmail.com

Township:	Range:	Section:	¼ Section:	1/16 Section:	Tax lots:
<u>26S</u>	<u>13W</u>	<u>10</u>	<u>A</u>	<u>B</u>	<u>100</u>
Select	Select	Select	Select	Select	

Tax Account Number(s): 711403 513411 Zone: Select Zone Rural Residential-2 (RR-2)

Tax Account Number(s): \_\_\_\_\_ Please Select

**B. Special Districts and Services**

Water Select type of Water Service      Sewage Disposal Select type of Sewage System

School Coos Bay      Fire District Select Fire District

**C. Type of Application (s) please consult with staff to determine prior to submittal**

- Administrative Conditional Use for Replacement dwelling
- Hearings Body Conditional Use for \_\_\_\_\_
- Historical, Cultural and Archaeological Resources, Natural Areas of Wilderness
- Beaches and Dunes
- Non-Estuarine Shoreland Boundary
- Significant Wildlife Habitat
- Natural Hazards  Flood  Landslide  Liquefaction  Erosion  Wildfires
- Airport Surfaces Overlay
- Variance to which standard \_\_\_\_\_

Include the supplemental application with all criteria addressed. If you require assistance with the criteria please contact a land use attorney or professional consultant. Property information may be obtained from a tax statement or can be found on the County Assessor's web page 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. PROPOSAL AND CRITERIA: A written statement of intent, attached to this application, with necessary supporting evidence which fully and factually describes the following:

1. Project summary and details including time limes.
2. 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. This shall be addressed on the supplemental criteria page (see staff for criteria).

II. PLOT PLAN OR SKETCH PLAN: A detailed drawing delineating the following:

- Owner's name, address, and phone number, map and Tax lot number
- North Arrow and Scale - using standard engineering scale.
- Accurate shape and dimensions of parcel, development site, including the lengths of the all property lines.
- Any adjacent public or private roads, all easements and/or driveway locations. Include road names. Driveway location and parking areas, including the distance from at least one property line to the intersection of the driveway and the road (apron area);
- All natural features, which may include, but are not limited to water features, wetlands, ravines, slope and distances from features to structures.
- Existing and proposed structures, water sources, sewage disposal system and distances from these items to each other and the property boundaries.

III. DEED: A copy of the current deed, including the legal description, of the subject property.

IV. CERTIFICATION: 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 this application is refereed directly to a hearings officer or hearings body I understand that I am obligated to pay the additional fees incurred as part of the conditions of approval. I understand that I/we are not acting on the county's behalf and any fee that is a result of complying with any conditions of approval is the applicants/property owner responsibility. I understand that conditions of approval are required to be complied with at all time and an violation of such conditions may result in a revocation of this permit. If the property owner would like staff to contact a legal representative or consultant please provide the contact information using a consent form.

PROPERTY OWNER SIGNATURES REQUIRED FOR PROCESSING

X ✓ VERL A. Romel & Joanne L. Kaul

**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: 63459 Shinglehouse Rd Coos Bay, OR 97420

Type of Access: County Road  Name of Access: County Rd

Is this property in the Urban Growth Boundary? No

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

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

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

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

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

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

By signing the application I am authorizing Coos County Roadmaster or 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-

**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 Box  Sewage Disposal Type: On-site septic

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: \_\_\_\_\_

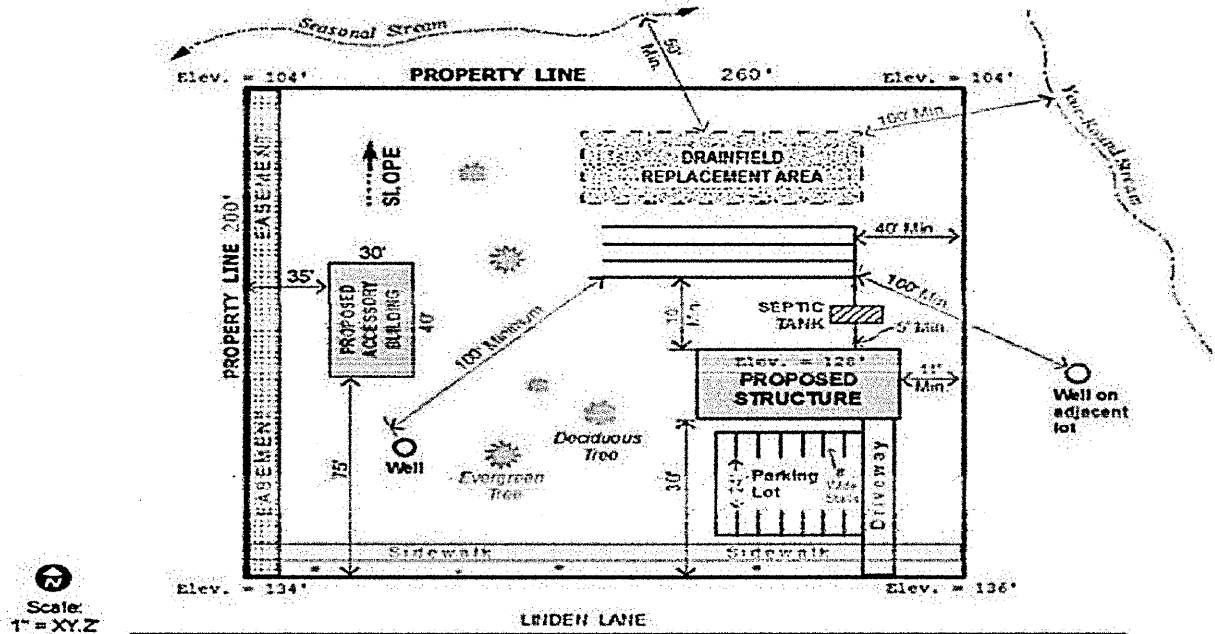
- This application is found to be in compliance and will require no additional inspections
- This application is found to be in compliance but will require future inspections
- This application will require inspection prior to determining initial compliance. The applicant shall contact Coos Health and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

Additional Comments:



Plot Plan  
The grid for the plot plan is found on the next page

**SAMPLE PLOT PLAN**



**ITEMS THAT MUST BE ON THE PLOT PLAN:**

At a minimum, the site plan should provide information on the following items:

- Existing and proposed lot lines, lot or parcel numbers, and acreage/square footage of lots.
- Dimensions of all illustrated features (i.e. all structures, septic systems, driveways, roads, etc.)
- Significant natural features (slopes greater than 20%, geologic hazards, wetlands, drainage ways, rivers, streams, and the general location of existing trees, etc.).
- Existing easements (access, storm drainage, utility, etc.).
- Existing and proposed (structures, outbuildings, septic, etc.) on site and on adjoining properties.
- Existing and proposed road locations including widths, curbs, and sidewalks.
- Existing and proposed driveway approach locations on site, existing driveway approaches on adjoining properties on the same side of the street, and existing driveway approaches across the street from the site.
- Contiguous properties under the same ownership.
- General predevelopment topographical information (minimum 10' contour intervals).
- Location of utilities.
- If redevelopment is viable in the future, a redevelopment plan should be included.
- Preliminary site utility plan.
- Please add any additional Road or parking items from the parking form.

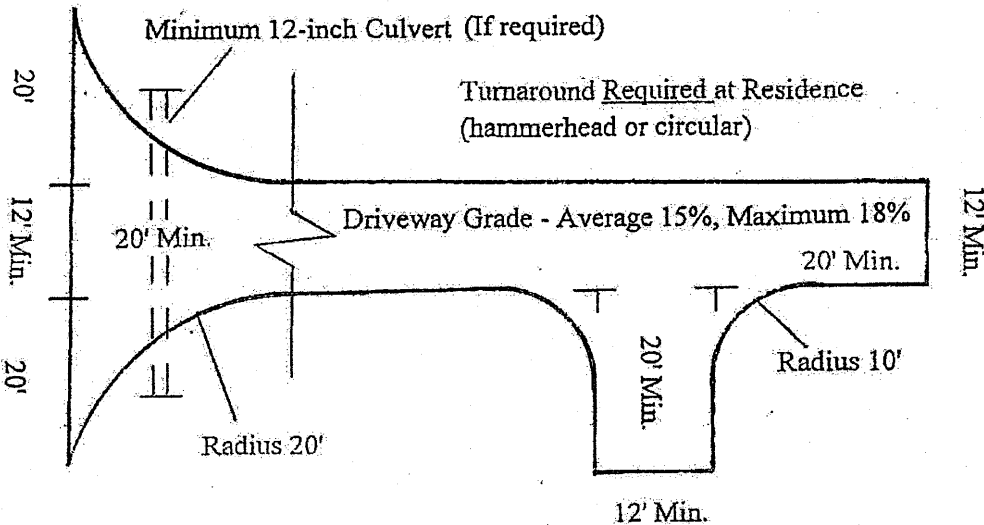
**ADDITIONAL DRIVEWAY, ROAD, PARKING STANDARDS  
DRIVEWAY STANDARDS DRAWING – SINGLE RESIDENCE**

Sight Distance Requirements (at the approach entrance)

- Speed less than 35 mph – 100' both directions
- Speed greater than 35mph – 150' both directions

All Weather Surface – minimum 4 – inches aggregate base or as required by Roadmaster.

Figure 7.1.425



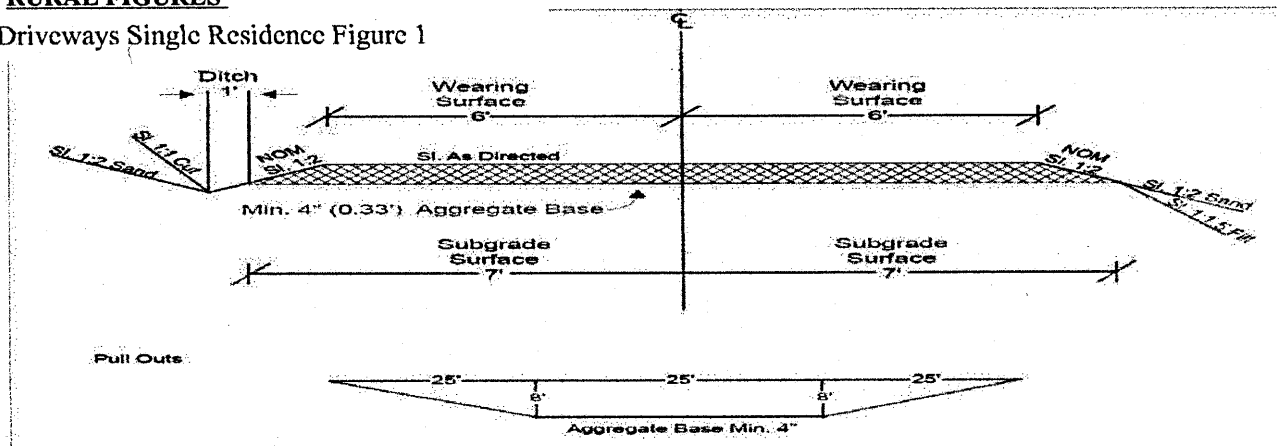
Construct appropriate ditches to prevent water runoff from discharging from the land onto a public road under county jurisdiction. Pursuant to ORS 368.256 the creation of a road hazard prohibited.

If driveway is over 1,000 ft., a pullout is required every 600 ft.

If a driveway cannot meet the maximum 18% grade then a legal agreement may be signed and recorded at the County Clerk's office releasing the County from any liability from such driveway development. This document must be referenced on the property deed to allow future purchasers know that the driveway does meet standard. A sign shall be placed at the bottom of the driveway to warn any users of the driveway that it is not built to standard. Proof must be filed with the Planning and Road Department that the documents have been filed and a sign has been placed. The form located on the following page must be completed, signed and recorded prior to any land use authorizations.

**RURAL FIGURES**

Driveways Single Residence Figure 1



**FORESTRY, MINING OR AGRICULTURAL ACCESS:**

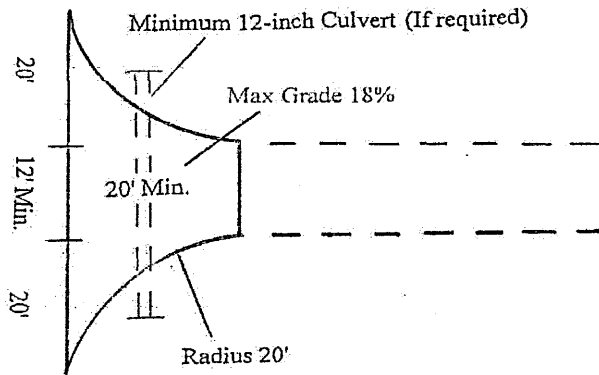
A private road which is created to provide ingress or egress in conjunction with the use of land for forestry, mining or agricultural purposes shall not be required to meet minimum road, bridge or driveway standards set forth in this ordinance, nor are such resource-related roads, bridges or driveways reviewable by the County. However, all new and re-opened forestry, mining or agricultural roads shall meet the access standards listed in this section.

**Forestry, Mining or Agricultural Access Standard drawing**  
Sight Distance Requirements (at the approach entrance)

- Speed less than 35 mph – 100' both directions
- Speed greater than 35 mph – 150' both directions

All Weather Surfaces – minimum aggregate base as required by the Roadmaster  
The access will be developed from the edge of the developed road.

Figure 7.1.450

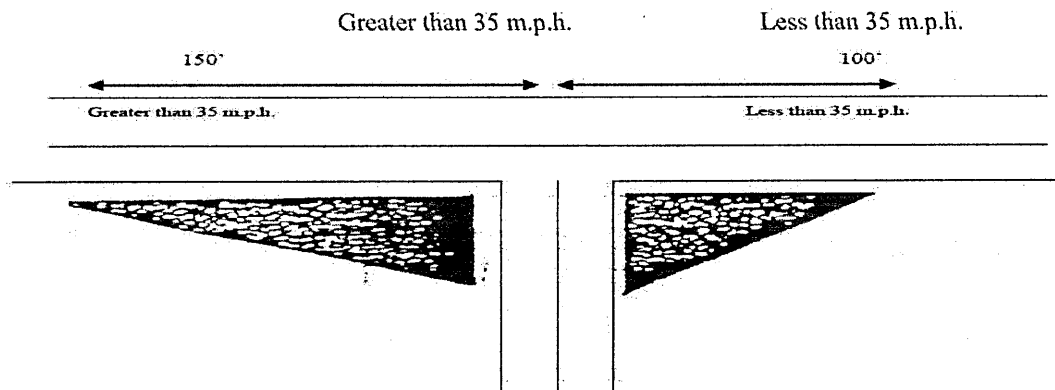


Construct appropriate ditches to prevent water runoff from discharging from the land onto a road under county jurisdiction. Pursuant to ORS 368.256 creation of a road hazard is prohibited.

**VISION CLEARANCE TRIANGLE:**

The following regulations shall apply to all intersections of streets and roads within all districts in order to provide adequate visibility for vehicular traffic. There shall be no visual obstructions over thirty-six (36) inches in height within the clear vision area established herein. In addition to street or road intersections, the provisions of this section shall also apply to mobile home park, recreational vehicle park, and campground accesses (entrances or exists).

The clear vision area shall extend along the right-of-way of the street for a minimum of 100 feet where the speed limit is less than 35 M.P.H.; and not less than 150 feet where the speed limit is greater than 35 m.p.h. The clear vision area shall be effective from a point in the center of the access not less than 25 feet back from the street right-of-way line.



**PARKING STANDARDS**

USE	STANDARD
Retail store and general commercial except as provided in subsection b. of this section.	1 space per 200 square feet of floor area, plus 1 space per employee. 1 Bicycle space
Retail store handling bulky merchandise (furniture, appliances, automobiles, machinery, etc.)	1 space per 600 square feet of floor area, plus 1 space per employee. 1 Bicycle space
Bank, general office, (except medical and dental).	1 space per 600 square feet of floor area, plus 1 space per employee. 1 Bicycle space
Medical or dental clinic or office.	1 ½ space per examination room plus 1 space per employec. 1 Bicycle space
Eating or drinking establishment.	1 space per 200 square feet of floor area, plus 1 space for every 4 seats. 1 Bicycle space
Bowling Alley	5 spaces per alley plus 1 space per 2 employees. 1 Bicycle space
Dance hall, skating rink, lodge hall.	1 space per 100 square feet of floor area plus 1 space per 2 employees. 1 Bicycle space
Stadium, arena, theater, race track	1 space per 4 seats or every 8 feet of bench length or equivalent capacity if no seating is provided. 1 Bicycle space
Storage warehouse, manufacturing establishment, or trucking freight terminal	1 space per employee. 1 Bicycle space
Wholesale establishment.	1 space per employee plus 1 space per 700 square feet of patron serving area. 1 Bicycle space
Welfare or correctional institution	1 space per 5 beds for patients or inmates, plus 1 space per employee. 1 Bicycle space
Convalescent hospital, nursing home, sanitarium, rest home, home for the aged.	1 space per 5 beds for patients or residents, plus 1 space per employee. 1 Bicycle space
Church, mortuary, sports arena, theater.	1 space for 4 seats or every 8 feet of bench length in the main auditorium. 1 Bicycle space
Library, reading room.	1 space per 400 square feet of floor area plus 1 space per employec. 1 Bicycle space
Preschool nursery, kindergarten.	2 spaces per teacher; plus off-strect loading and unloading facility. 1 Bicycle space per 20 students
Elementary or junior high school.	1 space per classroom plus 1 space per administrative employee or 1 space per 4 seats or every 8 feet of bench length in the auditorium or assembly room whichever is greater. 1 Bicycle space per 10 students
High school	1 space per classroom plus 1 space per administrative employee plus 1 space for each 6 students or 1 space per 4 seats or 8 feet of bench length in the main Auditorium, whichever is greater. 1 Bicycle space per 20 students

Other auditorium, meeting room.	1 space per 4 seats or every 8 feet of bench length. 1 Bicycle space
Single-family dwelling.	2 spaces per dwelling unit.
Two-family or multi-family dwellings.	1 ½ spaces per dwelling unit. 1 bicycle space per unit for buildings with 4 or more units.
Motel, hotel, rooming or boarding house.	1 space per guest accommodation plus 1 space per employee.
Mobile home or RV park.	1 ½ spaces per mobile home or RV site.

Parking lot standards – Use the table above along with the area available to calculate the number of spaces required and determine the type of parking lot that needs to be created. The table below explains the spacing and dimensions to be used.

Minimum Horizontal Parking Widths for Standard Automobiles					
	One-way Parallel	30 deg	45 deg	60 deg	90 deg
Figures	A	B	C	D	E
<b>Single row of Parking</b>					
Parking Aisle	9'	20'	22'	23'	20'
Driving Aisle	12'	16'	17'	20'	24'
Minimum width of module (row and aisle)	21'	36'	39'	43'	44'
<b>Figures #'s</b>					
	F	G	H	I	J
<b>Two Rows of Parking</b>					
Parking Aisle	18'	40'	44'	46'	40'
Driving Aisle	12'	16'	17'	20'	24'
Minimum width of module (row and aisle)	30'	56'	61'	66'	64'

For figures please see Coos County Zoning and Land Development Ordinance (CCZLDO) § 7.5.175.

Please note: If you are developing in any wetlands or floodplain please contact Department of State Lands to ensure you are not required to obtain a state permit.

Verl & Joanna Rand.  
~~62185~~ 63459 Shinglehouse Rd.  
Coos Bay OR 97420  
alyndarand@gmail.com

562) 221-4908

## ARTICLE 5.6 NONCONFORMING

### **SECTION 5.6.100 NONCONFORMING USES:**

The lawful use of any building, structure or land at the time of the enactment or amendment of this zoning ordinance may be continued. Alteration of any such use may be permitted subject to Sections 5.6.120 and 5.6.125. Alteration of any such use shall be permitted when necessary to comply with any lawful requirement for alteration in the use. Except as provided in ORS 215.215 (Reestablishment of nonfarm use), a county shall not place conditions upon the continuation or alteration of a use described under this Section when necessary to comply with state or local health or safety requirements, or to maintain in good repair the existing structures associated with the use. A change of ownership or occupancy shall be permitted.

As used in this Section, alteration of a nonconforming use includes:

1. A change in the use of no greater adverse impact to the neighborhood; and
2. A change in the structure or physical improvements of no greater adverse impact to the neighborhood.

### **SECTION 5.6.110 INTERRUPTION OR ABANDONMENT OF NONCONFORMING USES:**

A non-conforming use or activity may not be resumed if it was subject to interruption or abandonment for more than one (1) year, unless the resumed use conforms to the requirements of zoning ordinances or regulations applicable at the time of the proposed resumption.

**RESPONSE:** *a change in the use of no greater adverse impact to the neighborhood and a change in the structure or physical improvements of no greater adverse impact to the neighborhood*

### **SECTION 5.6.120 ALTERATIONS, REPAIRS OR VERIFICATION:**

Alterations, repairs or verification of a nonconforming use requires filing an application for a conditional use (See CCZLDO Article 5.2). All such applications shall be subject to the provisions of Section 5.6.125 of this ordinance and consistent with the intent of ORS 215.130(5)-(8). Alteration of any nonconforming use shall be permitted when necessary to comply with any lawful requirement for alteration in the use. The County shall not condition an approval of a land use application when the alteration is necessary to comply with State or local health or safety requirements, or to maintain in good repair the existing structures associated with the use.

### **SECTION 5.6.125 CRITERIA FOR DECISION:**

When evaluating a conditional use application for alteration or repair of a nonconforming use, the following criteria shall apply:

1. The change in the use will be of no greater adverse impact to the neighborhood;

**RESPONSE:**

*The change in the use will be of no greater adverse impact to the neighborhood*

2. The change in a structure or physical improvements will cause no greater adverse impact to the neighborhood; and

**RESPONSE:** The change in a structure or physical improvements will cause no greater adverse impact to the neighborhood.

3. Other provisions of this ordinance, such as property development standards, are met.

**RESPONSE:**

other provisions of this ordinance such as property development standards are met

For the purpose of verifying a nonconforming use, an applicant shall provide evidence establishing the existence, continuity, nature and extent of the nonconforming use for the 10-year period immediately preceding the date of the application, and that the nonconforming use was lawful at the time the zoning ordinance or regulation went into effect. Such evidence shall create a rebuttable presumption that the nonconforming use lawfully existed at the time the applicable zoning ordinance or regulation was adopted and has continued uninterrupted until the date of the application.

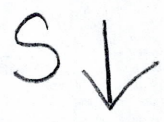
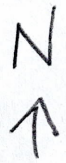
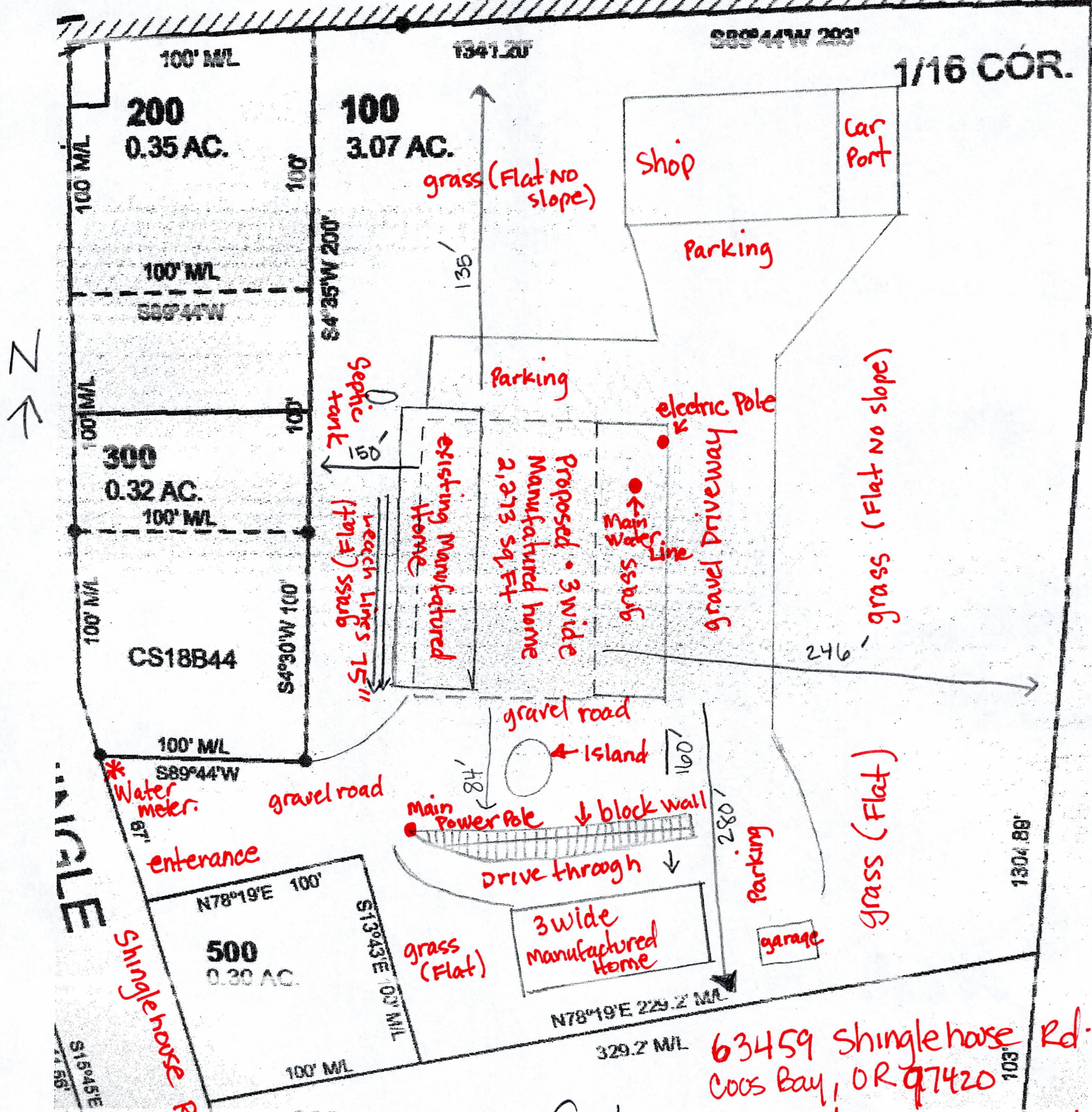
**RESPONSE:**

See attached records

I am requesting permission to replace existing manufactured home with new manufactured home in the exact same location. electricity & water connections are in place and active with the city.



### SOUTH LINE OF ENGLEWOOD GARDENS



63459 Shinglehorse Rd.  
 Coos Bay, OR 97420  
 Verk Rand & Joanna Rand.  
 541) 267-6258.  
 email Alyndarand@gmail.com



port  
car

gate

area (left side)

parking

area on left side

side entrance

main entrance

entrance

discussed  
mountainous  
barbed wire

mountainous  
barbed wire

gate

area on right side

entrance

entrance

entrance  
black wall

entrance

entrance  
small

entrance

entrance

entrance

entrance on right side

Small. Undercard of wall on  
left side. 4. 5000 ft. long  
gate part of ditch  
parted spindle part sq.

Small. Undercard of wall on





main house

existing manufactured home  
to be replaced with  
new manufactured home

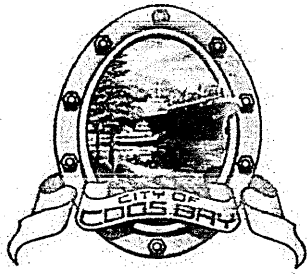
Verl & Rand  
Joanna L. Rand





Burn & Learn  
Coxs Bay Fire Dept  
(see letter)

Verla Rand  
Joanna L Rand



# City of Coos Bay Fire Department

450 Elrod Avenue Coos Bay, Oregon 97420 • (541) 269-1191

March 11, 2023

Verl & Joanna Rand,

Coos Bay Fire Department would like to take this time to extend our appreciation for the donation of the house located at 63459 Shinglehouse Road in Coos Bay for our Burn to Learn training program.

This program provides excellent opportunities for our fire fighters to prepare for real life situations involving structure fires. The training received from your contribution will aid in the prevention of extensive property and most importantly, life loss.

We appreciate all of your work to have several conditions taken care of in order for us to burn the house. You had the asbestos abated by a licensed and DEQ qualified company, you had all of the utilities removed or disconnected, and you had all the surrounding safety issues addressed. All of this made it a great learning experience for our crew, as well as a smooth burn that had little if any impact on neighbors.

We thank you again for helping us better serve our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Adkins", written over a horizontal line.

Jeff Adkins  
Battalion Chief  
Coos Bay Fire Department



**ARCADIA**  
**ENVIRONMENTAL**

January 24, 2023

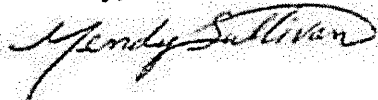
Alynda Rand  
63461 Shinglehouse Rd  
Coos Bay, OR 97420

Re: AE 22111852 Rand Shinglehouse Rd Mobile

You contracted Arcadia Environmental for the removal of asbestos material in the home at 63461 Shinglehouse Rd, Coos Bay, OR 97420. All of the known asbestos was removed on January 17, 2023. There is no known asbestos remaining and the house can be demolished at the owner's discretion. If there are any suspect materials discovered during the demolition, all work must stop and a licensed asbestos inspector contacted for identification and disposition prior to additional damage to the material.

If there are any questions or concerns, please contact our office for clarification.

Sincerely,



Mendy Sullivan  
Secretary  
541-808-3880

3164 Ocean Blvd SE, PO Box 1290  
Coos Bay OR 97420  
541-808-3880  
Oregon CCB # LBPR 211305

REMIT TO:  
COOS BAY - NORTH BEND  
WATER BOARD  
P.O. BOX 539  
COOS BAY, OR 97420-0108



(541) 267-3128  
P.O. BOX 539  
COOS BAY, OR 97420-0108

PRESORTED  
FIRST-CLASS  
MAIL  
U S POSTAGE  
PAID  
COOS BAY, OR  
PERMIT NO. 207

RETURN STUB WITH PAYMENT

KEEP THIS STUB FOR YOUR RECORDS



ACCOUNT NUMBER  
000517-002  
CUSTOMER  
VERL RAND  
63450 SHINGLEHOUSE RD

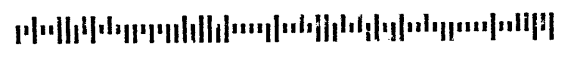
DATE DUE  
3/8/2023

AMOUNT DUE  
AUTO PAY

FOR: 000517-002	Previous Bal	50.83
63459 SHINGLEHOUSE RD	Payments	-60.83
Period: 1/27/2023 - 2/21/2023	Adjustments	0.00
READINGS	Water	56.54
Current	Misc.	0.00
12564	11867	697
Cons	Surcharges	5.00

**DATE DUE** 3/8/2023 **AMOUNT DUE** 61.54

VERL RAND  
63461 SHINGLEHOUSE RD  
COOS BAY, OR 97420-7299





08673 01 AV 0.471 29-0  
 VERL A RAND  
 JOANNA L RAND  
 SHOP  
 63461 SHINGLEHOUSE RD  
 COOS BAY OR 97420-7299



Questions: Call  
**1-888-221-7070**  
 24 hours a day,  
 7 days a week  
 pacificpower.net



BILLING DATE: **Feb 17, 2023**  
 ACCOUNT NUMBER: **51668259-002 6**

**DUE DATE: Mar 7, 2023**

**AMOUNT DUE: \$118.95**



**Your Balance With Us**

Previous Account Balance	129.11
Payments/Credits	-129.11
New Charges	+118.95
<b>Current Account Balance</b>	<b>\$118.95</b>

**Payments Received**

DATE	DESCRIPTION	AMOUNT
Feb 6, 2023	Payment Received - Thank You	129.11
<b>Total Payments</b>		<b>\$129.11</b>

**Detailed Account Activity**

**ITEM 2 - ELECTRIC SERVICE**

63461 Shinglehouse Rd # Shop Coos Bay OR  
 Schedule 23

METER NUMBER	SERVICE PERIOD		ELAPSED DAYS	METER READINGS		METER MULTIPLIER	AMOUNT USED THIS MONTH
	From	To		Previous	Current		
81103714	Jan 17, 2023	Feb 15, 2023	29	39778	40697	1.0	919 kwh
81103714	Demand	Feb 15, 2023			10.286	1.0	10 kw

Next scheduled read date: 03-16. Date may vary due to scheduling or weather.

NEW CHARGES - 02/23	UNITS	COST PER UNIT	CHARGE
Basic Charge, 1P Sec Delivery			17.35
Delivery Charge Secondary	919 kwh	0.0492200	45.23
Supply Energy Sec 1ST 3000 Kwh	919 kwh	0.0610300	56.09
System Benefits Charge	919 kwh	0.0060000	5.51
Public Purpose		0.0150000	1.86
Low Income Discount Recovery	919 kwh	0.0003800	0.35
Low Income Assistance	919 kwh	0.0010400	0.96
B P A Columbia River Benefits	919 kwh	-0.0091400	-8.40
<b>Total New Charges</b>			<b>118.95</b>

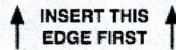
When you provide a check as payment, you authorize us to use the information from your check either to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as we receive your payment and you will not receive your check back from your financial institution. If you would like to opt out of this program and continue processing your payment as a check transaction, please call 1-800-895-0561. If you have opted out previously,

See reverse

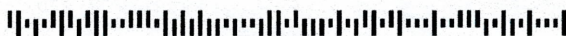
Write account number on check & mail to: Pacific Power, PO Box 26000, Portland, OR 97256-0001

RETAIN THIS PORTION FOR YOUR RECORDS.

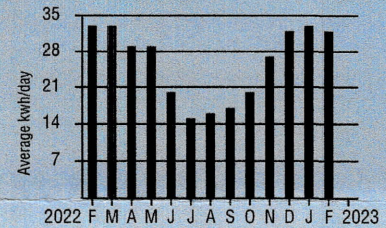
RETURN THIS PORTION WITH YOUR PAYMENT.



PACIFIC POWER  
 PO BOX 26000  
 PORTLAND OR 97256-0001



**Historical Data - ITEM 2**



**Your Average Daily kwh Usage by Month**

PERIOD ENDING	FEB 2023	FEB 2022
Avg. Daily Temp.	43	47
Total kwh	919	943
Avg. kwh per Day	32	33
Cost per Day	\$4.10	\$3.58

Effective March 6, 2023, residential fees for all phone payments and online card payments will increase from \$1.75 to \$1.99 per payment with a \$500 maximum.

Effective March 6, 2023, commercial fees for all phone payments and online card payments will increase from \$1.75 to \$7.99 per payment with a \$2,000 maximum.

**Late Payment Charge for Oregon**

A late payment charge of 2.0% may be charged on any balance not paid in full each month.

**Change of Mailing Address or Phone?**  
 Check here & provide information on back.

Account Number: **51668259-002 6**

Date Due: **Mar 7, 2023**

**AMOUNT DUE: \$118.95**

**Bank Payment - Do Not Pay**

Please enter the amount enclosed.

VERL A RAND  
 JOANNA L RAND  
 SHOP  
 63461 SHINGLEHOUSE RD  
 COOS BAY OR 97420-7299

**Automatic Withdrawal for Total Amount Due to occur on the payment due date**







Questions about your bill: Call toll free **1-888-221-7070** [pacificpower.net](http://pacificpower.net)

BILLING DATE: **Feb 17, 2023** ACCOUNT NUMBER: **51668259-002 6** DUE DATE: **Mar 7, 2023** AMOUNT DUE: **\$118.95**

please disregard this message.

### Manage your account with ease

Popular billing options include Auto Pay, Equal Pay and choice of due dates. You can even earn a credit each month when you sign up for paperless billing. See details and enroll at [pacificpower.net/billoptions](http://pacificpower.net/billoptions)

Choose a new Time of Use pricing plan for your home, business or farm. You'll save money on your bill when you shift energy use away from on-peak hours. Visit [PacificPower.net/TOU](http://PacificPower.net/TOU) or call 1-888-221-7070 to learn more.

Elija un nuevo plan tarifario según la hora de uso (Time of Use) para su hogar, empresa o granja. De esta manera, ahorrará dinero en su próxima factura al hacer cambios en el consumo energético durante las horas pico. Visite la página [PacificPower.net/TOU](http://PacificPower.net/TOU) o llame al 1-888-225-2611 para solicitar más información.

Make a positive impact on the environment. Match all or part of your electricity usage with clean energy. Visit [JoinBlueSky.com](http://JoinBlueSky.com) or call 1-800-769-3717 to learn more.

### Looking for other ways to pay?

Visit [pacificpower.net/pay](http://pacificpower.net/pay) for all your options. You can choose to pay on your device using our mobile app, on our website, at a pay station in your community, or pay over the phone by calling 1-888-221-7070.

### ***New Mailing Address or Phone?***

Please print your new information below and check the box on the reverse side of this Payment Stub. Thank you.

ACCOUNT NUMBER: **51668259-002 6**

\_\_\_\_\_  
LAST

\_\_\_\_\_  
FIRST

\_\_\_\_\_  
M.I.

\_\_\_\_\_  
NEW STREET ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
ST

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

This product contains  
fiber from well-managed,  
independently  
certified forests.



## DURABLE GENERAL POWER OF ATTORNEY

I, VERL RAND do hereby make, constitute, and appoint my daughter, ALYNDA RAND, my Agent and attorney in fact (hereinafter called Agent).

1. Support. To make expenditures for the care, maintenance, support, and general welfare of myself and my spouse.
2. Management. To take possession of, manage, administer, operate, maintain, improve, and control all my property, real and personal; to insure and keep the same insured; and to pay any and all taxes, charges, and assessments that may be levied or imposed upon any thereof;
3. Collections. To collect and receive any money, property, debts, or claims whatsoever, now or hereafter due, owing, and payable or belonging to me; and to forgive debts; and to give receipts, acquittance, or other sufficient discharges for any of the same;
4. Checks and Notes. To sign, endorse, sell, discount, deliver, and/or deposit checks, drafts, notes and negotiable or nonnegotiable instruments, including any payments to me drawn on the Treasury of the United States or the States of Oregon or California, or any other state or governmental entity, and to accept drafts;
5. Investments. To retain any property in the hands of the Agent in the form in which it was received; and to make investments and changes of investments in such securities, including common and preferred stocks of corporations or other property, real or personal, as my Agent may deem prudent;
6. Debts. To pay my debts and other obligations;
7. Litigation. To sue upon, defend, compromise, submit to arbitration or adjust any controversies in which I may be interested; and to act in my name in any complaints, proceedings or suits with all the powers I would possess if personally present and under no legal disability;
8. Acquisition. To bargain for, buy, and deal in property and goods of every description;
9. Disposition. To sell, convey, grant, exchange, transfer, option, convert, mortgage, pledge, consign, lease, and otherwise dispose of any of my property, whether real or personal;
10. Borrowing. To advance or loan the Agent's own funds on my behalf; and to borrow any sums of money on such terms and at such rate of interest as my Agent may deem proper and to give security for the repayment of the same;

11. Agreements. To make and deliver any deeds, conveyances, contracts, covenants, and other instruments, undertakings or agreements, either orally or in writing, which my Agent may deem proper;

12. Voting. To appear and vote for me in person or by proxy at any corporate or other meeting;

13. Safety Deposit Box. To have access to any safety deposit box which has been rented in my name or in the name of myself and any other person or persons;

14. Withdrawal of Funds. To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor or broker in my name or in the name of myself and any other person or persons and generally to do any business with any such financial institution or agency on my behalf;

15. Tax Returns. To sign and file on my behalf all city, county, state, federal, and other governmental or quasi-governmental tax returns or reports, including income, gift, sales, business, and property tax returns or reports of every kind whatsoever; to execute waivers, extension agreements, settlement agreements, and closing agreements with respect to those returns and to appear for me, in person or by attorney, and represent me before the United States Treasury Department or the Oregon Department of Revenue or the taxing authority of any other state or governmental entity;

16. Government Benefits. To do and perform every act necessary or desirable, and to serve as representative payee, with respect to rights and entitlements for my benefit and the benefit of my spouse from Social Security, Medicare, Medicare, Tri-Care and military service, including, but not limited to taking action(s) on my behalf to contest decisions made by such entities regarding my care;

17. Treasury Bonds. To purchase U.S. Treasury bonds or other instruments redeemable at par in payment of federal estate taxes;

18. Additions to Trust. To add any or all of my assets to a trust created by me alone or in conjunction with one or more other persons and already in existence at the time of the creation of this power if the trust provides that the income and principal shall be paid to me or applied for my benefit during my lifetime;

19. Business Interests. To continue as a going concern any business interest owned by me, either individually or as a co-partner;

20. Substitution and Delegation. To appoint and substitute for my said Agent any Agents, nominees, or attorneys to exercise any or all of the powers herein and to revoke their authority at pleasure.

General Authority. I authorize my Agent for me in my name generally to do and perform all and every act and thing necessary or desirable to conduct, manage, and

control all my business and my property, wheresoever situated, and whether now owned or hereafter acquired, as my Agent may deem for my best interests and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from responsibility for my Agent's acts and omissions, and I empower my Agent to indemnify all such persons against loss, expense, and liability.

Third Party Reliance. Third persons may conclusively rely upon the continued validity of this Power of Attorney until receiving actual knowledge of its revocation. Third persons may conclusively rely on a copy of this instrument in its entirety or any portion thereof certified as such by my Agent.

Durability. These powers of attorney shall be exercisable by my Agent on my behalf notwithstanding that I may become legally disabled or incompetent.

Governing Law. All questions pertaining to validity, interpretation and administration of this power shall be determined in accordance with the laws of Oregon.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ~~30~~<sup>30</sup><sup>th</sup> day of ~~April, 2020.~~ *May 2022*

*VR*

*Verl A. Rand*  
VERL RAND

STATE OF OREGON,                    )  
  ) ss.  
County of Coos.

*VR* *May 2<sup>nd</sup> 2022*

On ~~April 30,~~ *May 2<sup>nd</sup>* 2020; VERL RAND personally appeared before me and acknowledged the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Dana A Webber*  
NOTARY PUBLIC FOR OREGON



*[Handwritten mark]*

REAL PROPERTY TAX STATEMENT  
JULY 1, 2022 TO DECEMBER 31, 2022  
COOS COUNTY, OREGON  
200 NORTH WATSON  
COOS BAY, OR 97113

PROPERTY IDENTIFICATION  
COUNTY (01) COOS  
PARCEL (001010) 2011000100  
ADDRESS (001010) 2011000100  
KAYE WALL & ASSOCIATES  
3450 S. PRAYER RD  
COOS BAY, OR 97113

ACCOUNT NO. 0111111  
PROPERTY NO. 2011000100

NET TAXABLE VALUE: 293,650

TAXABLE VALUE: 293,650

EXEMPTIONS:

EXEMPTION	AMOUNT	TOTAL TAXABLE VALUE
TOTAL ASSESSABLE VALUE	293,650	293,650
LAND	10,000	283,650
IMPROVEMENTS	283,650	293,650

NET TAXABLE VALUE: 293,650

TOTAL PROPERTY TAX: 2,013.59

PROPERTY TAX RATE: 0.00686

TOTAL TAX (After Discounts and Prepayments): 2,013.59

ACCOUNT NO.	AMOUNT	DATE DUE	REMARKS
0111111	1,500.00	11/15/22	PREVIOUS YEAR BALANCE
0111111	513.59	11/15/22	2022 PROPERTY TAX
0111111	2,013.59	11/15/22	TOTAL TAX

DISCOUNTS FOR EARLY PAYMENT: 1.5% (Available until 10/15/22)

UNPAID TAXES AND INTEREST AFTER DUE DATE:

DATE	AMOUNT	REMARKS
11/15/22	1,500.00	PREVIOUS YEAR BALANCE
11/15/22	513.59	2022 PROPERTY TAX
11/15/22	2,013.59	TOTAL TAX

MANAGEMENT TO:  
COOS COUNTY TAX OFFICE  
200 NORTH WATSON ST  
COOS BAY, OR 97113

MAILING LABEL (Send this label to us)

After Recording Return To:  
Johnny L. Hughes  
63461 Shinglehouse Road  
Coos Bay OR 97420

24-85288-VH  
RETURN TO KEY TITLE



**TRUST DEED**  
(Consent Required)

THIS TRUST DEED, made on this 01<sup>st</sup> day of February, 2002 between Verl A. Rand and Joanna L. Rand, as tenants by the entirety, as **Grantor**, **KEY TITLE COMPANY**, an Oregon Corporation, as **Trustee**, and Johnny L. Hughes and DeAnna Lynn Coleman, not as tenants in common, but with right of survivorship, as **Beneficiary**,

**WITNESSETH:**

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

A tract of land located in the NW 1/4 of the NE 1/4 of Section 10, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at the quarter quarter corner which is the Northeast corner of the said NW 1/4 of the NE 1/4; thence South 89° 44' West along the North line of said NW 1/4 of NE 1/4 293 feet; thence South 4° 35' West 200 feet; thence South 4° 30' West 100 feet; thence South 89° 44' West parallel to the North line of said NW 1/4 of the NE 1/4 100 feet, more or less, to the Easterly boundary of the County Road; thence Southerly along the Easterly boundary of said County Road 67 feet; thence North 78° 19' East 100 feet; thence South 13° 43' East 100 feet to the North line of the property described in Book 181, Page 391, Deed Records of Coos County, Oregon; thence North 78° 19' East along the North line of said property 229.2 feet, more or less, to the East line of the NW 1/4 of the NE 1/4 referred to above; thence North along the East line of said NW 1/4 of the NE 1/4 to the point of beginning.

**ALSO:**

A tract of land located in the Northwest quarter of the Northeast quarter of Section 10, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at the quarter quarter corner which is the Northeast corner of the said Northwest quarter of the Northeast quarter; thence South 89° 44' West along the North line of said Northwest quarter of the Northeast quarter 293.0 feet; thence South 4° 35' West 200.00 feet; thence South 4° 30' East 100.0 feet; thence South 89° 44' West parallel to the North line of said Northwest quarter of the Northeast quarter 100.0 feet, more or less, to the Easterly boundary of the County Road; thence Southerly along the Easterly boundary of said County Road 67.0 feet to the true point of beginning of the property to be herein described; thence North 78° 19' East 100.0 feet; thence South 13° 43' East 100.0 feet to the North line of the property described in Deed Book 181, Page 391, Records of Coos County, Oregon; thence South 78° 19' West along the Northerly line of said property described in Deed Book 181, Page 391, Records of Coos County, Oregon, 100.0 feet, more or less, to the Easterly boundary of the County Road, thence Northerly along the Easterly boundary of said County Road 100.0 feet, more or less to the true point of beginning.

**ALSO:**

A parcel of land lying in the Northeast quarter of the Northeast quarter of Section 10, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at the Northwest corner of that parcel conveyed to Richard J. Tully, et ux, by deed recorded April 27, 1950 in Deed Book 198, Page 522, Records of Coos County, Oregon; thence Westerly along the North line of said Section 10, to the Northwest corner of said Northeast quarter of the Northeast quarter; thence South along the West line of said Northeast quarter of the Northeast quarter to the Northerly line of that parcel conveyed to Ed Stocker, et ux, by instrument recorded June 21, 1978 as Microfilm Reel Number 78-4-7670, records of Coos County, Oregon;

\* WARNING: 12USC 1701j3 regulates and may prohibit exercise of this option.

thence along said Stocker North line North 89° 46' East to the Southwest corner of Richard J. Tully parcel above described; thence North along the West line of said Tully parcel to the point of beginning.

together with all tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of **One Hundred Thirty-Nine Thousand and 00/100 (\$139,000.00)**, with **Interest thereon** according to the terms of a note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable August 30, 2002.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property of all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, then at the beneficiary's option\*, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement does not constitute a sale, conveyance or assignment.

**To protect the security subject to this trust deed, grantor agrees:**

1. To maintain said property in good condition and repair; not to remove or demolish any building or improvement thereof; not to commit or permit any waste of said property.
2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
4. To provide and continuously maintain insurance on the buildings, now or hereafter erected on the property against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than full insurable value, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings the beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice hereunder or invalidate any act done pursuant to such notice.
5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make sure payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property herein before described, as well as the grantor shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.
6. To pay all costs, fees and expenses of this trust deed including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.
7. To appear in and defend any action or proceeding purporting to affect the security rights of powers of beneficiary or trustee; and in any suit, action or proceedings in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decrees of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.
8. **It is mutually agreed that:** In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by

\* WARNING: 12USC 1701j3 regulates and may prohibit exercise of this option.

Escrow No. 24-85288

beneficiary in such proceedings, and the balance applied from the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

10. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

11. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event the beneficiary may elect to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceeds to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

12. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not be due had no default occurred. Any other default that is capable of being cured may be cured by tending the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

13. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

14. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

15. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointments, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of appointment of the successor trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid unencumbered title thereto, except as may be set forth herein or in an addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

Taxes, easements, covenants, conditions, restrictions, setback lines of record, if any.

NONE

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and

may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are primarily for grantor's personal family or household purposes.

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

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

**IN WITNESS WHEREOF, said grantor has executed this instrument the day and year first above written.**

Dated this 11 day of February, 2002,

*Verl A. Rand*  
Verl A. Rand

*Joanna L. Rand*  
Joanna L. Rand

State of   , County of    )ss.

This instrument was acknowledged before me on February 11, 2002  
by Joanna L. Rand

*Terril Mlyniec*  
Notary Public

My commission expires: 8-13-05

Unofficial Copy



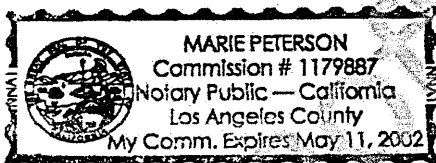


**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
 County of Los Angeles } ss.

On 02/07/02, before me, Marie Peterson,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared Verl A Rand,  
Name(s) of Signer(s)

personally known to me  
 approved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Marie Peterson  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Trust Deed

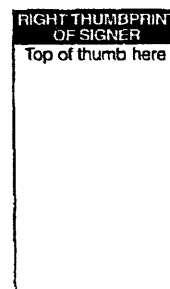
Document Date: 02/07/02 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



# ECONO ROOTER SERVICES, INC

P.O. Box 627 • Coquille, OR 97423

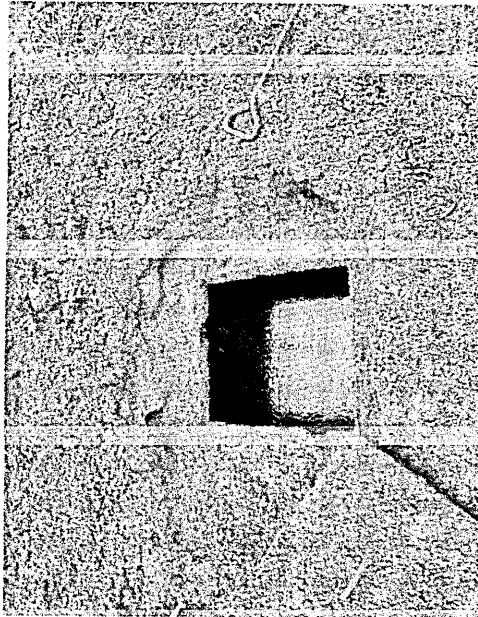
396-4804  
Coquille, Myrtle Point

266-7204  
Coos Bay, North Bend

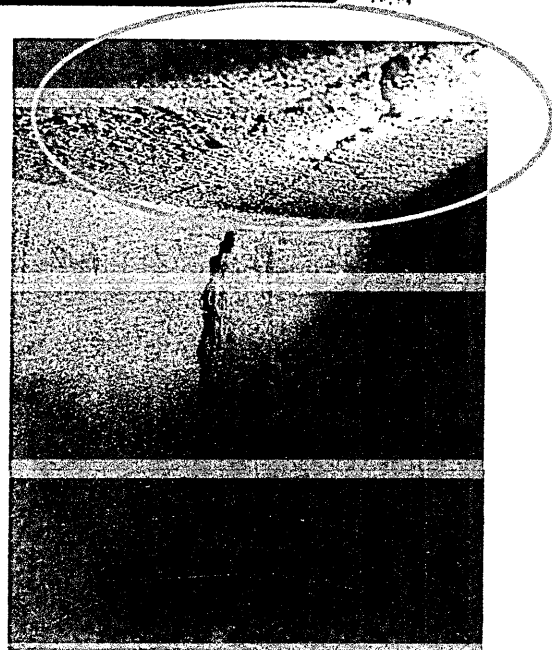
347-8250  
Bandon, Port Orford

396-6529  
Fax

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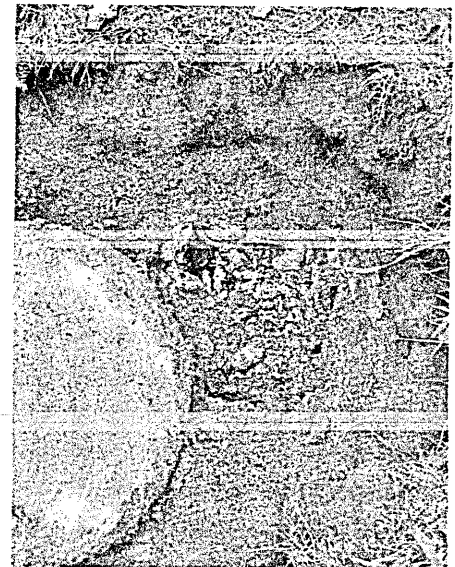


*Tank Opening*



*Deteriorated Tank Top*

**The equal distribution box was found 5 ft off of the tank. It was found completely deteriorated and filled with soil. Approximately 4-6 inches of all the pipes in the d-box have been flattened. The distribution box is not functioning and needs to be replaced, additionally all pipes within the d-box need to be repaired to make a proper seal to the d-box.**



*Distribution Box*

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396-4804

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266-7204

Coos Bay, North Bend

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Bandon, Port Orford

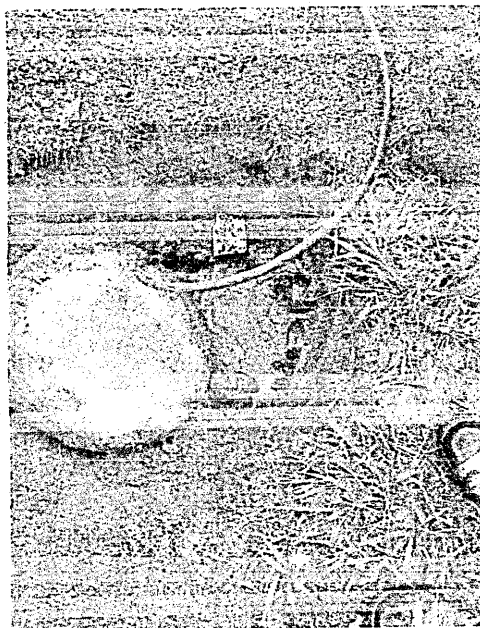
396-6529

Fax

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Lastly, the drainfield lines were probed to confirm location. We were able to confirm 3 lines each approximately 75ft in length. While records show there may be a fourth line we could not any evidence of it. We ran a 100-gallon water test to check the health of the lines and the drainfield had no problem taking the water and no line was observed to be weak. *The drainfield appears to be in good condition at this time.*



Water Tested Drainfield

Overall, the system does NOT meet the guidelines set by DEQ due to the failed tank and distribution box. Both of which need to be replaced.

(A copy of the DEQ as-built drawing as part of this inspection is found on page # 8 of the DEQ inspection form.)

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## Recommendations.

**Replace tank and distribution box. Estimate included as separate document.**

Patrick Flynn  
President  
Econo Rooter Services Inc.

Inspection photos available via e-mail upon request.

Inspection Certifications:  
Oregon D.E.Q. Installer #1311  
Oregon D.E.Q. Maintenance Provider  
Advanced Certified Installer Onsite Wastewater Treatments Systems

# Existing System Evaluation Report for Onsite Wastewater Systems



State of Oregon Department of Environmental Quality  
Onsite Program  
165 East Seventh Ave, Suite 100  
Eugene, OR 97401

Please answer the following questions completely. Do not leave any blank responses. Write unknown if unknown. Refer to Oregon Administrative Rule 340-071-0155 for more information, and please visit: <http://www.oregon.gov/deq/Residential/Pages/Septic-Smart.aspx>

### Septic System Owner-Provided Information:

Property Owner(s)(Sellers): ALYNDA RAND Telephone: 5622214908  
Site Address: 63459 SHINGLEHOUSE RD City: COOS BAY Zip Code: 97420  
County: COOS COUNTY Lot Size: \_\_\_\_\_ Acres/Square Feet (circle units)

Legal Description: \_\_\_\_\_  
Age of wastewater treatment system 2012 (years) Is there a service contract for system components? \_\_\_\_\_  
Date the septic tank was last pumped 0 (please attach receipt if available)  
Number of people occupying dwelling \_\_\_\_\_ If unoccupied, for how long has it been vacant? \_\_\_\_\_  
Was this section completed by the evaluator because owner or agent was unavailable? \_\_\_\_\_

The above information is true and to the best of my knowledge.  
1/12/2023

DocuSigned by:  
Alynda Rand  
02F4B5D2127343B...  
Signature of Owner, or agent if present

Date (MM/DD/YYYY)

Name of person performing evaluation (please print): Patrick Flynn

### Certification:

- Installer
- Maintenance Provider
- National Association of Wastewater Technicians
- Other: DEQ approved in writing (please describe) \_\_\_\_\_
- Professional Engineer
- Environmental Health Specialist
- Waste Water Specialist

Certification Number: 13111

Business name Econo Rooter Services, Inc Email pflynn@econorooter.us

Business address PO Box 627 Coquille, OR 97423 Phone 541-396-4804

Date of Evaluation: 1-17-2023 (MM/DD/YYYY)

I hereby certify, by my signature, that I meet all of the qualifications required to perform onsite wastewater system evaluations in the state of Oregon pursuant to OAR 340-071-0155.

1-18-2023 Date (MM/DD/YYYY) [Signature] Signature of Qualified Septic System Evaluator

**1. General System Information**

The Existing System Evaluation Report form contains 8 pages. Some of the questions on this form may not pertain to the system being evaluated, as there are many system designs. If you (the septic system evaluator) are unable to answer any of the questions on this form please indicate, in writing, why this information was not available at the time the evaluation was completed.

- The existing septic system consists of (check all that apply):

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Septic Tank | <input type="checkbox"/> Cesspool                                  |
| <input type="checkbox"/> Dosing Tank            | <input checked="" type="checkbox"/> Disposal Trenches/ Leach Lines |
| <input type="checkbox"/> Multi-compartment Tank | <input type="checkbox"/> Capping Fill                              |
| <input type="checkbox"/> Seepage Bed            | <input type="checkbox"/> Sand Filter                               |
| <input type="checkbox"/> Other _____            |  |

**Note:** Cesspools may be used only to serve existing sewage loads and if failing only be replaced with a seepage pit system on lots that are too small to accommodate a standard system or other alternative onsite system.

There is a permit for the septic system  Yes  No  Unknown

- Permit Number(s) 697-245 (Auth Notice)
- Year original septic system installed: 1973 (YYYY)  No record of installation date
- Dates of subsequent repairs or alterations: None (YYYY)
- All plumbing fixtures are connected to the septic system  Yes  No  Unknown

If you answered "No" or "unknown," please describe below:

Disconnected mainline from mobile home that will be demolished.

- Additional Comments:  
\_\_\_\_\_  
\_\_\_\_\_

**2. Overall Septic System Status**

- Discharge of sewage to the ground surface  Yes  No  None observed
- Discharge of sewage to surface waters  Yes  No  None observed
- Sewage backup into plumbing fixtures  Yes  No  Unknown
- Additional Comments:  
\_\_\_\_\_  
\_\_\_\_\_

**3. Septic tank**

In order to fully describe the condition of the tank, the septic tank may need to be pumped. Please indicate below if the septic system tank was pumped during the course of *this* evaluation.

- Septic tank was pumped during the course of *this* evaluation  Yes  No
- If the septic tank was **NOT pumped** during the course of *this* evaluation, please explain (e.g. septic system owner declined to have the tank pumped etc):

• The septic tank material is:

- Concrete
- Steel
- Plastic
- Fiberglass
- Other (explain) \_\_\_\_\_
- Unknown

• Is the septic tank accessible?  Yes  No

• Septic tank volume in gallons 1000

• Tank volume determined by: Check all that apply, add comments below as needed

Permit Records  Measured  Stamped on Tank  Other

• Septic tank risers are at ground level  Yes  No

• Tank appears to be free from defects, leaking and signs of deterioration  Yes  No

If you answered "No," please describe the condition of the septic tank below. For example, evidence of gas corrosion, cracks, leaks, etc.

Tank was found 1 ft below surface with large cracks that run across the top of the tank.

Tank needs to be replaced.

• Septic tank lid(s) is intact  Yes  No

• Septic tank baffles are intact: Inlet  Yes  No Outlet  Yes  No

• Baffle material - Inlet  Plastic  Concrete  Metal Outlet  Plastic  Concrete  Metal

Effluent filter is present  Yes  No

• Effluent filter is free of debris  Yes  No  Not Applicable

• Liquid level in tank relative to invert of outlet  At  Above  Below

If above or below invert outlet, please explain: Tank was below operating level by several inches

• Scum layer 1 (inches) Sludge layer 5 (inches)

• Scum and Sludge layer more than 35% of the total tank volume  Yes  No

Indicate where sludge measured from:  Inlet  Middle  Outlet

• Additional Comments:

4. Dosing tank / Pump Basin

Dosing tanks use a pump to send effluent to a treatment unit or a soil absorption field.

• The septic system has a dosing tank  Yes  No

(If "No," skip the rest of section 4)

• At the time of this evaluation the power was on to test the pump(s):  Yes  No

- Dosing tank capacity \_\_\_\_\_ (gallons)
- Tank volume determined by: Check all that apply, add comments below as needed  
 Permit Records  Measured  Stamped on Tank  Other
- Dosing tank material \_\_\_\_\_
- Dosing tank appears to be watertight and in good condition  Yes  No
- Dosing tank lid is intact  Yes  No
- Electrical components are sealed and watertight  Yes  No
- Pump/ siphon is functional  Yes  No
- Type of Pump  Demand dose  Time dose
- Pump control mechanism is functional (floats, pressure transducer)  Yes  No
- There is a high water alarm  Yes  No
- The high water alarm (audible and visual) is working  Yes  No  Not Applicable
- Type of screen \_\_\_\_\_
- Screen is clean and free of debris  Yes  No - Screen cleaned for this evaluation  Yes  No
- Scum/ sludge present in Dosing tank  Yes  No
- Scum layer \_\_\_\_\_ (inches)      Sludge layer \_\_\_\_\_ (inches)
- Additional Comments:  
\_\_\_\_\_  
\_\_\_\_\_

5. Soil absorption system

The soil absorption system is a set of trenches that receives effluent from the septic tank and filters the effluent before it enters the groundwater.

- The septic system has a soil absorption system  Yes  No  Unknown
- Was the soil absorption system part of the evaluation?  Yes  No  See note below  
If the soil absorption system was not evaluated, please explain below (for example unable to locate, client did not authorize this part of the evaluation):  
\_\_\_\_\_  
\_\_\_\_\_

- Absorption distribution  Equal  Serial  Pressure  Equal via pressure
- Absorption lines construction material:  
 Gravel and pipe  Chamber  Tile  Polystyrene foam and pipe  Other \_\_\_\_\_
- Absorption distribution unit(s):  dropbox  hydrosplitter  equal distribution box
- Intact  Damaged  N/A
- Absorption distribution unit(s) are free of debris or solids  Yes  No  N/A



- Locate all drain lines in soil absorption system  Yes  No  
Total length of drain lines 225+/- (ft)  
Lengths determined by  Physically uncovering portions of system/probing  Written records  
 Fish tape  Electronic locator  camera
- Absorption area appears to be free from roads, vehicular traffic, structures, livestock, deep-rooted plants etc.  
 Yes  No

If you answered "No," please describe below:

A record from 1973 shows (4) 75' drainfield lines. I was only able to find (3) via probing and only found (3) outlet pipes coming from the distribution box.

- Absorption area appears to be free from surface water runoff and down spouts  Yes  No
- Evidence of ponding in absorption area or distribution unit(s)  Yes  No
- The soil absorption system replacement area assigned in the permit record appears to be intact:  
 Yes  No  Replacement area not identified in permit record

If you answered "No," please explain below:

Repair area identified in 1997 Authorization Notice to replace dwelling

- Additional Comments:  
The distribution box was found to be concrete and completely deteriorated. It needs to be replaced.

#### 6. Sand Filter System

There are different sand filter system designs used in Oregon. Not every sand filter system will contain all of the components mentioned below, e.g. pumps. The owner of a sand filter system **permitted on or after January 2, 2014 must** maintain an annual service contract with a certified Maintenance Provider. Maintenance records should be available from the system owner, or the contracted Maintenance Provider. **Please attach copies of the previous two years of maintenance records to this evaluation form.**

- The septic system has a sand filter  Yes  No  
(If "No," skip the rest of section 6)
- Type of sand filter  
 Intermittent  
 Recirculating  
 Bottomless
- Sand filter container appears free from defects, leaks and signs of deterioration:  Yes  No

- Sand filter unit appears to be **free** from roads, vehicular traffic, structures, livestock, deep-rooted plants etc.

Yes  No

If you answered "No," please describe below:

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- Sand filter appears to be **free** from surface water runoff and down spouts  Yes  No
- Evidence of ponding in/ on sand filter media surface  Yes  No
- Surface access to manifold and valves  Yes  No
- Monitoring ports are present  Yes  No
- Lateral lines flushed and equal distribution verified  Yes  No
- The sand filter has a pump  Yes  No  
(If "No", skip the rest of section 6)
- Pump vault appears to be watertight and in good condition  Yes  No  N/A
- Pump is functional  Yes  No
- Pump control mechanism is functional (floats, pressure transducer)  Yes  No
- High water alarm in pump vault (audible and visual) is working  Yes  No
- Pump electrical components are sealed and watertight  Yes  No
- Additional Comments:

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**7. Alternative Treatment Technology System**

The owner of an ATT system *must* maintain an annual service contract with a certified Maintenance Provider. Maintenance records should be available from the system owner, or the contracted Maintenance Provider. **Please attach copies of the previous two years of maintenance records to this evaluation form.**

**Note\*** Some ATT systems may have a WPCF permit. Please contact the local Health Department or the DEQ to obtain a copy of the WPCF permit.

- The septic system has an **Alternative Treatment Technology (ATT)**  Yes  No  
(If "No," skip the rest of section 7)
- Please provide the product name, system ID number, and manufacturer name below:

Product name \_\_\_\_\_  
System ID number \_\_\_\_\_  
Manufacturer name \_\_\_\_\_