



**Coos County  
Planning Department  
Application to Develop in a  
Special Flood Hazard Area**

Official Use Only  
Fee 480<sup>00</sup>  
Receipt No. 239856  
Check No./Cash 1240008448  
Date 3/10/23  
Received By JMB  
File No. FP-23-005

The undersigned hereby makes application for a permit to develop in a designated Special Flood Hazard Area ("floodplain"). The work to be performed is described below and in attachments hereto. The undersigned agrees that all such work shall be done in accordance with the requirements of the Coos County Comprehensive Plan, Coos County Zoning and Land Development Ordinance, and any other applicable Local, State, and Federal regulations. This application does not create liability on the part of the Coos County Planning Department or any officer or employee thereof for any flood damage that results from the reliance on this application or any decision made lawfully thereunder.

Owner(s): VONNELL M. MAJOR Telephone: 541-267-6154  
Address: 98081 STIAN SMITH LN.  
City/State: COOS BAY, OR Zip Code: 97420  
Agent(s): CLYDE F. MULKINS Telephone: 541-751-8900  
Address: P.O. BOX 809  
City/State: NORTH BEND, OR Zip Code: 97459  
Township: 25 S Section: 31-00  
Range: 11 W Tax Lot: 901  
Situs Address: 98081 STIAN SMITH LN.  
City/State: COOS BAY, OR Zip Code: 97420

**A. Description of Work (Complete for All Proposals):**

1. Proposed Development Description:

- New Building  Improvement to Existing Building  
 Manufactured Structure  Fill  
 Other \_\_\_\_\_

2. Size and location of proposed development (a site plan must be attached):

SEE PLOT PLAN

3. Is the proposed development in a Special Flood Hazard Area (Zones A, AE, A1-A30, AH, AO, V, or VE)?

- Yes Zone: A  
 No

4. Per the FIRM, what is the zone and panel number of the area of the proposed development?

Zone: A

Panel Number: 41011C / 0375F

5. Have any other Federal, State, or Local permits been obtained?

- Yes - Copies of all permits must be attached.  
 No

6. Is the proposed development in an identified floodway?

- Yes - A "No Rise Certification" with supporting data must be attached.  
 No

**B. Complete for New Structures and Building Site:**

1. Base Flood Elevation (BFE) at the site (complete one):

- NGVD 29 \_\_\_\_\_ feet Source: \_\_\_\_\_  
 NAVD 88 25.4 24.5 feet Source: TESTIMONY

2. Required lowest floor elevation, including basement (complete one):

- NGVD 29 \_\_\_\_\_ feet Source: \_\_\_\_\_  
 NAVD 88 24.3 feet Source: HISTORIC LEVEL 1964

3. Number and area of flood openings (vents): 18 FLOOD OPENINGS, 1420 sq in

4. Enclosed area below BFE (in square feet): 1320 sq ft



**C. Complete for Alterations, Additions, or Improvements to Existing Structures:**

1. What is the estimated market value of the existing structure? Justification for the estimate must be attached and may include, but is not limited to, appraisals completed by private agencies or the County Assessor's office.

n/a

2. What is the cost of the proposed construction? Justification for the estimate must be attached. The estimate is required to include fair market value for any work provided by the property owner or without compensation.

n/a

3. If the cost of the proposed construction equals or exceeds 50 percent of the market value of the structure, then the substantial improvement provisions shall apply.

**D. Complete for Non-Residential Floodproofed Construction:**

1. Type of floodproofing method:

n/a

2. The required floodproofing elevation is (complete one): n/a

NGVD 29 \_\_\_\_\_ feet Source: \_\_\_\_\_

NAVD 88 \_\_\_\_\_ feet Source: \_\_\_\_\_

3. Floodproofing certification by a registered engineer must be attached.

**E. Complete for Land Divisions, Subdivisions, and Planned Unit Development:**

1. Does the proposal contain 50 lots or 5 acres? n/a

Yes - The plat or proposal must clearly identify base flood elevation.

No

2. Are the 100-year Floodplain and Floodway delineated on the site plan?

Yes

No

**F. Authorization: All areas must be initialed by all applicant(s) prior to the Planning Department accepting any application.**

I hereby attest that I am authorized to make the application for Application to Develop in a Special Flood Hazard Area and the statements within this application are true and correct to the best of my knowledge and belief. I affirm that this is a legally created tract, lot or parcel of land. I understand that I have the right to an attorney for verification as to the creation of the subject property. I understand that any action authorized by Coos County may be revoked if it is determined that the action was issued based upon false statements or misrepresentation.

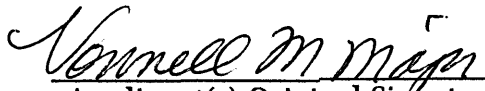
  
Applicant

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

  
Applicant

As applicant(s) I/we acknowledge that it is in my/our desire to submit this application and staff has not encouraged or discouraged the submittal of this application.

  
Applicant

  
Applicant(s) Original Signature

\_\_\_\_\_  
Applicant(s) Original Signature

3-7-23  
Date

\_\_\_\_\_  
Date



# ELEVATION CERTIFICATE

**Important:** Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION				FOR INSURANCE COMPANY USE	
A1. Building Owner's Name Vonnell M. Major				Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 98081 Stian Smith Lane				Company NAIC Number:	
City Coos Bay		State Oregon		ZIP Code 97420	
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Tax Lot 901 T25S-R11W-Sec31-00					
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) _____					
A5. Latitude/Longitude: Lat. <u>N 43.356394</u> Long. <u>W 124.050964</u> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983					
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.					
A7. Building Diagram Number <u>9</u> <input type="checkbox"/>					
A8. For a building with a crawlspace or enclosure(s):					
a) Square footage of crawlspace or enclosure(s) _____ <u>1320</u> sq ft					
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>18</u>					
c) Total net area of flood openings in A8.b _____ <u>1420</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
A9. For a building with an attached garage:					
a) Square footage of attached garage _____ <u>N?A</u> sq ft					
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>N?A</u>					
c) Total net area of flood openings in A9.b _____ <u>N?A</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number Coos County / 41011C			B2. County Name Coos		B3. State Oregon <input type="checkbox"/>
B4. Map/Panel Number 41011C / 0375	B5. Suffix F	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date 12/7/2018	B8. Flood Zone(s) A	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) 25.4
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input checked="" type="checkbox"/> Other/Source: <u>SEE COMMENTS</u>					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Designation Date: <u>N?A</u> <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					



**ELEVATION CERTIFICATE**

OMB No. 1660-0008  
Expiration Date: November 30, 2022

<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>			<b>FOR INSURANCE COMPANY USE</b>
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. <u>VONNELL M. MAJOR 98081 STIAN SMITH LANE</u>			Policy Number:
City <u>COOS BAY</u>	State <u>OR</u>	ZIP Code <u>97420</u>	Company NAIC Number

**SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)**

C1. Building elevations are based on:  Construction Drawings\*     Building Under Construction\*     Finished Construction  
\*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.  
Benchmark Utilized: CRSF 7                      Vertical Datum: NGVD 1929

Indicate elevation datum used for the elevations in items a) through h) below.

NGVD 1929     NAVD 1988     Other/Source: \_\_\_\_\_

Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

- |  |             |  |                                 |
|--|-------------|--|---------------------------------|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor) _____  | <u>24.3</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| b) Top of the next higher floor _____  | <u>26.9</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| c) Bottom of the lowest horizontal structural member (V Zones only) _____  |             | <input type="checkbox"/> feet            | <input type="checkbox"/> meters |
| d) Attached garage (top of slab) _____   |             | <input type="checkbox"/> feet            | <input type="checkbox"/> meters |
| e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments) _____ |             | <input type="checkbox"/> feet            | <input type="checkbox"/> meters |
| f) Lowest adjacent (finished) grade next to building (LAG) _____   | <u>24.3</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| g) Highest adjacent (finished) grade next to building (HAG) _____  | <u>24.6</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support _____                               | <u>24.3</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |

**SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION**

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor?     Yes     No                       Check here if attachments.

Certifier's Name <u>Clyde F. Mulkins</u>	License Number <u>LS2006</u>	
Title <u>Land Surveyor</u>		
Company Name <u>Mulkins and Rambe, LLC</u>		
Address <u>P.O. Box 809</u>		
City <u>North Bend</u>	State <u>Oregon</u>	ZIP Code <u>97459</u>



Signature _____	Date <u>11.17/2023</u>	Telephone <u>5417518900</u>	Ext. _____
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Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)

Latitude and Longitude picked off GOOGLE Earth. NGVD 1929 Elevation converted to NAVD 1988 datum by NGS online program.

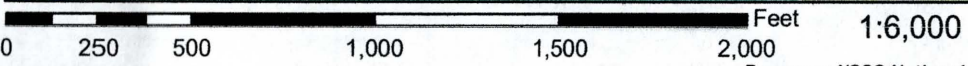
The 1964 high water flood level is assumed to be the 100 BFE and this elevation was shown to me by local individuals present during this event. The 1996 flood level was also known and shown to be 0.9 feet lower.



# National Flood Hazard Layer FIRMette



124°3'32"W 43°21'38"N



124°2'55"W 43°21'12"N

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- |                                    |  |   |
|------------------------------------|--|---|
| <b>SPECIAL FLOOD HAZARD AREAS</b>  |  | Without Base Flood Elevation (BFE)<br>Zone A, V, A99  |
|                                    |  | With BFE or Depth Zone AE, AO, AH, VE, A99  |
|                                    |  | Regulatory Floodway   |
| <b>OTHER AREAS OF FLOOD HAZARD</b> |  | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X |
|                                    |  | Future Conditions 1% Annual Chance Flood Hazard Zone X  |
|                                    |  | Area with Reduced Flood Risk due to Levee. See Notes. Zone X  |
|                                    |  | Area with Flood Risk due to Levee Zone D  |
| <b>OTHER AREAS</b>                 |  | NO SCREEN Area of Minimal Flood Hazard Zone X   |
|                                    |  | Effective LOMRs   |
|                                    |  | Area of Undetermined Flood Hazard Zone I  |
| <b>GENERAL STRUCTURES</b>          |  | Channel, Culvert, or Storm Sewer  |
|                                    |  | Levee, Dike, or Floodwall   |
| <b>OTHER FEATURES</b>              |  | 20.2 Cross Sections with 1% Annual Chance   |
|                                    |  | 17.5 Water Surface Elevation  |
|                                    |  | 8 Coastal Transect  |
|                                    |  | 512 Base Flood Elevation Line (BFE)   |
|                                    |  | Limit of Study  |
|                                    |  | Jurisdiction Boundary   |
| <b>MAP PANELS</b>                  |  | Digital Data Available  |
|                                    |  | No Digital Data Available   |
|                                    |  | Unmapped  |
- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/7/2022 at 12:31 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



**Coos County**  
**2023 Real Property Assessment Report**  
 Account 244601  
 NOT OFFICIAL VALUE

Map 25S1131-00-00901  
 Code - Tax ID 0901 - 244601

Tax Status Assessable  
 Account Status Active  
 Subtype NORMAL

Legal Descr See Record

Mailing MAJOR, VONNELL M  
 98081 STIAN SMITH LN  
 COOS BAY OR 97420-6574

Deed Reference # 2017-6952  
 Sales Date/Price 07-20-2017 / \$0  
 Appraiser GORDON WEST

Property Class 502 MA SA NH  
 RMV Class 500 04 16 RRF

Site	Situs Address	City
20	98081 STIAN SMITH LN	COOS BAY

Value Summary								
Code Area		RMV	MAV	AV	SAV	MSAV	RMV Exception	CPR%
0901	Land	7,466				Land	0	
	Impr	263,580				Impr	0	
<b>Code Area Total</b>		271,046	231,200	237,670	7,466	6,470	0	
<b>Grand Total</b>		271,046	231,200	237,670	7,466	6,470	0	

Land Breakdown										
Code Area	ID #	RFPD	Ex	Plan Zone	Value Source	Trend %	Size	Land Class	LUC	Trended RMV
0901	20	<input checked="" type="checkbox"/>			Farm Site	100	1.00 AC	AV	006*	2,960
	30	<input checked="" type="checkbox"/>			Farm Use Zoned	100	0.45 AC	K1	006*	506
					SITE AMENTIES	100				4,000
<b>Code Area Total</b>							1.45			7,466

Improvement Breakdown										
Code Area	ID #	Year Built	Stat Class	Description	Trend %	Total Sqft	Ex%	MS Acct	Trended RMV	
0901	1	1931	141	One story-Class 4	100	2,432			263,580	
<b>Code Area Total</b>						2,432			263,580	

Exemptions / Special Assessments / Notations										
<b>Notations</b>										
■ FARM/FOREST POT'L ADD'L TAX LIABILITY FARM										
■ FARM HOMESITE										
<b>Code Area 0901</b>										
<b>Fire Patrol</b>						<b>Amount</b>	<b>Acres</b>	<b>Year</b>		
■ FIRE PATROL SRCHG						47.50		2023		
■ FIRE PATROL TIMBER						18.75	1.45	2023		

MS Accounts 0901 - P-4755

20-RS



SECTION 31 T.25S. R.11W. W.M.

COOS COUNTY

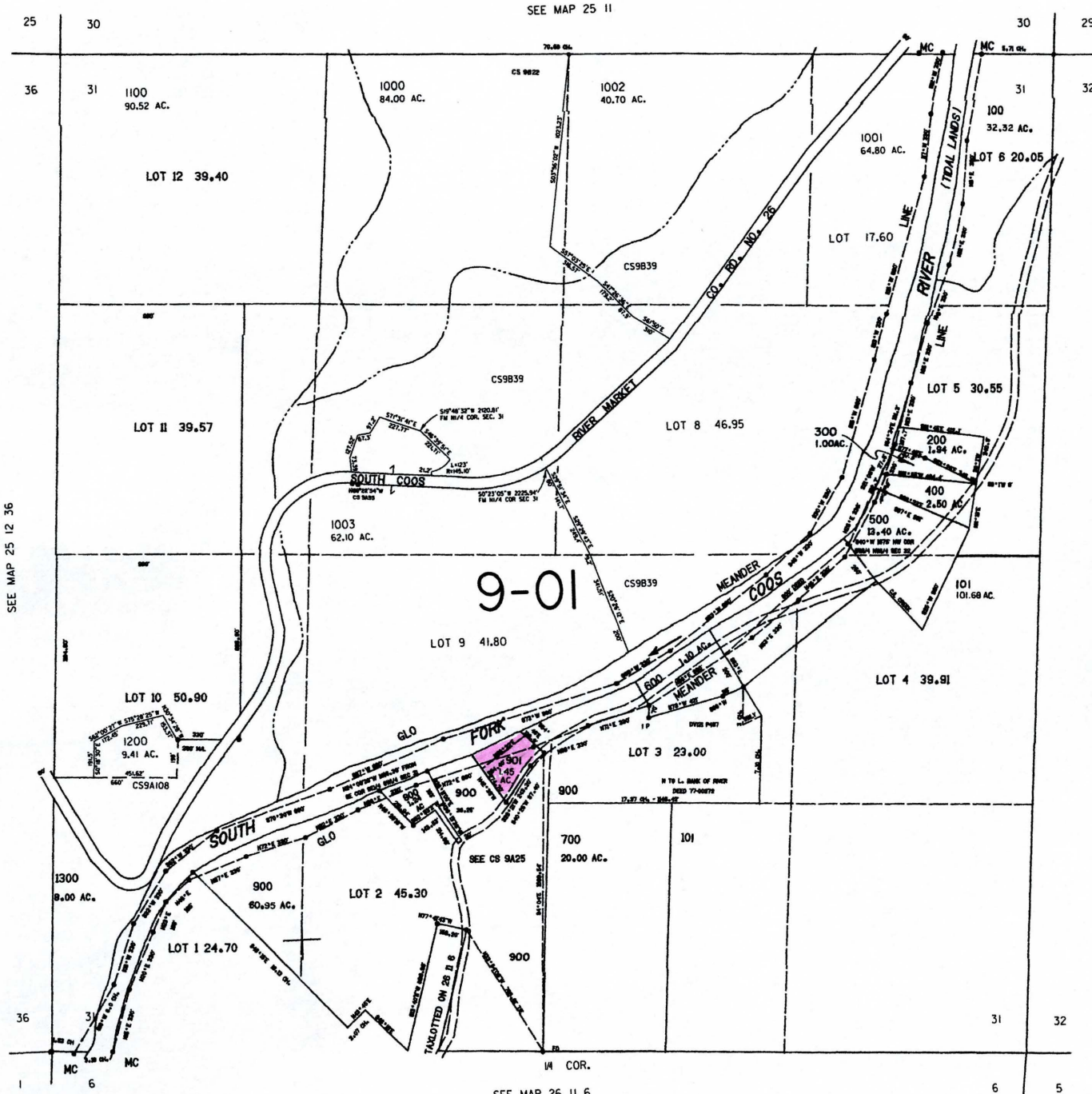
1" = 400'

25 11 31

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

CANCELLED

- 1001
- 1004
- 1005
- 1006
- 1007
- 1008
- 1009
- 1010
- 1011
- 1012



SEE MAP 25 12 36

SEE MAP 25 11 32

SEE MAP 26 11 6

DATE

25 11 31



**WHEN RECORDED RETURN TO:**

Whitty, McDaniel, Bodkin & Combs, LLP  
P. O. Box 1120  
Coos Bay, OR 97420



00063243201700069520020029

DEBBIE HELLER, CEA, COOS COUNTY CLERK

**GRANTOR'S NAME AND ADDRESS:**

Raleigh Patrick Wirth, Personal Representative  
97987 Stian-Smith Lane  
Coos Bay, OR 97420

**GRANTEE'S NAME AND ADDRESS:**

Vonnell M. Major  
98049 Stian-Smith Lane  
Coos Bay, OR 97420

**MAIL TAX STATEMENTS TO:**

Vonnell M. Major  
98049 Stian-Smith Lane  
Coos Bay, OR 97420

**CONSIDERATION:** No separate consideration is being given for this conveyance; it is part of the distribution from the Estate of Thomas Kenneth Smith, probated as Case No. 16PB06085, Circuit Court, Coos County, Oregon.

---

**DEED OF PERSONAL REPRESENTATIVE**

Raleigh Patrick Wirth, personal representative of the estate of Thomas Kenneth Smith, deceased, Grantor, conveys to Vonnell M. Major, Grantee, all of the decedent's interest in the following described real property located at 98081 Stian-Smith Lane, Coos Bay, in Coos County, Oregon:

Beginning at a 1-1/8" iron rod located North 4° 14' West 1589.54 feet from the South 1/4 corner of Section 31, Township 25 South, Range 11 West of the Willamette Meridian, Coos County, Oregon (which point was erroneously described as being South 4° 14' East of said 1/4 corner in the deed whereby Thomas Kenneth Smith and Betty Lee Smith acquired title, said prior deed being recorded at Book 307, Page 118, Coos County Deed Records), which iron rod is located at the Southeast corner of the tract hereby described: Thence South 42° 25' West 87.20 feet to a 1-1/8" iron rod; thence South 29° 21' West 243.20 feet to a 1-1/8" iron rod, the Southwest corner. From this point a line runs North 42° 35' West 274.70 feet to a 1-1/8" iron rod the Northwest corner and thence 30 feet on the same bearing to the high tide line of the South Fork of Coos River; thence Northeast meandering the high tide line along the South Fork of Coos River to a point North 54° 46' West of the point of beginning; thence South 54° 46' East 142.90 feet more or less to the point of beginning. Said lot to include 1.45 acres more or less.

Coos County Tax Assessor's Acct. No. 244601

Grantee represents that he has accepted this Deed on the basis of her own examination and personal knowledge of the real property; that neither Grantor nor Grantor's agents have



made any representations, warranties, or other agreements concerning matters relating to the real property; that neither Grantor nor Grantor's agents have made any agreement or promise to alter, repair or improve the property, that Grantor and Grantor's agents have made no representations with respect to the boundaries or access to the real property; that Grantee takes the real property and all improvements thereon in the condition, known or unknown, existing at the time of this Deed, "AS IS," that is with all defects, if any.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.**

Dated this 20 day of July, 2017.



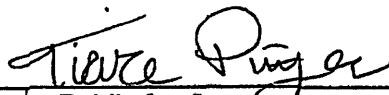
Raleigh Patrick Wirth, Personal Representative of the Estate of Thomas Kenneth Smith, deceased

STATE OF OREGON )

) ss.

County of Coos )

This instrument was acknowledged before me on July 20, 2017, by Raleigh Patrick Wirth, personal representative of the estate of Thomas Kenneth Smith, deceased.

  
Notary Public for Oregon



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

COOS COUNTY, OREGON 2014-08055  
\$101.00 10/09/2014 08:39:12 AM  
Pgs=12



Terri L. Turi, Coos County Clerk

360614011298  
After recording, return to:  
Patrick M. Terry  
PO Box 547  
North Bend, OR 97459

Consideration: \$0.00

Grantors/Grantees:  
Smith-Wirth Lower Ranch, LLC  
PO Box 1590  
Coos Bay, OR 97420

Smith-Wirth Upper Ranch, LLC  
PO Box 1590  
Coos Bay, OR 97420

Frank S. & Ginger C. Williams  
98269 Stian Smith Lane  
Coos Bay, OR 97420

Michael W. & Laurel L. McCoy  
98395 Stian Smith Lane  
Coos Bay, OR 97420

Robert K. Barrow Trust  
98397 Stian Smith Lane  
Coos Bay, OR 97420

Joe A. Pedro  
98430 Stian Smith Lane  
Coos Bay, OR 97420

Thomas K. Smith  
98081 Stian Smith Lane  
Coos Bay, OR 97420

### Easement and Road Maintenance Agreement

#### Recitals:

A. There currently exists a roadway that traverses and provides access to parties' properties. The general location of the roadway is shown on the map attached as Exhibit "A". The right of each party to use the roadway over the other party's property is not currently reflected in the land records of Coos County.

B. The parties wish to grant reciprocal easements over their adjoining properties for the purpose of providing the other parties with legal ingress and egress to their respective properties.

THEREFORE, this Agreement is made as of OCT. 8<sup>th</sup>, 2014, 2014 by the property owners hereto and their successors and assigns with respect to real estate located in Coos County, Oregon, as set forth on Exhibit A, attached hereto and incorporated herein by this reference.

- Property.** This Agreement shall apply to the real property (the "Lots") held by the Owners named herein, adjoining Stian Smith Lane (the "Road") in Coos County, Oregon.
- Owner.** "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot who has signed the Agreement, and the heirs, successors, assigns and personal representatives of said Owners, but, notwithstanding any applicable theory of mortgage law, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title by foreclosure or any proceeding in lieu of foreclosure.
- Road/Recordation of Easement.** The purpose of this Agreement is to provide for the maintenance and upkeep of the Road which services the Lots for the use and benefit of all Owners, and to record any existing easement, the terms of which are as set forth herein.

Therefore, the Owners herein grant to each other, a non-exclusive, perpetual easement for ingress and egress, either on foot or with vehicles, over and across the Road. This easement is appurtenant to the Owners' real property described below.

3.1 The easements granted herein may be utilized by each Owner and their successors, assigns, agents, contractors, and invitees for vehicular and pedestrian ingress and egress to each of their respective properties. The easement granted herein may also be utilized by each party and their successors, assigns, agents, contractors, and invitees for the removal and management of timber, the transportation of livestock, and any other use associated with those activities. The easement shall be 15 feet wide, and centered on the centerline of the currently existing roadway shown on the attached Exhibit A

3.2 The owners of the land upon which portions of the easements are located shall be separately responsible for all real property taxes assessed against their respective properties.

3.3 The easements granted hereunder shall run with the land as to all property burdened and benefited by such easement, including any division or partition of such property. The rights, covenants and obligations contained in this agreement shall bind, burden and benefit each party's successors and assigns, lessees, mortgagees, or beneficiaries under a Deed of Trust.

4. Voting. All Owners shall have one vote per parcel of real estate adjoining the road. For purposes of any meeting, a quorum shall consist of Owners of at least three-fourths (3/4) the Lots being present and voting. Each Lot shall represent one (1) indivisible vote. When more than one Owner holds an ownership interest in a Lot, the vote for that Lot shall be exercised as such Owner among themselves may determine by majority vote. In no event, however, shall the voting rights for a Lot be divided, nor shall more than one (1) vote be cast with respect to any one Lot. If Owners of a Lot are unable to agree in any instance as to how their vote shall be cast, in any instance, then the vote shall not be counted.

5. Repair and Maintenance. The repairs and maintenance to be performed under this Agreement shall be limited to reasonable and normal road improvement and maintenance work to adequately maintain the Road and related drainage facilities to permit all weather access, unless the consent for additional work is agreed to by a majority vote of the Owners owning 100% of the number of parcels served by the Road. Reasonable and normal road maintenance includes snow removal, repairs to prevent erosion, and repairs of ordinary wear of the surface of the Road.\

5.1 Nothing in this Agreement shall limit or restrict the ability of any Owner to perform additional work on the Road at their own expense, even if consent for additional work is not agreed to by a majority vote of the Owners owning 100% of the number of parcels served by the Road.

5.2 Any of the Owners may volunteer to perform any of the maintenance or upkeep including snow removal. If any Owner does perform any of the maintenance and upkeep for the Road, the other Owners shall reimburse the Owner performing the work for the materials and fuel expended by the Owner performing the work. The cost of the materials and fuel shall be equally divided between the other Owners who do not perform the maintenance and upkeep work on the Road. The Owner performing the work shall have thirty days from the completion of the work to request payment from the Owners not performing the work. The Owners not performing the work shall have thirty from the time they receive a request for payment to pay the Owner



performing the work.

5.3 If no Owner volunteers to perform the road maintenance or upkeep, then the ~~AM~~ maintenance and upkeep including snow removal, will be by competitive bid unless a non-competitive price is accepted by vote of a majority of the Owners present at meeting duly called for the purpose of voting on that issue.

6. Allocation of Expenses for Maintenance. The expenses of maintaining and repairing the Road shall be allotted equally between the parcels described on Exhibit A; provided, however, that each party hereto shall be solely responsible for repairing any damage that the party, or his or her individual family members, guests, agents, contractors, or employees, shall cause to the Road.

7. Severability. Invalidation of any one provision of this Agreement by competent authority shall in no way affect any other provision which shall remain in full force and effect.

8. Amendment. This Agreement may be amended by a written instrument executed in recordable form and signed by Owners entitled to cast at least 75% of the votes allocated to the Lots.

9. Covenants. The foregoing covenants shall run with the land and shall be deemed to be for the benefit of the land of each of the Owners and each and every person who shall at anytime own all or any portion of the property referred to herein. It is understood and agreed that the covenants herein contained shall be binding on the personal representatives, heirs, successors, and assigns of each the Owners.

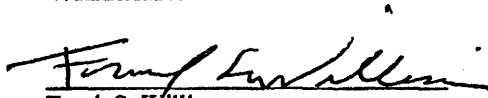
10. No Agency Relationship. This Agreement does not create an agency relationship among the parties and does not establish a joint venture or partnership among the parties. No party has the authority to bind any other party or represent to any person that the party is an agent of any other party.

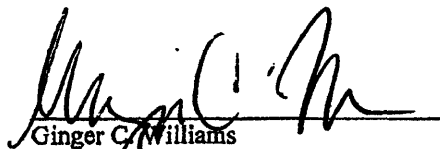
11. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

12. Attorney Fees. If any Owner institutes any suit, claim or action to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such suit, claim or action as determined by the trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WILLIAMS:

  
Frank S. Williams

  
Ginger C. Williams

ROAD MAINTENANCE AGREEMENT

Page 3 of 7

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES


On 10-07-2014 before me, ERIK E. OROZCO, NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared FRANK S. WILLIAMS AND GINGER C. WILLIAMS

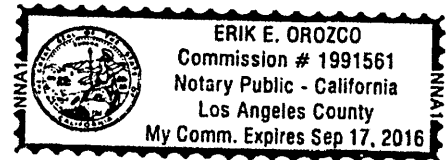
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

#### EASEMENT & ROAD MAINTENANCE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages X Document Date 10-7-201

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is ~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ☒ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ☒ Indicate title or type of attached document, number of pages and date.
  - ☒ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

Securely attach this document to the signed document



STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing Road Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 2014 by Frank S. Williams and Ginger C. Williams.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My commission expires: \_\_\_\_\_

**SMITH-WIRTH LOWER RANCH, LLC:**

Raleigh Wirth  
\_\_\_\_\_  
Smith-Wirth Lower Ranch, LLC  
By: Raleigh Wirth  
Its: Member

\_\_\_\_\_  
\_\_\_\_\_  
Smith-Wirth Lower Ranch, LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF OREGON )  
 ) ss.  
County of Coos )

The foregoing Road Maintenance Agreement was acknowledged before me on 10-6, 2014 by Raleigh Wirth in his ~~her~~ capacity as member of the Smith-Wirth Lower Ranch, LLC.



\_\_\_\_\_  
\_\_\_\_\_  
Notary Public for the State of Oregon  
My Commission expires: \_\_\_\_\_

**MCMOY:**

\_\_\_\_\_  
Michael W. McCoy  
ROAD MAINTENANCE AGREEMENT

\_\_\_\_\_  
Laurel L. McCoy

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing Road Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 2014 by Frank S. Williams and Ginger C. Williams.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My commission expires: \_\_\_\_\_

**SMITH-WIRTH LOWER RANCH, LLC:**

\_\_\_\_\_  
Smith-Wirth Lower Ranch, LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_


\_\_\_\_\_  
Smith-Wirth Lower Ranch, LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing Road Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 2014 by \_\_\_\_\_ is his/her capacity as \_\_\_\_\_ of the Smith-Wirth Lower Ranch, LLC.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My Commission expires: \_\_\_\_\_

*LM.*  
*McCoy*  
*c*  
~~McCoy~~

  
\_\_\_\_\_  
Michael W. McCoy  
ROAD MAINTENANCE AGREEMENT

*Laurel L. McCoy*  
\_\_\_\_\_  
Laurel L. McCoy



STATE OREGON )  
 ) ss.  
County of Coos )

The foregoing Road Maintenance Agreement was acknowledged before me on  
10-07-, 2014 by Michael W. McCoy and Laurel L. McCoy.



Sarah Louise Nix  
Notary Public for the State of Oregon  
My commission expires: 03-02-2018

PEDRO:

\_\_\_\_\_  
Joe A. Pedro

STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing Road Maintenance Agreement was acknowledged before me on  
\_\_\_\_\_, 2014 by Joe A. Pedro.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My commission expires: \_\_\_\_\_

SMITH:

\_\_\_\_\_  
Thomas K. Smith

STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing Road Maintenance Agreement was acknowledged before me on

ROAD MAINTENANCE AGREEMENT

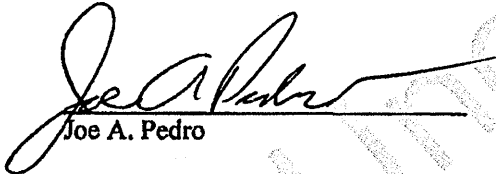
Page 5 of 7

STATE OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing Road Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 2014 by Michael W. McCoy and Laurel L. McCoy.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My commission expires: \_\_\_\_\_

PEDRO:

  
\_\_\_\_\_  
Joe A. Pedro

STATE OF OREGON )  
 ) ss.  
County of COOS )

The foregoing Road Maintenance Agreement was acknowledged before me on Sept 26, 2014 by Joe A. Pedro.



  
\_\_\_\_\_  
Notary Public for the State of Oregon  
My commission expires: 08-25-15

\_\_\_\_\_  
Thomas K. Smith

STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing Road Maintenance Agreement was acknowledged before me on

ROAD MAINTENANCE AGREEMENT

Page 5 of 7



STATE OREGON                    )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing Road Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 2014 by Michael W. McCoy and Laurel L. McCoy.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My commission expires: \_\_\_\_\_

**PEDRO:**

\_\_\_\_\_  
Joe A. Pedro

STATE OF OREGON                    )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing Road Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 2014 by Joe A. Pedro.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My commission expires: \_\_\_\_\_

**SMTIH:**

Thomas K. Smith  
Thomas K. Smith

STATE OF OREGON                    )  
  ) ss.  
County of LANE )

The foregoing Road Maintenance Agreement was acknowledged before me on \_\_\_\_\_





\_\_\_\_\_, 2014 by Thomas K. Smith.

\_\_\_\_\_  
Notary Public for the State of Oregon...  
My Commission expires: \_\_\_\_\_

SMITH-WIRTH UPPER RANCH, LLC:

\_\_\_\_\_  
Smith-Wirth Upper Ranch, LLC  
By: Bart Wirth  
Its: Member

\_\_\_\_\_  
Smith-Wirth Upper Ranch, LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF OREGON )  
County of COOS ) ss.

The foregoing Road Maintenance Agreement was acknowledged before me on Oct. 6, 2014 by Bart Wirth, is his/her capacity as Member of the Smith-Wirth Upper Ranch, LLC.



Lisa Summa  
\_\_\_\_\_  
Notary Public for the State of Oregon  
My commission expires: 2-2-2018

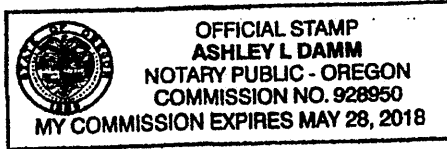
ROBERT K. BARROW, TRUST:

Stanley Cox  
\_\_\_\_\_  
Stanley Cox, Trustee  
Robert K. Barrow, Trust

STATE OF OREGON )  
County of Lane ) ss.

The foregoing Road Maintenance Agreement was acknowledged before me  
ROAD MAINTENANCE AGREEMENT Page 6 of 7

on September 29, 2014 by Stanley Cox, Trustee of the Robert K. Barrow Trust.



Ashley D  
Notary Public for the State of Oregon  
My commission expires: 05/28/2018

**OWNERS OF LOTS SERVED BY THIS AGREEMENT  
AND REFERENCE TO DEED WITH LEGAL DESCRIPTION**

<u>OWNER</u>	<u>Deed Recording No., Coos County, OR</u>
Smith-Wirth Lower Ranch, LLC PO BOX 1590 Coos Bay, OR 97420 Tax ID: 244600 25-11-31 900	Recording Number 96-01-0636
Frank S. & Ginger C. Williams 98269 Stian Smith Ln Tax ID: 244800, 244900 25-11-31 500 & 600	Recording Number 95-10-0344 Recording Number 2012-8172
Michael W. & Laurel L. McCoy 98395 Stian Smith Ln Tax ID: 245100 25-11-31 400	Recording Number 1998-53554
Robert K. Barrow Trust 98397 Stian Smith Ln Tax ID: 245200 25-11-31 300	Recording Number 2007-8685
Joe A. Pedro 98430 Stian Smith Ln Tax ID: 245300 25-11-31 200	Recording Number 2003-13280
Smith-Wirth Upper Ranch LLC PO Box 1590 Coos Bay, OR 97420 Tax ID: 244500 25-11-31-100	Recording Number 96-01-0637
Thomas K. Smith 98081 Stian Smith Ln Tax ID: 244601 25-11-31 901	Recording Number 88-04-1500