

David & Kay Rully
12870 Piper Hill Dr.
Penn Valley Ca. 95946
dragonspooner@yahoo.com

Monday May 11, 2022

Coos County Planning
60 E. Second
Coquille OR. 97433

RE: Completeness Review Additional Information ACU-22-004

To whom it may concern:

The following narrative and attachments are in response to your March 10th 2022 letter of review and request for additional information as per. Item #6 Covenants and Item #9 Applicable Criteria, TEMPLATE DWELLING-215-750 and Section 4.6.130, and Section 4.6.140.

Item #6. Three Covenant Recording groups covering numbers, 78-03-01070 Agreement between Stella Burris and Coos CO. Board of Commissioners for land acquisition for Libby Lane re-alignment. Recordings 78-03-01073 and 78-010-1077, are the Warranty Deed for the property line adjustment.

Attached is a letter dated 3/22/2022 sent to Mr. Jason Vinyard, Coos Co. Road Dept. re: the status of the existing driveway to 92616 Libby Lane.

Item #9. CRITERIA. TEMPLATE DWELLING-215-750 Alternative forestland dwellings:
NOTE: The County does not appear to have provided a definition for "TEMPLATE." Hence, Webster's Collage Dictionary 1997.

Tem.plate 1. A pattern, mold or the like serving as a gauge or guide.

Given this I will surmise that a Manufactured Home floor plan will meet this requirement and has already been provided in the Application.

(3) a. 4.3.225 Proposed project meets General Siting Standards.

Volume 1, Part 2, page 75. (4.3) 92616 Libby Lane is 3.38 acres and falls below the 10 acre minimum for Forest Production. (4.6) #11 All other not high value farm land.

4.6.100 F, Forest zone.

4.6.130 Proposed project meets #1 sec. a,b. #2, #3 Domestic water service and fire protection. Coos Bay-North Bend Water Board acct # 050544-002, information already provided with application.

Section 4.3.200 table, page IV, #26, a Residential Manufactured Home: see OR 01-02-004 meets the definition in Chapter 2, of DWELLING UNIT.

(3) b. Attached are four documents:

1. Record of Individual Sewage Disposal System dated, 12/26/1973
2. Permit #2784-222 Oregon Dept. of Environmental Quality for an approved septic system, dated 10/01/1984
3. AN# 692-269 Oregon Dept. of Environmental Quality for upgrades to septic system, dated 12/29/1992
4. Coos Co. Assessor's Office Account Detail Assessment 2008 for 92616 Libby Lane showing the existence of a 12' wide Class 5 mobile home.

These documents represent a timeline of historical use of this property.

(3) c. N/A

(3) d. No dwellings presently exist on this site.

(3) e. See attached Recorded Documents 72-2-68311 to 72-2-68313 and 74-3-97394. Donation Land Claim No. 37, Section 4, Twp. 26, S.R.13 WWM.

(3) f. N/A

(3) g. N/A

(3) h. N/A

(4) This property historically has two addresses, 92616 and 92626 Libby Lane, with two separate water services. However, the Coos Co. Assessor lists it as a single piece of property and is taxed as such.

(5) N/A

SECTION 4.6.130

(1) a. Deed Declaration #2022-01194, already provided with application.

(1) b. N/A

(2) N/A

(3) a. Already provided.

b. N/A

c. N/A

(4) N/A

SECTION 4.6.140

(1) Property meets criteria.

- (2) Meets setback requirements
- (3) Meets vision clearance provisions in Section 7.1.525
- (4) N/A
- (5) Recorded 2022-01194 2/7/2022 DEED DECLARATION, Forest Management Covenant, already provided with application.
- (6) a through f, No impact.
- (7) Already provided.
- (8) Vegetation removal is in progress for 0% slope site.
- (9) Already provided see Palm Harbor Homes Manufacturer roofing specifications.
- (10) Existing driveway constructed by Coos County per Recorded agreement 78-3-01070.

Respectfully submitted 4/12/2022

David Rully

A handwritten signature in black ink, appearing to read "David Rully", written in a cursive style.



NOTICE OF COMPLETENESS

Coos County Planning
60 E. Second.
Coquille, OR 97423
<http://www.co.coos.or.us/>
Phone: 541-396-7770

Thursday, March 10, 2022

David & Kay Rully
12870 Piper Hill Dr.
Penn Valley, CA 95946

RE: Completeness Review for ACU-22-004

Dear Applicant(s):

Thank you for submitting your Administrative Conditional Use. The first step in the application process is a completeness review. The following items were required to be included in your application or determined prior to the acceptance of the application:

1. The correct and completed application form was filed. If the proposed use/activity will occur in an identified hazard area the correct reports or certifications have been included.
2. 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; a consent form may be accepted
3. One original and one exact unbound copy of the application or an electronic copy shall be provided at the time of submittal for all applications;
4. A detailed Project Proposal was provided;
5. A detailed parcel map of the subject property illustrating the size and location of existing and proposed uses, structures and roads on an 8½" x 11" paper to scale. Applicable distances must be noted on the parcel map along with slopes. (See example plot map);
6. Covenants or deed restrictions on the property were provided or were found not to exist. **The Warranty Deed states that there may be a Covenants recorded on this property with recording number 78-3-01070 and also 78-3-01073 & 78-3-1077 (Libby Railroad)**
7. All of the lots or parcels that are currently within the applicant's ownership, co-ownership or is purchasing which have a common boundary with the subject property on an assessment map were listed on the application;
8. A copy of the current deed of record has been provided;
9. All the applicable criteria have been addressed; **See page 3**
10. The property was created legally;
11. All development was cited in compliance with the Coos County Zoning and Land Development Ordinance or this application will bring a use or activity into compliance; and
12. All road, driveway, access, parking plan or traffic impact analysis has been submitted as required by the Coos County Zoning and Land Development Ordinance.

This application has been:

- Deemed complete as of the date this letter was sent and the application has been forwarded to all applicable agencies or departments for comment; or

- Deemed incomplete due to missing information as shown by the unchecked boxes above. As the applicant for a permit or limited land use it is your responsibility to submit one of the following within 180 days to the Planning Department:
- All of the missing information;
 - Some of the missing information and written notice from the applicant that no other information will be provided; or
 - Written notice from the applicant that none of the missing information will be provided.

If the application is found to be incomplete and steps a, b or c are not completed within the required timeframe (180 days), then on the 181st day the application will be deemed void. If you submit material by email you are responsible to follow up with staff to ensure that information was received. On the day the department receives one of the options (a. through c.) above is the date your application will be considered complete.

Once your application has been deemed complete staff will continue with the review process. Your application will go through the following steps (checked steps apply to your application):

<input type="checkbox"/>	1.	The first step is requesting comments from any applicable agency or department. Most agencies have 30 days to respond to comments.
<input type="checkbox"/>	2.	If this is a land division Technical Review Committee (TRC) will be scheduled once all comments have been received. Once the TRC has been completed a tentative decision is mailed out approximately six (6) weeks after. The notice of tentative decision will provide for a fifteen (15) day opportunity to appeal. If appealed it will be scheduled for hearing. The decision only becomes final after the final partition plat has been filed.
<input type="checkbox"/>	3.	If this is application requires a hearing, a notice of hearing will be provided 20 days prior to the hearing. Once the hearing is concluded a notice of decision will be mailed out within five to seven days. If this is a Planning Commission decision the notice will provide for an opportunity to appeal (15) fifteen days to the Board of Commissioners. If this is a Board of Commissioners decision there is a twenty-one (21) day appeal period to the Land Use Board of Appeals.
<input type="checkbox"/>	4.	If this is an administrative review (Administrative Conditional Use, Extension, or Variance) a notice of decision with an opportunity to appeal will be mailed out once the review has been completed. Approximately, six weeks after the application has been deemed complete. The notice of decision will provide for a fifteen (15) day opportunity to appeal. If not appealed the decision becomes final. <i>Property line adjustment discrete parcel 12 day opportunity to appeal.</i>
<input type="checkbox"/>	5.	If this is a limited land use notice then a notice requesting comments will be mailed as soon as the application has been deemed complete and then a review and decision will be issued. Approximately, four weeks after the comments time has expired. The notice of decision will provide for a fifteen (15) day opportunity to appeal. If not appealed the decision becomes final.

Except when an applicant requests an extension of the timelines, the governing body of the county or its designee shall take final action on an application for a permit or limited land use decision within 120 (urban zone) days or 150 (rural) days as applicable.

If you have questions about the land use process please contact planning staff for assistance.

Thank you,

Amy Dibble

Amy Dibble, Planner II

C: File

CRITERIA

TEMPLATE DWELLING - 215.750 Alternative forestland dwellings; criteria.

- (3) A proposed "template" dwelling under this rule is allowed only if:
- a. It will comply with the requirements of an acknowledged comprehensive plan, acknowledged land use regulations, and other provisions of law;
 - b. It complies with the requirements of OAR 660-006-0029 and 660-006-0035;
 - c. No dwellings are allowed on other lots or parcels that make up the tract and deed restrictions established under section (5) of this rule for the other lots or parcels that make up the tract are met;
 - d. The tract on which the dwelling will be sited does not include a dwelling.
 - e. The lot or parcel on which the dwelling will be sited was lawfully established.
 - f. Any property line adjustment to the lot or parcel complied with the applicable property line adjustment provisions in ORS 92.192.
 - g. Any property line adjustment to the lot or parcel after January 1, 2019, did not have the effect of qualifying the lot or parcel for a dwelling under this section; and
 - h. If the lot or parcel on which the dwelling will be sited was part of a tract on January 1, 2019, no dwelling existed on the tract on that date, and no dwelling exists or has been approved on another lot or parcel that was part of the tract.
- (4) Subsection (1)(d) and (3)(e) through (4) of Section (II) TEMPLATE DWELLING applies:
- a. On and after November 1, 2021 in Columbia, Coos, Curry, Deschutes, Douglas, Josephine, Linn, Marion, Washington, and Yamhill Counties with following limited exception:
 - i. Prior to November 1, 2023, the county may allow the establishment of a single-family dwelling on a lot or parcel that was part of a tract on January 1, 2021, if;
 - 1. No more than one other dwelling exists or has been approved on another lot or parcel that was part of the tract; and
 - 2. The lot or parcel qualifies, notwithstanding subsection (3)(h), for a dwelling under section (1) of this rule.
- (5) When the lot or parcel on which the dwelling will be located is part of a tract, the remaining portions of the tract shall be consolidated into a single lot or parcel and a deed restriction using the form provided in OAR 660-06-027(6), "Exhibit A," shall be completed and recorded with Coos County Clerk. The covenants, conditions and restrictions in the deed restriction:
- a. The covenants, conditions and restrictions are irrevocable, unless a statement of release is signed by an authorized representative of the county or counties where the property subject to the covenants, conditions and restrictions is located. Enforcement of the covenants, conditions and restrictions may be undertaken by the department or by the county or counties where the property subject to the covenants, conditions and restrictions is located.
 - b. The failure to follow the requirements of this section shall not affect the validity of the transfer of property or the legal remedies available to the buyers of property that is subject to the covenants, conditions and restrictions required by this section.
 - c. The county planning director shall maintain a copy of the covenants, conditions and restrictions filed in the county deed records pursuant to this section and a map or other record depicting tracts do not qualify for the siting of a dwelling under the covenants, conditions and restrictions filed in the county deed records pursuant to this section. The map or other record required by this subsection shall be readily available to the public in the county planning office.

*sewer permit
Date 12-30-1992
9-27-1984
12-26-1873*

N/A

N/A

*All recorded cov.
78-3-01070 to 01080 a.
ave for Libby Lane
right of way purchase
by Coos Co.*

SECTION 4.6.130 SITING STANDARDS FOR DWELLING AND STRUCTURES IN FOREST ZONES

The following siting criteria or their equivalent shall apply to all new dwellings and structures in forest and agriculture/forest zones. These criteria are designed to make such uses compatible with forest operations and agriculture, to minimize wildfire hazards and risks and to conserve values found on forest lands. A governing body shall consider the criteria in this rule together with the requirements OAR 660-0060-0035 to identify the building site:

- (1) Dwellings and structures shall be sited on the parcel so that:
 - (a) They have the least impact on nearby¹ or adjoining forest or agricultural lands;
 - (c) The amount of forest lands used to site access roads, service corridors, the dwelling and structures is minimized;
- (2) Siting criteria satisfying section (1) of this section may include setbacks from adjoining properties, clustering near or among existing structures, siting close to existing roads and siting on that portion of the parcel least suited for growing trees.
- (3) The applicant shall provide evidence to the governing body that the domestic water supply is from a source authorized in accordance with the Water Resources Department's administrative rules for the appropriation of ground water or surface water and not from a Class II stream as defined in the Forest Practices rules (OAR chapter 629). For purposes of this section, evidence of a domestic water supply means:
 - (a) Verification from a water purveyor that the use described in the application will be served by the purveyor under the purveyor's rights to appropriate water;
 - (b) A water use permit issued by the Water Resources Department for the use described in the application; or
 - (c) Verification from the Water Resources Department that a water use permit is not required for the use described in the application. If the proposed water supply is from a well and is exempt from permitting requirements under ORS 537.545, the applicant shall submit the well constructor's report to the county upon completion of the well.
- (4) As a condition of approval, if road access to the dwelling is by a road owned and maintained by a private party or by the Oregon Department of Forestry, the U.S. Bureau of Land Management, or the U.S. Forest Service, then the applicant shall provide proof of a long-term road access use permit or agreement which could include an easement. The road use permit may require the applicant to agree to accept responsibility for road maintenance.

SECTION 4.6.140 DEVELOPMENT AND SITING CRITERIA:

This section contain all of the development standards for uses (unless otherwise accepted out by a use review) and all of the siting standards for development.

1. Except as provided in subsection 4.6.145 of this ordinance, the following minimum lot or parcel sizes apply for land designated forestland, is at least 80 acres.

Minimum lot size will not affect approval for development unless specified in use. The size of the parcel will not prohibit development as long as it was lawfully created or otherwise required to be a certain size in order to qualify for a use.

¹ For the purpose of this section "Nearby" is defined as within the decision notification area as defined in Section 5.0.900(2) for farm zoned property.

- 022-01194
wvdcd
2-7-2022
- OK 2. Setbacks: All Development with the exception of fences shall be set back a minimum of thirty-five (35) feet from any road right-of-way centerline, or five (5) feet from any right-of-way line, whichever is greater.
- OK 3. Fences, Hedges and Walls: No requirement, except for vision clearance provisions in Section 7.1.525.
- N/A 4. Off-Street Parking and Loading: See Chapter VII.
5. Minimizing Impacts: In order to minimize the impact of dwellings in forest lands, all applicants requesting a single family dwelling shall acknowledge and file in the deed record of Coos County, a Forest Management Covenant. The Forest Management Covenant shall be filed prior to any final County approval for a single family dwelling.
6. Riparian Vegetation Protection. Riparian vegetation within 50 feet of a wetland, stream, lake or river, as identified on the Coastal Shoreland and Fish and Wildlife habitat inventory maps shall be maintained except that:
- a. Trees certified as posing an erosion or safety hazard. Property owner is responsible for ensuring compliance with all local, state and federal agencies for the removal of the tree.
 - b. Riparian vegetation may be removed to provide direct access for a water-dependent use if it is a listed permitted within the zoning district;
 - c. Riparian vegetation may be removed in order to allow establishment of authorized structural shoreline stabilization measures;
 - d. Riparian vegetation may be removed to facilitate stream or stream bank clearance projects under a port district, ODFW, BLM, Soil & Water Conservation District, or USFS stream enhancement plan;
 - e. Riparian vegetation may be removed in order to site or properly maintain public utilities and road right-of-ways;
 - f. Riparian vegetation may be removed in conjunction with existing agricultural operations (e.g., to site or maintain irrigation pumps, to limit encroaching brush, to allow harvesting farm crops customarily grown within riparian corridors, etc.) provided that such vegetation removal does not encroach further into the vegetation buffer except as needed to provide an access to the water to site or maintain irrigation pumps; or
 - g. The 50 foot riparian vegetation setback shall not apply in any instance where an existing structure was lawfully established and an addition or alteration to said structure is to be sited not closer to the estuarine wetland, stream, lake, or river than the existing structure and said addition or alteration represents not more than 100% of the size of the existing structure's "footprint".
 - h. Riparian removal within the Coastal Shoreland Boundary will require a conditional use. See Special Development Considerations Coastal Shoreland Boundary.
 - i. The 50' measurement shall be taken from the closest point of the ordinary high water mark to the structure using a right angle from the ordinary high water mark.
7. All new and replacement dwellings and permanent structures shall, at a minimum, meet the following standards.
- N/A b. The dwelling will not be sited on a slope of greater than 40 percent. Slope² will also determine additional firebreak in Section 8 Firebreak. Evidence is provided that the

² Slope calculations must include the primary and additional fuel-free breaks. Staff will use the slopes from the soil data found in the Soil Survey of Coos County Oregon² published by United States Department of Agriculture, Soil Conservation Service, in cooperation with Oregon Agricultural Experiment Station. Staff will accept an on ground study for slope from an

No ϕ impact

domestic water supply is from a source authorized by the Water Resources Department and not from a Class II stream as designated by the State Board of Forestry.

- f. The owner provides and maintains primary fuel-free break and secondary break areas on land surrounding the dwelling that is owned or controlled by the owner and complies with Section 8 Firebreak.

8. Firebreak:

Vegetation removal in progress

- a. The property owner shall maintain a primary firebreak safety zone around all structures. Vegetation within this primary safety zone may include mowed grasses, low shrubs (less than ground floor window height), and trees that are spaced with more than 15 feet between the crowns and pruned to remove dead and low (less than 8 feet from the ground) branches. Accumulated needles, limbs and other dead vegetation should be removed from beneath trees.
- b. Sufficient garden hose to reach the perimeter of the primary safety zone shall be available at all times.
- c. The owners of the dwelling shall maintain a primary fuel-free break area surrounding all structures and clear and maintain a secondary fuel-free break on land surrounding all structures and clear and maintain a secondary fuel-free break area on land surrounding the dwelling that is owned or controlled by the owner in accordance with the provisions in "Recommended Fire Siting Standards for Dwellings and Structures and Fire Safety Design Standards for Roads" dated March 1, 1991, and published by Oregon Department of Forestry and shall demonstrate compliance with Table 1.
- d. Proof that all of these items will be met include proof of the slope to determine additional firebreak setbacks is required.

Already provided

Table 1 – Minimum Primary Safety Zone

Slope	Feet of Primary Safety Zone	Feet of Additional Primary Safety Zone Down Slope
0%	30	0
10%	30	50
20%	30	75
25%	30	100
40%	30	150

- 9. All new and replacement structures shall use non-combustible or fire resistant roofing materials, as may be approved by the certified official responsible for the building permit.
- 10. Access to new dwellings shall meet road and driveway standards in Chapter VII.

Registered Surveyor or other Registered Professional that is able to make calculations based on the professional licensing requirements.

Recording 78-3-01070 TO 78-3-01080

Mr. Jason Vinyard
Coos Co. Road Dept.
250 N. Baxter St.
Coquille Or. 97423

RE: ACU – 22-004
Application for 92616 Libby Lane Coos Bay
David Rully
12870 Piper Hill Drive
Penn Valley Ca. 95946

Good day to you Jason,

In follow-up to our conversation regarding the driveway access to the above property, I have obtained a copy (enclosed County Recording 78-3-01070) of some pertinent information concerning the existing driveway.

Pursuant to the document the existing driveway was constructed by Coos County Road Dept in 1978 in accordance with the provisions that were agreed to as part of a property line adjustment for the construction and realignment of the County road (Libby Lane).

Since the County agreed to, instituted a Recording 78-3-01070 and constructed the driveway it can be, and will be argued that the driveway as it exists, is in compliance with and has already been accepted by the County. Had the agreement NOT been Recorded, adjusting the driveway might be a consideration. However, the County entered into a contract in 1978 and I will hold the County to the terms of that agreement.

As per the guard rail, it was constructed in 1978 as a condition of the agreement 78-3-01070 but in Section II paragraph A. it, though not specifically addressed, would appear that the Guard Rail is not the responsibility of the County which, due to the rotted timbers would indicate 40+ years of maintenance neglect by ignorance or design.

Sometime mid- summer I will have two 15' wide by 64' long manufactured home sections arriving on site. Since the guard rail at this moment is for show purposes and of little practical use I would propose to remove it temporarily to facilitate the ingress of said home sections. I intend to leave it in place until I have a firm date of delivery and if necessary will replace it when construction is completed. I would appreciate your thoughts on this matter.

Respectfully;

David Rully  Tuesday March 22, 2022
dragonspooner@yahoo.com

78 3 01070

CASE # _____
FILE # _____

FILED MAR 2 1978

AGREEMENT

This agreement is made and entered into this 1 day of March, 1978 by and between Coos County, a political subdivision of the State of Oregon, hereinafter called the County, and Stella L. Burris, Gordon E. Burris and Britton E. Burris, and is intended to facilitate the construction and realignment of a County roadway as described in the Warranty Deed and map, attached hereto and made a part hereof. Consideration for this agreement is the land deed to the County described in the enclosed right-of-way deed for the sum of three thousand five hundred (\$3,500.00) dollars and the improvements and other consideration recited below:

I

A. The County agrees to construct an access road (driveway) left of the proposed roadway at Engineer's station 31+00+. The access will be constructed as follows:

1. a relatively level area adjacent to the proposed roadway;
2. a 16 foot subgrade width;
3. constructed at the level of the shop for a distance of approximately 100+ feet from roadway thence branching, one leg continuing ahead down into the field at a maximum grade of 15% a total length of 70+ feet and the other leg making a curve to the west a total distance of 40+ feet;
4. the placement of 20 cubic yards of aggregate on the driveway.

B. The County agrees to construct a guard rail left of Engineer's centerline station 31+80+ to 32+50+.

78 3 01071

C. The County will install a fence approximately on the right-of-way line left of Engineer's centerline station 30+00+ to 31+30+ and 36+10+ to 37+20+. The fence will be constructed using 36" mesh wire with two stands 4-barbed wire placed above mesh wire on cedar wood post.

D. The County agrees to reconstruct, in a like manner, any corral fence removed to facilitate the road construction.

E. The County agrees to place and compact a minimum of 2,000 cubic yards of material, unless owner requests less, at those locations shown on the attached map, approximately left of Engineer's centerline station 31+00+ to 32+50+

II

A. The Owners agree that after the items covered under I. above have been completed, the County has no obligation whatever to maintain the access road (driveway), fences or other things constructed pursuant to this agreement.

Stella L. Burris
Stella L. Burris

Gordon E. Burris
Gordon E. Burris

Britton E. Burris
Britton E. Burris

STATE OF OREGON)
) ss.
COUNTY OF COOS)

Feb. 17, 1978

PERSONALLY appeared the above named Stella L. Burris, Gordon E. Burris and Britton E. Burris and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:
[Notary Seal]

Rockene R. Luckman
Notary Public for Oregon
My Commission Expires: 7-15-79

78 3 01072

BOARD OF COMMISSIONERS

Conrad
Chairman

William Pittman
Commissioner

Irene Johnson
Commissioner

STATE OF OREGON)
) ss.
COUNTY OF COOS)

March 1, 1978

PERSONALLY appeared the above named Claude E. Waldrop, Woodrow Robison and Irene Johnson and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Janet Willis
Notary Public for Oregon
My Commission Expires: 11/20/79



78 3 01073

WARRANTY DEED

Stella L. Burris, Gordon E. Burris and Britton E. Burris, Grantors, convey: and warrants to Coos County, a political subdivision of the State of Oregon, Grantee, to the use of the public for road purposes, the following described real property, free of encumbrances except as specifically set forth herein:

Two parcels of land lying in donation land claim number 37, and in the SW 1/4 of the SW 1/4 of Section 4, Township 26 South, Range 13 W.W.M., Coos County, Oregon. Said parcels being strips of land lying adjacent to Engineer's centerline, said centerline as follows:

Beginning at a point which is 664.58 feet North and 46.55 feet East of the section corner common to Sections 3, 4, 9, 10, Township 26 South, Range 13 W.W.M. Said point being Engineer's centerline Station P.O.T. 26+66.54. Thence N 62°26'10" W. 50.00 feet; thence 246.35 feet along the arc of a 16° curve left through a central angle of 39°24'59"; thence S 78°08'45"W. 78.27 feet; thence 193.87 feet along the arc of a 16° curve right through a central angle of 31°01'10"; thence N 70°50'05" W 47.93 feet; thence 171.94 feet along the arc of a 10° curve left through a central angle of 17°11'38"; thence N 88°01'43" W 158.26 feet; thence 229.99 feet along the arc of a 10° curve right through a central angle of 22°59'57".

78 3 01074

The southerly limits of Parcel #1 being described as follows:

Beginning at Grantor's Northeast property corner. Said corner being 25+ feet left of approximately Engineer's centerline station 29+00; thence in a straight line to a point which is 30 feet left of centerline station 29+62.89; thence 30 feet parallel to centerline to Engineer's station 31+50; thence to a point 20 feet from Engineer's centerline station 31+50; thence 20 feet parallel to centerline to the intersection of existing right-of-way line, said intersection being at right angle to approximately Engineer's centerline station 32+95.

The southerly limits of Parcel #2 being described as follows:

Beginning at a point on the existing right-of-way line, said point being 30 feet left of approximately Engineer's station 35+90; thence 30 feet parallel to centerline to Engineer's station 36+13.16; thence to a point 50 feet left of Engineer's centerline station 36+13.16; thence 50 feet parallel to centerline to Grantor's west boundary line, crossing said boundary line at approximate centerline station 37+35 containing 0.08 acres more or less.

Containing 0.20+ acres in Parcel #1 and 0.08+ acres in Parcel #2 and the total being 0.28 acres.

78 3 01075

The true and actual consideration for this conveyance is three thousand five hundred (\$3,500.00) dollars paid by Grantee and other valuable consideration contained in the agreement between Coos County and Stella L. Burris, Gordon E. Burris and Britton E. Burris.

Until a change is requested, all tax statements are to be sent to:

Board of Commissioners
Courthouse
Coquille, Oregon 97423

Dated this 17 day of FEB., 1978.

GRANTORS

Stella L. Burris
Stella L. Burris

Gordon E. Burris
Gordon E. Burris

Britton E. Burris
Britton E. Burris

STATE OF OREGON)
) ss.
COUNTY OF COOS)

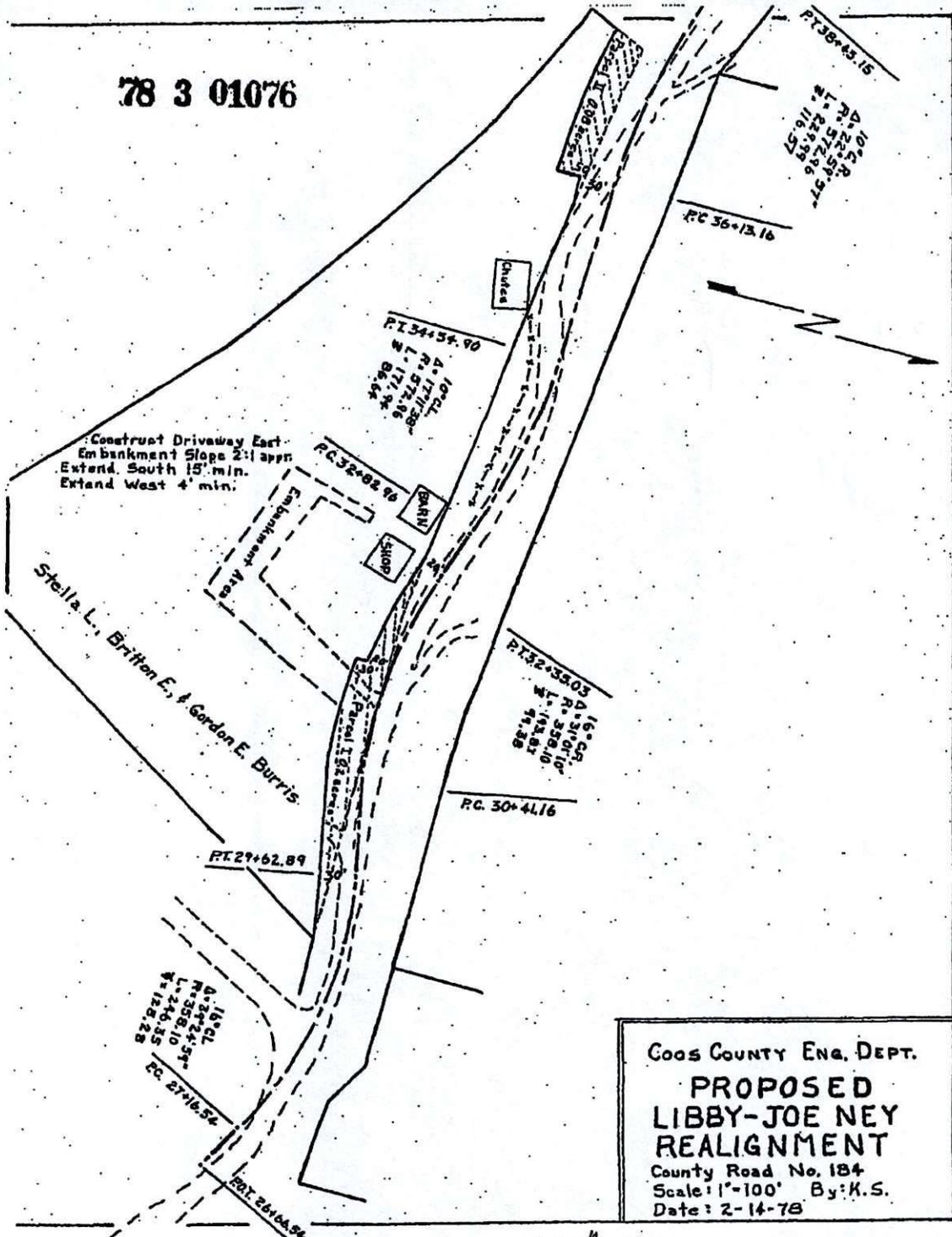
FEB. 17, 1978

PERSONALLY appeared the above named Stella L. Burris, Gordon E. Burris, Britton E. Burris and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Rockne R. Lockman
Notary Public for Oregon
My Commission Expires: 7-15-79

78 3 01076



COOS COUNTY ENG. DEPT.
**PROPOSED
 LIBBY-JOE NEY
 REALIGNMENT**
 County Road No. 184
 Scale: 1"=100' By: K.S.
 Date: 2-14-78

78 3 01070

State of Oregon }
 County of Coos }
 I hereby certify that the within instrument was
 filed for record in the Coos County Deed
 Records.
 WITNESS my hand and seal of County affixed:
 MARY ANN WILSON
 Coos County Clerk
 By: *(Signature)* deputy
 Return to: *(Signature)*
 Per: *(Signature)*

78 3 01077

WARRANTY DEED

CASE # _____
FILE # _____
FILED MAR 2 1978

Stella L. Burris, Gordon E. Burris and Britton E. Burris, GRANTORS
convey and warrants to Coos County, a political subdivision of the STATE OF OREGON
State of Oregon, Grantee, to the use of the public for road purposes,
the following described real property, free of encumbrances except
as specifically set forth herein:

Two parcels of land lying in donation land claim
number 37, and in the SW 1/4 of the SW 1/4 of Section
4, Township 26 South, Range 13 W.W.M., Coos County,
Oregon. Said parcels being strips of land lying
adjacent to Engineer's centerline, said centerline
as follows:

Beginning at a point which is 664.58 feet North
and 46.55 feet East of the section corner common
to Sections 3, 4, 9, 10, Township 26 South, Range
13 W.W.M. Said point being Engineer's centerline
Station P.O.T. 26+66.54. Thence N 62°26'10" W,
50.00 feet; thence 246.35 feet along the arc of
a 16° curve left through a central angle of 39°24'59";
thence S 78°08'45"W. 78.27 feet; thence 193.87 feet
along the arc of a 16° curve right through a central
angle of 31°01'10"; thence N 70°50'05" W 47.93 feet;
thence 171.94 feet along the arc of a 10° curve left
through a central angle of 17°11'38"; thence N 88°01'
43" W 158.26 feet; thence 229.99 feet along the arc
of a 10° curve right through a central angle of
22°59'57".

78 3 01078

The southerly limits of Parcel #1 being described as follows:

Beginning at Grantor's Northeast property corner. Said corner being 25+ feet left of approximately Engineer's centerline station 29+00; thence in a straight line to a point which is 30 feet left of centerline station 29+62.89; thence 30 feet parallel to centerline to Engineer's station 31+50; thence to a point 20 feet from Engineer's centerline station 31+50; thence 20 feet parallel to centerline to the intersection of existing right-of-way line, said intersection being at right angle to approximately Engineer's centerline station 32+95.

The southerly limits of Parcel #2 being described as follows:

Beginning at a point on the existing right-of-way line, said point being 30 feet left of approximately Engineer's station 35+90; thence 30 feet parallel to centerline to Engineer's station 36+13.16; thence to a point 50 feet left of Engineer's centerline station 36+13.16; thence 50 feet parallel to centerline to Grantor's west boundary line, crossing said boundary line at approximate centerline station 37+35 containing 0.08 acres more or less.

Containing 0.20+ acres in Parcel #1 and 0.08+ acres in Parcel #2 and the total being 0.28 acres.

78 3 01079

The true and actual consideration for this conveyance is three thousand five hundred (\$3,500.00) dollars paid by Grantee and other valuable consideration contained in the agreement between Coos County and Stella L. Burris, Gordon E. Burris and Britton E. Burris.

Until a charge is requested, all tax statements are to be sent to:

Board of Commissioners
Courthouse
Coquille, Oregon 97423

Dated this 17 day of FEB., 1978.

GRANTORS

Stella L. Burris
Stella L. Burris

Gordon Burris
Gordon E. Burris

Britton E. Burris
Britton E. Burris

STATE OF OREGON)
) ss.
COUNTY OF COOS)

FEB. 17, 1978

PERSONALLY appeared the above named Stella L. Burris, Gordon E. Burris, Britton E. Burris and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Rockne R. Lockman
Notary Public for Oregon
My Commission Expires: 7-15-79

Record of Individual Sewage Disposal System

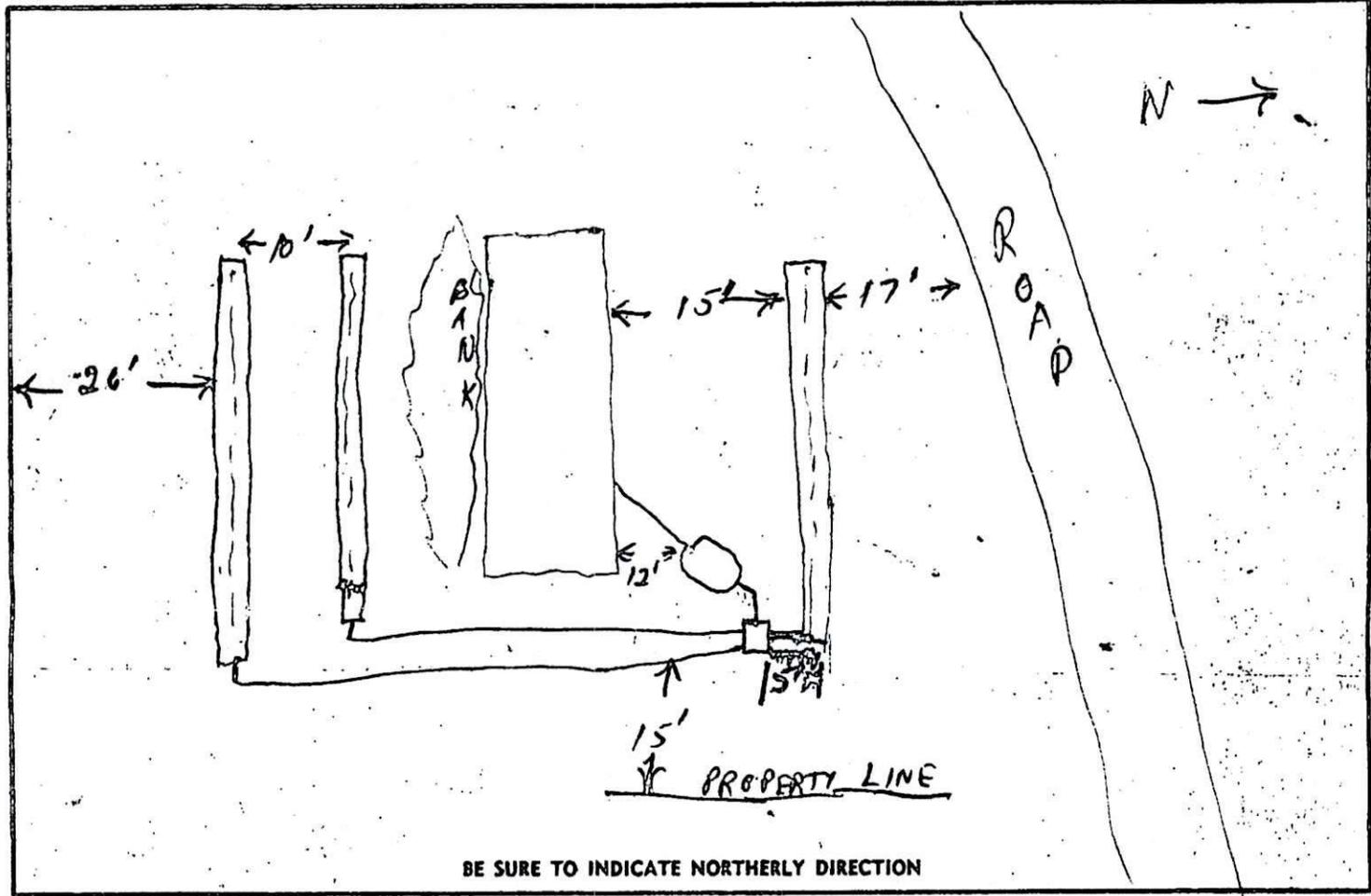
Name STELLA BURRIS
 Mailing address 925A Rt 3 Cross Bay

Installer's name C & C Excavating
 Property address 2324 So 21st Cross Bay

Total number: Living units 2 Bedrooms 1 Baths 1 Basement: Yes No
 Water supply by: Public system CITY Individual system _____ Community system _____
 Septic tank: Distance from well _____ Feet. Material _____ No. of compartments _____
 Total liquid capacity 750 gal. Inside length _____ ft. Inside width _____ ft.
 Diameter _____ ft. Liquid depth _____ ft.

Tile disposal field: Distribution box? Yes No Other _____
 Length each line 50 50 50 ft. Distance from: Well DNA feet.
 Total length 150 ft. Nearest Lot line: Front Side Rear 15 feet.
 Width of trench 2 ft. Foundation 12 feet.
 Total square footage 300 ft. Foundation _____ feet.
 Distance between lines 10' ± ft. Foundation _____ feet.

Type of filter material: Gravel: _____ Other RIVER ROCK Depth of filter material beneath tile 6" ± inches.
 Depth of filter material over tile 8" ± inches.



Date 12-26-73

Signature Charles F. Allen Lic. No. 34636

Site is approved not approved for septic tank installation.
 System apparently will ~~not~~ function satisfactorily, and is therefore approved for occupancy Disapproved

Remarks: #10646 covered by licensed installer

12713

Control No.

STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY

PERMIT NO. 2784-222

\$ 65.00

Fee

New Construction

Repair

Other

Permit Issued To Stella L. Burris
(Property Owner's Name)

26
(Township)

13
(Range)

4DD
(Section)

2600/ 5073.01
(Tax Lot / Acct. No.)

Coos
(County)

2156 Libby Drive, Coos Bay
(Road Location) (City)

Ruben K. Spickard
(Issued by - Signature)

9-27-84
(Date Issued)

PERMITS ARE NOT TRANSFERABLE

ALL WORK TO CONFORM TO OREGON ADMINISTRATIVE RULES, CHAPTER 340. WORK SHALL BE DONE BY PROPERTY OWNER OR BY LICENSED SEWAGE DISPOSAL SERVICE. (MAKE NO CHANGES IN LOCATION OR SPECIFICATIONS WITHOUT WRITTEN APPROVAL)

SPECIFICATIONS

EXPIRATION DATE 10-27-84

TYPE OF SYSTEM _____

Design Sewage Flow 300 Gal's/Day

Tank Volume 1000 Gallons

Disposal Trenches

Seepage Bed(s) _____ Square Feet

Maximum Depth _____ inches.

Minimum Depth _____ inches.

_____ Linear Feet

Equal Loop Serial

Pressurized

Minimum Distance Between Trenches _____

Total Rock Depth _____ inches.

Below Pipe _____ inches.

Above Pipe _____ inches.

Rake Sidewall

Special Conditions (Follow Attached Plot Plan) Pump Out and abandon old septic tank. Install new septic tank. Mobile home to be placed at least 10 feet from drainfield lines and 5 feet from septic tank.

PRE-COVER INSPECTION REQUIRED - CONTACT D.E.Q. Coos Bay

CERTIFICATE OF SATISFACTORY COMPLETION

As-Built Drawing
with Reference Locations

Installer *Roto-Rooter*

Final Insp. Date *10-1-84*

Issued by Operation of Law

Pre-cover inspection waived
pursuant to OAR 340-71-170(2)

I installed new 1,000 gal. CPE Tank in old location

In accordance with Oregon Revised Statute 454.665, this Certificate is issued as evidence of satisfactory completion of an on-site sewage disposal system at the location identified above.

R. K. Spickard
(Authorized Signature)

The Mayor
(Title)

10-1-84
(Date)

CRBO
(Office)

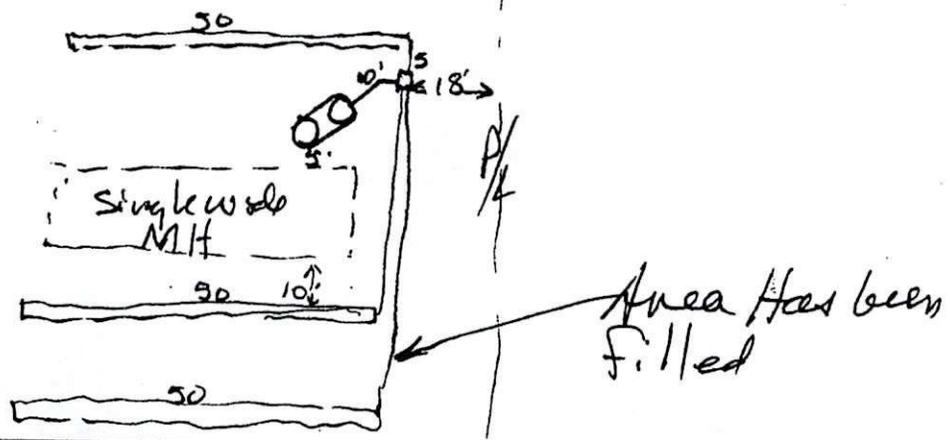
STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY
490 North Second Street
Coos Bay, Oregon 97420 269-2721

AN # 692-269

AUTHORIZATION NOTICE TO USE
EXISTING SEWAGE DISPOSAL SYSTEM

OWNER Stella Burnis SYSTEM
TWP 26 R 13 SEC 04 DP # 2600 TA # 5073.01 Standard () Capping Fill
Location 2202 Hibby Dr, Coos Bay Or () Sand Filter () Experimental
Purpose of Notice MH Replacement () Pressure D. () Other
Disposal Trenches _____ Square Feet _____ Linear Feet 150 Inspection Date 1-21-94
Tank Size 1000 Gallons System designed to serve _____ 12-29-92

Plot Plan



This Notice acknowledges the sewage system located on property identified above appears adequate by field inspection record review to serve a 2 Bed MH Single W/ole (type of structure) with a maximum sewage flow of 300 gallons per day.

COMMENTS: New lid installed on "D" box tank, pumped recently
Area of lower sewer trenches appear to be filled over
no evidence of problems -

Will Olm R5
Sanitarian Date 12-30-92

- NOTE:
1. The Department of Environmental Quality considers this sewage system adequate to serve a maximum daily sewage flow up to that indicated above only.
 2. A permit and inspection of the building sewer connection to the sewage system may be required by the Commerce Department or its authorized representative.
 3. This Notice does not guarantee satisfactory or continuous operation of the sewage system identified.
 4. If this authorization is not used for the intended purpose within one year from date of issuance, such authorization will become invalid.
 5. This Authorization Notice is NOT transferrable from one owner to another.

COOS COUNTY ZONING COMPLIANCE LETTER

DER

COOS COUNTY PLANNING DEPARTMENT
 COURTHOUSE ANNEX
 COQUILLE, OR 97423
 396-3121 EXT. 210

DATE: 12-14-92
 FILE: 92-589

APPLICANT: Deirda Crum PHONE: _____
 OWNER: Stella Burris
 ADDRESS: 2202 Libby Drive
 CITY: Coos Bay STATE: OR ZIP: 97420

LEGAL DESCRIPTION T: 26 R: 13 S: 04A TL#: 2600
 ACCOUNT #: 5073.01 ZONE: F PARCEL SIZE: 3.38

EXISTING STRUCTURES/IMPROVEMENTS

DWELLING	: <u>2</u>	FARM	: <input checked="" type="checkbox"/>	WELL	: <input checked="" type="checkbox"/>	PUBLIC WATER	: <input checked="" type="checkbox"/>
COMMERCIAL	: <input checked="" type="checkbox"/>	OTHER	: <input checked="" type="checkbox"/>	SPRING	: <input checked="" type="checkbox"/>	PUBLIC SEWER	: <input type="checkbox"/>
INDUSTRIAL	: <input type="checkbox"/>	NONE	: <input type="checkbox"/>	SEPTIC	: <input checked="" type="checkbox"/>		

ZONING DISTRICT REQUIREMENTS: SETBACKS

FRONT: SIDE: REAR:
 ALL BUILDINGS OR STRUCTURES WITH THE EXCEPTION OF FENCES SHALL BE SETBACK A MINIMUM OF 35 FT. FROM ANY ROAD RIGHT-OF-WAY CENTERLINE OR A MINIMUM OF 5 FT. FROM ANY ROAD RIGHT-OF-WAY LINE, WHICHEVER IS GREATER.

STRUCTURE HEIGHT : : AIRPORT OVERLAY ZONE UGB

RIPARIAN VEGETATION

ALL STRUCTURES SHALL MAINTAIN A 50 FT. MINIMUM SETBACK FROM ALL STREAMS, LAKES AND RIVERS IDENTIFIED ON THE DEPARTMENT OF REVENUE MAPS.

FIREBREAK

CONSTRUCT AND MAINTAIN A FIREBREAK OF AT LEAST 30 FT. RADIUS AROUND THE PROPOSED STRUCTURE.

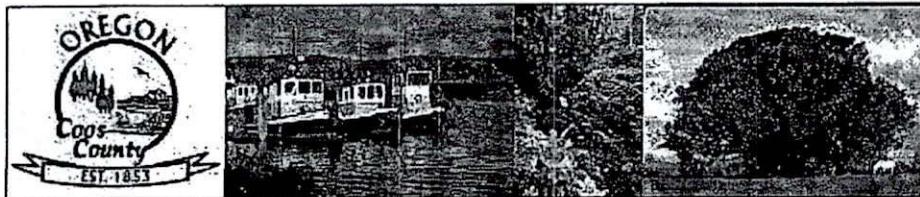
RURAL RESIDENTIAL COMPATIBILITY WITH FARM/FOREST MANAGEMENT PRACTICES

I HEREBY ACKNOWLEDGE THAT THE NORMAL INTENSIVE MANAGEMENT PRACTICES OCCURRING ON ADJACENT RESOURCE LAND WILL NOT CONFLICT WITH THE RURAL RESIDENTIAL USE OR ENJOYMENT OF THE ABOVE DESCRIBED PROPERTY.

APPLICANT'S SIGNATURE: _____

SPECIAL CONSIDERATIONS

<input checked="" type="checkbox"/> SPECIAL FLOOD HAZARD AREA <input checked="" type="checkbox"/> ARCHAEOLOGICAL/HISTORICAL <input checked="" type="checkbox"/> COASTAL SHORELANDS	FIRM #: _____ <input checked="" type="checkbox"/> MINERAL RESOURCES <input checked="" type="checkbox"/> BEACHES AND DUNES
--	---



ASSESSOR'S OFFICE

(541) 396-3121
 PHONE: (541) 396-6071
 FAX: 6071
 HOURS: 8:00 A.M. to Noon
 1:00 P.M. to 5:00 P.M.
 EMAIL: Coos County Assessor



Assessor's Office | Contact Information | Public Service Announcements | Publications | Forms | Tax Department

Assessor's Office

Account Detail - Assessment

Account#: 65303 Year: 2008

Map#: 26S 13 W 4DD 2600



Name: BURRIS, STELLA; & BURRIS, BRITTON

Address 1:

Address 2: 92616 LIBBY LN

Address 3:

City/State: COOS BAY , OR 97420

Code Area: 9.43 Maint Area: 4 Value Area: RRL

Prop Class: 225M P.P. MH 12' WIDE CLASS 5

Zone Code: Document #:

Situs: 92616 LIBBY LN 97420

Mrkt Acres: 0.000 Spcl Acres: 0.000 Fire Patrol: 0.000 Special Asmts:

Account Detail - Assessment

Descriptions	RMV	MAV	SAV	MSAV	TAV
Land Values	0		0	0	
Improvements	0		0		
MFG Structure	5,244		0		
Sub Total/Base	5,244	3,660	0	0	
Exceptions		0		0	
Sub Total	5,244	3,660	0	0	3,660
Exemptions	0		0	0	3,660
Final Totals	5,244	3,660	0	0	0

Account Detail - Tax Information

Tax information is informational only, and does not include interest or any other charges that may be due.

Year Tax Amount Tax Paid

This agreement, made and entered into this 2nd day of June, 1950

by and between Albert H. Hayes and his legal heirs, nephews and wife, George

and Helene T. Hayes;

and in consideration of the mutual agreement of the parties set out

herein, the parties hereby agree to sell to the buyer and the buyer agrees to

purchase from the sellers the following described real property situated in

Door County, Wisconsin:

Beginning at a point north 50.0 feet from the southeast corner of

Section 34, T42N, R12E, 1/4 Sec. 34, Door County, Wisconsin, thence north

50.0 feet to the south side of the County Road, thence along the

County Road west 300.0 feet, thence south 50.0 feet, thence north

84.00 feet, thence east 25.0 feet, thence south 25.0 feet to a point 20 feet

from the center of the County Road, thence south 64.70 feet, thence east

thence south 50.00 feet, thence east 25.0 feet, thence south 49.0 feet, 296.5 feet,

more or less, to the place of beginning, containing 1.94 acres of land, more

or less, located in Section 34, T42N, R12E, 1/4 Sec. 34, Door County, Wisconsin.

The Buyer shall pay to the sellers at the purchase price for said premises

the sum of fourteen thousand five hundred dollars (\$14,500.00), payable as

follows: The sum of \$5,000.00 shall be paid in cash at the time of the purchase and the balance of

the purchase price of \$9,500.00 shall be paid in installments of not less than \$100.00 commencing

on the 1st day of July, 1950, and continuing thereafter each and every subsequent month like days until

the entire purchase price and interest thereon have been paid.

The said monthly payments of the purchase price shall bear interest at 6% per

annum until fully paid and said interest shall be paid with and in addition to

the principal.

The Buyer shall have the possession of the premises not later than July

29, 1950.

The Buyer shall assume the payment of all taxes, fire and other charges

incurred by the premises covered by this agreement for not less than

\$2,000.00. The seller shall have possession of the property on a day or within

three months after the date of this agreement and shall be responsible for

the taxes and other charges that are due on the premises at the time of the

sale and the taxes and other charges that are due on the premises at the time

of the sale shall be paid by the seller.

For the purpose of this agreement, the parties agree that the purchase price

for the premises shall be paid to the seller in cash or by check.

The Buyer shall be responsible for the payment of all taxes, fire and other

charges incurred by the premises covered by this agreement for not less than

\$2,000.00.

The Buyer shall assume the payment of all taxes, fire and other charges

incurred by the premises covered by this agreement for not less than

\$2,000.00.

The Buyer shall assume the payment of all taxes, fire and other charges

incurred by the premises covered by this agreement for not less than

\$2,000.00.

72-2 68311

Agreement - Page Two

It is understood between the parties that at the present time the premises herein described are a part of a greater parcel now taxed as one parcel and that no separate assessment can be made for the present tax year. Therefore for the tax year 1970-71 the Buyer shall pay \$200.00 upon said taxes and the Sellers shall give their receipt for said sum and shall promptly pay the taxes due and payable upon the whole parcel. Sellers shall cause the premises to be assessed separately for subsequent years and shall promptly inform Buyer of the amount payable, which Buyer shall then pay, before said tax becomes delinquent.

The Sellers covenant with Buyer that they own the premises and have the legal right to sell it and that they will defend Buyer's Quiet Enjoyment of it.

The Buyer shall not suffer or permit any liens to become attached to the premises and shall not commit any waste or injury thereof and will indemnify the Sellers for any loss from such causes. Improvements may be made but shall remain on the premises in case of default in the performance hereof by Buyer.

If Buyer should fail to make any of the payments required of her herein within ten days from their due date, other than instalments upon the purchase price and interest thereon, the Sellers may pay the same and the Buyer shall reimburse Sellers immediately upon demand together with interest of 7% per annum until paid.

Concurrently with the tender by the Buyer to the Sellers of the final instalment of the purchase price and interest thereon, each and every other agreement herein having been fully kept and performed, the Sellers shall execute and deliver to the Buyer their general warranty deed conveying said premises to the Buyer, Stella M. Burrie and Gordon E. Burrie and Britton E. Burrie, jointly and as joint tenants thereof, unless Buyer shall otherwise direct.

A Purchasers Title Insurance Policy in the amount of the purchase price shall be obtained by Sellers and delivered to Buyer forthwith. It shall insure merchantable title in the Buyer subject to this agreement.

If the Buyer fails to perform any of her agreements as set out herein, time being of the essence hereof, the Sellers shall have the following non-exclusive remedies and any others authorized by Law or Equity in such cases, namely: they may foreclose this agreement by Strict Foreclosure in Equity, or they may declare the full unpaid balance of the purchase price and any other unpaid sums to be immediately due and payable, or they may specifically enforce this agreement by Suit in Equity, or they may declare this agreement to be immediately null and void or terminate the same and may immediately re-enter and retake possession of the premises and retain all sums theretofore paid by the Buyer as liquidated damages for the breach hereof and if Buyer fails to surrender the premises the Sellers may consider the Buyer as a tenant holding over after a lease term from month to month. Buyer shall have a grace period for required payments of not less than ten days.

72-2-68813

Agreement page three

In the event of the death of either Seller during the period of this Agreement, then this agreement together with all of the right, title and interest of the Sellers and of each of them hereunder and the right to all sums due and to become due hereunder, shall revert to and be vested in the surviving Seller, it being agreed that the Sellers are joint tenants herein with rights of survivorship.

This Agreement shall be binding upon the heirs, executors and assigns of both Parties.

If either Party should institute legal proceedings against the other because of any alleged breach hereof by the other, the prevailing party shall be entitled to recover a reasonable Attorney's fee.

Witness our hands the day and year above written.

Albert E. Miller

Ernie J. Gato
Sellers

Stella L. Burns
Buyer

State of Oregon, County of Coos do January 24, 1972

Personally appeared the above named Stella L. Burns and acknowledged the foregoing instrument to be her voluntary act and deed.

Notary me

James A. Adams
Notary Public for Oregon
My Commission Expires 8-2-1972

4245 72-2-68811-13-247

State of Oregon
County of Coos
I hereby certify that the within instrument was filed for record

FEB 10 11 37 AM '72

and recorded in Book of Records
Microfilm Reel No. 72-2-68811-13-247
of said County
WITNESS my hand and Seal of County's
affize
Ray E. Crabtree, Coos County Clerk
By *[Signature]* Deputy
Return to *[Signature]*
Fee 6.00

Stella Burns
Pt. 3
6.00

Warranty Deed

74 3- 97394

Albert E. Yates and Evelyn Yates, husband and wife, Grantors, convey and warrant to Stella L. Burris, Gordon E. Burris and Britton E. Burris, jointly and to the survivors and survivor of them, the following described real property, free of encumbrances, to wit:

Beginning at a point North 56° 51' West 523 feet from the Southeast corner of Section Four, Township Twenty-Six, South, Range Thirteen, West of the Willamette Meridian, Coos County, Oregon, thence North 33° 0' East 482 feet to the South side of the County Road, thence along the County Road West 300.2 feet, thence North 84° 0' West 300 feet, thence North 84° 40' West 223 feet, thence South 23° 0' West 59.1 feet to a point 20 feet from the center of the Libby Railroad, thence South 64° 30' East 187.3 feet, thence South 56° 30' East 228.5 feet, thence South 49° 0' East 296.5 feet, more or less, to the place of beginning, containing 3.94 acres of land more or less, located in Donation Land Claim No. 37, Sec. 4, Twp. 26, S. R. 13, WWM Coos County, Oregon.

The true consideration for this conveyance is \$14,500.00.

Dated this 11th day of March, 1974.

Albert E. Yates
Evelyn Yates
March 11, 1974

State of Oregon :
: ss.
County of Coos :

Personally appeared the above named Albert E. Yates and Evelyn Yates and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Richard A. Olmstead
Notary Public for Oregon
My Commission Expires 8-2-1976.



and recorded in Book of Records
Microfilm Reel No. 74-97394
of said County.
WITNESSES my hand and Seal of County
By Ray F. Carls, Coos County, Clerk
Deputy
Return to Stella L. Burris
PO Box 9857A
Frederick Cove Road

MAR 13 2 13 PM '74

1974
State of Oregon
County of Coos
I hereby certify that the within instrument
was filed for record
4243