Coos County Land Use Permit Application



SUBMIT TO COOS COUNTY PLANNING DEPT. AT 60 E. SECOND STREET OR MAIL TO: COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL

PLANNING@CO.COOS.OR.US PHONE: 541-396-7770

		Heath	Fee Pan	_	FILE NUMBER:	-(
Date Received.	4/19/2	Receipt #	23191 2319	∠ 13	Received by: MB	
Th	nis application s	hall be filled	out electronic	cally.	. If you need assistance please contact sta	aff.
		If the fee i	s not included t	he app	plication will not be processed.	
	(I)	payment is rece	rived on line a j	file nui	umber is required prior to submittal)	
			LAND INFO)RMA	ATION	
A. Land	Owner(s) Tri	stan J. and Jol	hanna L. Bela	anger	r	
Mailing addre	ess: 514 Puerto	Vista Dr., Co	os Bay, OR	97420	0	
Phone: 541-29				nail:	tristan belanger@gmail.a	own.
Township:	Range:	Section:	1/4 Section:	1/16	6 Section: Tax lots:	
26S	14W	1	0	Α	1240	
Select	Select	Select	Select	Sele	ect	2
Tax Account Tax Account	Number(s): 999 Number(s)	918051	z	one:	Select Zone Urban Residential-2 (UR-2 Please Select	:)
Mailing address Phone: 541.		Vista Dr., Co	os Bay, OR		tristan belanger@gmai.l.	com
	tant or Agent:					_
Mailing Addre	P.O. Box 8	09, North B	end, OR 9	7459	9	
Phone #: <u>5</u>	41-751-8900			1 (F)	Email: mandrllc@frontier.com	No.
		Type of	f Application	Requ	uested	
Comp Plan Text Amer Map - Rez		Administrativ Hearings Bod Variance - V	e Conditional U ly Conditional U	Jse Re Jse Re	eview - ACU eview - HBCU Land Division - P, SUB or Pl Family/Medical Hardship Dv Home Occupation/Cottage In	velling
		Special	Districts and			
	e Type: Coos I ict: Coos Bay	3ay - North E	Bend Wate		rage Disposal Type: Charleston Sanita District: Charleston RFPD	ation
					you need assistance with the application of ble to provide legal advice. If you need h	
with findings	please contact	a land use atto	orney or cont	ultant	nt.	
Any property	information m	av he obtained	from a tax o	tatem	ment or can be found on the County Asses	ssor's

Coos County Land Use Application - Page 1

webpage at the following links: Map Information Or Account Information

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

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

- I. A written statement of intent, attached to this application, with necessary supporting evidence which fully and factually describes the following:
 - 1. A complete explanation of how the request complies with the applicable provisions and criteria in the Zoning Ordinance. A planner will explain which sections of the Ordinance pertain to your specific request. You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete.

2. A description of the property in question, including, but not limited to the following: size, vegetation, crops grown, access, existing buildings, topography, etc.

3. A complete description of the request, including any new structures proposed.

- 4. All applicable, documentation from sewer and water district showing availability for connection. Subject to system Development pees
- II. A plot plan (map) of the property. Please indicate the following on your plot plan:

1. Location of all existing and proposed buildings and structures NA

- 2. Existing County Road, public right-of-way or other means of legal access
- 3. Location of any existing septic systems and designated repair areas NA
- 4. Limits of 100-year floodplain elevation (if applicable)

5. Vegetation on the property

6. Location of any outstanding physical features

- 7. X Location and description (paved, gravel, etc.) of vehicular access to the dwelling location
- III. A copy of the current deed, including the legal description, of the subject property. Copies may be obtained at the Coos County Clerk's Office.

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

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

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ACCESS INFORMATION

The Coos County Road Department will be reviewing your proposal for safe access, driveway, road, and parking standards. There is a fee for this service. If you have questions about these services please contact the Road Department at 541-396-7660.

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

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

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

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

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

By signing the application I am authorizing Coos County Roadmaster or designee to enter the property to determine compliance with Access, Parking, driveway and Road Standards. Inspections should be made by calling the Road Department at 541-396-7660

Roadmaster or	designee:					
Driveway	Parking	Access	Bonded	Date:	Receipt #	

Coos County Planning Land Division Supplemental Application

/I.	Additional Information Required –					
-5	1.	Lien holder(s) name: Freedom Northwest Credit Union				
	2.	List of Easements and type: Inst No 2006-7960, under ground utilities, off subject property; Inst No 2016-1127, view easement				
	3.	Covenants or Deed Restrictions that apply: Conditions, restrictions & notes per Plat of Joe Ney Estates Phase 2, and Partition 2014-1				
	4.	Legal Access and maintenance agreements: Jerome Road, 50 foot easement with 10 foot slope and utility easement each side, no maintenance agreement. Dedicated to the public.				
	5.	Is the subject property part of an existing plat (partition or subdivision) Yes, answer the following: a. What year was the plat recorded; and 2014 b. Was it part of a partition or subdivision? Remember if property that has been partitioned or was part of a partition within the prior three years then the partition shall be reviewed pursuant to subdivision criteria.				
	6.	Does the property current have water, sewer or on-site septic, Development?				
	7.	Is the applicant requesting the Planning Director to waive the water requirements yes no, and if yes please explain why.				
	8.	Are there natural hazards that apply to this property? Select One				
	9.	Is any portion of this property located within the Coastal Shoreland Boundary or Estuary? If so this shall be indicated on the plat. If within a CSB there will be additional site development criteria that apply. Select One NO				
	10.	Is this property with the Beaches and Dunes? If so, this feature shall be identified and a noted that additional criteria may apply. Select One NO				
II.	incon	ral Outline of process – If there is missing information the application will be deemed applete. The following is a general outline of the process for the review of land divisions in County:				
		Application is filed and reviewed for completeness pursuant to §5.0.200; Technical Review Committee (TRC) reviews tentative plans within 30 days from the date the application has been deemed complete. The Planning Director may extend this timeline if needed;				

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

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

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

	Existing sewers, water mains, culverts, drainage ways or other underground utilities or structures within the tract or immediately adjacent thereto, together with pipe sizes, grades and locations indicated.
V	Easements, together with their dimensions, purpose and restrictions on use.
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Ū	Draft of proposed restrictions and covenants affecting the plat if applicable. If not applicable indicate that on the form.
V	Predominant natural features such as water courses and their flows, marshes, rock outcropping, and areas subject to flooding, sliding or other natural hazards.
	Applicable natural hazards may be verified with planning staff.
V	A current property report (less than 6 months old) indicating any taxes, assessment or
	other liens against the property, easements, restrictive covenants and rights-of-way,
	and ownerships of the property of the proposed development. A title report is acceptable.
b. Subd	ivisions – Shall include the following additional information:
	The proposed name of the subdivision must be on the plat.
	The proposed street pattern or layout showing the name and widths of proposed streets and alleys.
	Private streets and all restrictions or reservations relating to such private streets.
	Proposed Subdivision proposed lots, approximate dimensions, size and boundaries. Residential lots shall be numbered consecutively. Lots that are to be used for other than residential purposes shall be identified with letter designations.
	Parks, playgrounds, recreation areas, parkways, and open space for public use, clearly identified.
	The location of existing or proposed bicycle and/or pedestrian facilities if required under Article VII of this Ordinance.
	Proposed means and location of sewage disposal and water supply systems.
Developmen	t Phasing
a. Subdivisio	ons shall:
pha	de for platting in as many as three (3) phases. The preliminary plan must show each use and be accompanied by proposed time limitations for approval of the final plat for
	h phase.
	e limitations for the various phases must meet the following requirements: Phase 1 final plat shall be approved within twenty-four (24) months of preliminary approval.
2.	Phase 2 final plat shall be approved within thirty-six (36) months of preliminary

- 2. Phase 2 final plat shall be approved within thirty-six (36) months of preliminary approval.
- 3. Phase 3 final plat shall be approved within forty-eight (48) months of preliminary approval.
- b. Partitions shall:

3.

- i. Provide all phasing for partitions. If phasing is proposed then road standards for subdivisions shall apply.
- ii. If a land division is proposed on a property that has been partitioned in the prior three years then the partition shall be reviewed pursuant to subdivision criteria.
- IX. Criteria: The following criteria will need to be addressed:

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



PUBLIC RECORD REPORT FOR NEW SUBDIVISION OR LAND PARTITION

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF THE FOLLOWING CUSTOMER:

Tristan J. Belanger

Phone No.: (999)999-9999

Date Prepared:

October 18, 2021

Effective Date:

October 14, 2021 / 08:00 AM

Charge:

\$300.00

Order No.:

360621037880

Reference:

The information contained in this report is furnished to the Customer by Ticor Title Company of Oregon (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report ("the Report"). Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

REPORT

A. The Land referred to in this report is located in the County of Coos, State of Oregon, and is described as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:

As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:

As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.

D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:

As fully set forth on Exhibit "D" attached hereto and by this reference made a part hereof.

EXHIBIT "A" (Land Description)

Parcel 2 of Land Partition - Final Plat P2014 #01, filed and recorded March 25, 2014 in Cab C-664, Plat Records and as Instrument no. 2014-2216, Records of Coos County, Oregon.

EXHIBIT "B"
(Tax Account and Map)

APN/Parcel ID(s) 99918051 as well as Tax/Map ID(s) 26-14-01-DA-01240

EXHIBIT "C" (Vesting)

Tristan J. Belanger and Johanna L. Belanger, as tenants by the entirety

EXHIBIT "D" (Liens and Encumbrances)

Unpaid Property Taxes are as follows:

Fiscal Year:

2020-2021

Amount:

\$951.44, plus interest, if any

Unpaid Property Taxes are as follows:

Fiscal Year:

2021-2022

Amount:

\$981.59, plus interest, if any

Levy Code:

926

Account No.:

99918051

Map No .:

26-14-01-DA-01240

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

- Regulations, levies, liens, assessments, rights of way and easements of Charleston Sanitary District.
- Rights of the public to any portion of the Land lying within the area commonly known as roads and highways.
- 4. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Joe Ney Slough.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of Joe Ney Slough.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Joe Ney Slough.

Easement(s) and rights incidental thereto, as granted in a document:

Granted to: PacifCorp, an Oregon corporation, its successors and assigns Recording Date: June 15, 2006

Recording No: 2006-7960

- Easements, conditions, restrictions and notes as delineated on the recorded plat of Joe Ney Estates
 Phase 2.
- 7. Easements, conditions, restrictions and notes as delineated on the recorded Partition Plat 2014-1.

EXHIBIT "D" (Liens and Encumbrances) (continued)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose:

View

Recording Date:

February 12, 2016

Recording No:

2016-1127

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

Amount:

\$108,000.00

Dated:

October 1, 2020

Trustor/Grantor:

Tristan J. Belanger and Johanna L. Belanger, as tenants by the entirety

Trustee:

AmeriTitle Inc.

Beneficiary:

Freedom Northwest Credit Union

Recording Date:

October 2, 2020

Recording No.:

2020-09796

DEFINITIONS, CONDITIONS AND STIPULATIONS

- 1. **Definitions.** The following terms have the stated meaning when used in this report:
 - (a) "Customer": The person or persons named or shown as the addressee of this report.
 - (b) "Effective Date": The effective date stated in this report.
 - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
 - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.

2. Liability of Company.

- (a) This is not a commitment to issue title insurance and does not constitute a policy of title insurance.
- (b) The liability of the Company for errors or omissions in this public record report is limited to the amount of the charge paid by the Customer, provided, however, that the Company has no liability in the event of no actual loss to the Customer.
- (c) No costs (including without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
- (d) In any event, the Company assumes no liability for loss or damage by reason of the following:
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
 - (2) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
 - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights or claims or title to water.
 - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
- 3. Report Entire Contract. Any right or action or right of action that the Customer may have or may bring against the Company arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of the Company. By accepting this form report, the Customer acknowledges and agrees that the Customer has elected to utilize this form of public record report and accepts the limitation of liability of the Company as set forth herein.
- Charge. The charge for this report does not include supplemental reports, updates or other additional services of the Company.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES. AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL SUBSCRIBERS OR SUPPLIERS. SUBSIDIARIES. AFFILIATES. EMPLOYEES. SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY



THIS SPACE RESERVED FOR RECORDER'S USE

Debbie Heller, CCC, Coos County Clerk

After recording return to:

Tristan J. Belanger and Johanna L. Belanger

514 Puerto Vista Dr.

Coos Bay, OR 97420

Until a change is requested all tax statements shall be sent to the following address:

Tristan J. Belanger and Johanna L. Belanger

514 Puerto Vista Dr.

Coos Bay, OR 97420

File No. 405723AM

Coos County, Oregon 2020-09795 \$91.00 Pgs=2 10/02/2020 10:58 AM eRecorded by: AMERITITLE - ROSEBURG

STATUTORY WARRANTY DEED

Lee Webster Excavating, Inc.,

Grantor(s), hereby convey and warrant to

Tristan J. Belanger and Johanna L. Belanger, as Tenants by the Entirety,

Grantee(s), the following described real property in the County of Coos and State of Oregon free of encumbrances except as specifically set forth herein:

PARCEL 1

Parcel 2 of Partition Plat No. 2014 #1, CAB C-664, Surveyor's Records of Coos County, Oregon, Recorder's Instrument No. 2014-02216.

PARCEL 2

An easement for ingress and egress, Recorded April 4, 1973, in Joe Ney Estates Phase 2, Surveyor's Records of Coos County, Oregon. Recorder's Instrument No. 2001-4169

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

26-14W-01DA-01240

The true and actual consideration for this conveyance is \$120,000.00.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

"2020-2021 Real Property Taxes, a lien not yet due and payable"

Page 2'Statutory Warranty Deed Escrow No. 405723AM

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.

1
Dated this day of October, 2020.
Lee Webster Excavating, Inc.,
att I white fais
Arthur L. Webster, President
Vergenea a Welster, Secretary
Virginia A. Webster, Secretary
S

State of Oregon\ss.
County of Douglas\

On this _____ day of October, 2020, before me, Stefanie Maze a Notary Public in and for said state, personally appeared Arthur L. Webster known to me to be the President of the Lee Webster Excavating, Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he executed the foregoing in said Corporation name.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my official seal the day and year in this certificate first

above written.

Notary Public for the State of Oregon Residing at: Roseburg, Oregon Commission Expires:

State of Oregon\ss. County of Douglas\ OFFICIAL STAMP
STEFANIE MAZE
NOTARY PUBLIC-OREGON
COMMISSION NO. 1000290
MY COMMISSION EXPIRES MAY 21, 2024

On this _____ day of October, 2020, before me, Stefanie Maze a Notary Public in and for said state, personally appeared Virginia A. Webster known to me to be the Secretary of the Lee Webster Excavating, Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, she executed the foregoing in said Corporation name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Oregon Residing at: Roseburg, Oregon Commission Expires:



RECORDING REQUESTED BY FREEDOM NORTHWEST CREDIT UNION

WHEN RECORDED. MAIL TO Freedom Northwest Credit Union 303 Main Street P.O. Box 68 Kamiah, ID 83536

Coos County, Oregon

2020-09796

\$156.00

Pas=15

10/02/2020 10:58 AM

eRecorded by: AMERITITLE - ROSEBURG

Debbie Heller, CCC, Coos County Clerk

(Space Above This Line For Recording Data).

DEED OF TRUST

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated OCTOBER 01, 2020 together with all Riders to this document.

(B) "Borrower" is TRISTAN J BELANGER

JOHANNA L BELANGER

AS TENANTS BY THE ENTIRET

Borrower's address is 514 PUERTO VISTA DR COOS BAY, OR 97420 Borrower is the trustor under this Security Instrument.

(C) "Lender" is Freedom Northwest Credit Union

Lender is a Credit Union

organized and existing under the laws of Idaho

Lender's address is 303 Main Street / P.O. Box 68 Kamiah, ID 83536

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is AmeriTitle Inc

Trustee's address is 1495 NW GARDEN VALLEY BLVD, ROSEBURG, OR 97471

(E) "Note" means the promissory note signed by Borrower and dated OCTOBER 01, 2020 The Note states that Borrower owes Lender

ONE HUNDRED EIGHT THOUSAND DOLLARS AND NO CENTS

Dollars (U.\$. \$ 108,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 03, 2025

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

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

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

vvitnesses.		1 1/1/2	
		TRISTAN J BELANGER	(Seal
	1/1/1	JOHANNA L BELANGER	-Borrower
			(Seal)
			-Borrower

EXHIBIT "A"

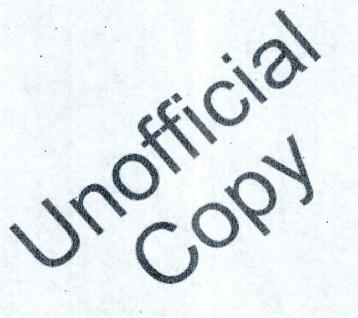
405723AM

PARCEL 1

Parcel 2 of Partition Plat No. 2014 #1, CAB C-664, Surveyor's Records of Coos County, Oregon, Recorder's Instrument No. 2014-02216.

PARCEL 2

An easement for ingress and egress, Recorded April 4, 1973, in Joe Ney Estates Phase 2, Surveyor's Records of Coos County, Oregon. Recorder's Instrument No. 2001-4169



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State of Oregon

County Douglas

) S.S.

Belanger

SEAL

OFFICIAL STAMP
STEFANIE MAZE
NOTARY PUBLIC-OREGON
COMMISSION NO. 1000290
MY COMMISSION EXPIRES MAY 21, 2024

My Commission expires:

460616 VOV

LOAN ORIGINATOR & NMLSR ID NUMBER INFORMATION

Individual Loan Originator's Name KAYLA CASSIDY	Nationwide Mortgage Licensing System And Registry (NMLSR) Identification (ID) Number 1492666
Loan Originator Organization's Name	Nationwide Mortgage Licensing System And
Freedom Northwest Credit Union	Registry (NMLSR) Identification (ID) Number 810340

TENTATIVE REPLAT PARTITION PARCEL 2, PARTITION 2014#01, PTN. NE1/4 SE1/4. SECTION 1. TWP 26 S.RNG 14W WM. COOS CO., OR

S82"07'56"

PARCEL 1

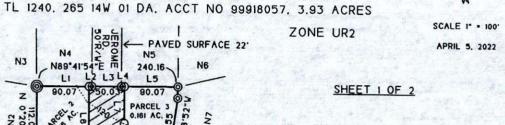
3.543 AC.

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77°19'31"E

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NIO



ADJOINING PROPERTY OWWNERS

NI ALXIS BARRY & HAROLD W. MILLER

N2 ERICA VICTORIA OSORIO, ETAL

N3 DOUGLAS A. JAMES N4 STEVEN M. STORER

N5 STACY L. GAVETTE

N6 DARLENE BUSSANICH TRUST

N7 JACK D. & CYNTHIA L. BALEY

N8 BRIAN M. & MANOCHITH LITTON

N9 JAMES L., JR. & KATHLEEN J. DANCE

NIO RICHARD W. & KARON P. ZIEGLER

LINE TABLE

LI N89°43'37"E 90.07 L5 N89°40'30"E 90.07 L2 N89°43'37"E S 0°18'06"E 100.00

N89°41'17°E 50.02 L7 S 8°18'06"E 60.00

N89°40'30"E 5.00 L8 N 0°20'05"W

LEGEND

INITIAL POINT

RECORD MONUMENTS

PROPOSED CORNERS TO BE SET

100 YR FLOOD LINE ZONE AE BEE II FT. VIEW EASEMENT

40' CONTOURS 7.5 MIN. QUAD. CHARLESTON USGS

INGRESS, EGRESS AND UTILITIES EASEMENT OVER PARCEL I FBO PARCELS 2 & 3

PREPARED FOR-TRISTAN J & JOHANNA L BELANGER 514 PUERTO VISTA DR COOS.BAY OREGON 97420

PREPARED BY: MULKINS & RAMBO, LLC P.O. BOX 809 NORTH BEND, OR 97459

> REGISTERED PROFESSIONAL AND SURVEYOR

OREGON CLYDE F. MULKINS 2006

TENTATIVE REPLAT PARTITION

PARCEL 2. PARTITION 2014#01, PTN. NE1/4 SE1/4,
SECTION 1, TWP 26 S.RNG 14W WM. COOS CO.. OR

TL 1240. 265 14W 01 DA. ACCT NO 99918057. 3.93 ACRES

ZONE UR2

SHEET 2 OF 2

EASEMENTS AND ENCUMBRANCES

- INST. NO. 2006-7860 PACIFIC POWER EASEMENT FOR UNDER GROUND ELECTRIC DISTRIBUTION & COMMUNICATION LINES. ALONG NATHAN DR. OFF SUBJECT PROPERTY.
- EASEMENTS. CONDITIONS. RESTRICTIONS AND NOTES AS SHOWN ON THE RECORDED PLAT OF JOE NEY ESTATES, PHASE 2.
- EASEMENTS. CONDITIONS. RESTRICTIONS AND NOTES AS SHOWN ON THE RECORDED PARTITION PLAT 2014-1.
- INST. NO. 2016-1127 VIEW EASEMENT, RESTRICTS BUILDING HEIGHT, STORAGE OF VEHICLES AND EQUIPMENT, AND ALLOWS PRUNING BY LICENSED AND BONDED PROFESSIONALS.
- DEED OF TRUST INST. NO. 2020-9796, DATED OCTOBER 1, 2020. BENEFICIARY FREEDOM NORTHWEST CREDIT UNION

APRIL 5, 2022

NOTES

100 YEAR FLOOD LINE - FALLS ALONG JOE NEY SLOUGH

VEGETATION - PARCEL 1 FORESTED WITH TIMBER. PARCELS 2 & 3 CLEARED

PROPOSED LAND USE - RESIDENTIAL.

WATER - COOS BAY = NORTH BEND WATER BOARD.
PARCELS 1. 2 & 3. OFF JEROME DRIVE

SEWAGE DISPOSAL - CHARLESTON SANITARY SEWER DISTRICT, PARCELS 1, 2 & 3, OFF JEROME DRIVE

POWER - PACIFIC POWER OFF JEROME DRIVE

ZONING - UR-2

NO STRUCTURES ON THIS PROPERTY AT THIS TIME

ACCESS - JEROME DRIVE (50' R/W) OFF LIBBY LANE

PROPOSED ROAD EASEMENT TO PARCELS 2 & 3 - 60 FT. BY 100 FT. EASEMENT OVER PARCEL 1. FOR INGRESS. EGRESS AND UTILITIES

PREPARED FOR:
TRISTAN J & JOHANNA L
BELANGER
514 PUERTO VISTA DR
COOS.BAY OREGON 97420-2804

PREPARED BY:
MULKINS & RAMBO. LLC
P.O. BOX 809
NORTH BEND. OR 97459

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JULY 16,1992 CLYDE F. MULKINS 2006

TENTATIVE REPLAT PARTITION

PARCEL 2. PARTITION 2014#01. PTN. NE1/4 SE1/4.

SECTION 1. TWP 26 S.RNG 14W WM. COOS CO.. OR

TL 1240. 265 14W 01 DA. ACCT NO 99918057. 3.93 ACRES

- PAVED SURFACE 22'

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S77°19'31"E

IN74*28'33"W

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N5

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N4 N89*41'54"E

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PARCEL I

3.543 AC.

JOE

N3

Z

0°17.22-W

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Z

226.87



SCALE 1" = 100'

APRIL 5. 2022

SHEET 1 OF 2

ZONE UR2

ADJOINING PROPERTY OWWNERS

- NI ALXIS BARRY & HAROLD W. MILLER
- N2 ERICA VICTORIA OSORIO, ETAL
- N3 DOUGLAS A. JAMES
- N4 STEVEN M. STORER
- N5 STACY L. GAVETTE
- NB DARLENE BUSSANICH TRUST
- N7 JACK D. & CYNTHIA L. BALEY
- N8 BRIAN M. & MANOCHITH LITTON
- N9 JAMES L., JR. & KATHLEEN J. DANCE
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LINE TABLE

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- L4 N89°40'30"E 5.00 L8 N 0°20'05"W 6.37

LEGEND

- INITIAL POINT
- RECORD MONUMENTS
- O PROPOSED CORNERS TO BE SET

- 100 YR FLOOD LINE ZONE AE BFE II FT. VIEW EASEMENT

--- 40' CONTOURS 7.5 MIN. QUAD. CHARLESTON USGS

INGRESS. EGRESS
AND UTILITIES
EASEMENT OVER
PARCEL 1 FBO
PARCELS 2 & 3

PREPARED FOR: TRISTAN J & JOHANNA L BELANGER 514 PUERTO VISTA DR COOS.BAY OREGON 97420

PREPARED BY:
MULKINS & RAMBO, LLC
P.O. BOX 808
NORTH BEND, OR 97459

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 16,1992
CLYDE F. MULKINS
2006

TENTATIVE REPLAT PARTITION

PARCEL 2. PARTITION 2014#01. PTN. NE1/4 SE1/4.

SECTION 1. TWP 26 S.RNG 14W WM. COOS CO.. OR

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ZONE UR2

SHEET 2 OF 2

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- INST. NO. 2016-1127 VIEW EASEMENT, RESTRICTS BUILDING HEIGHT, STORAGE OF VEHICLES AND EQUIPMENT, AND ALLOWS PRUNING BY LICENSED AND BONDED PROFESSIONALS.
- DEED OF TRUST INST. NO. 2020-9786. DATED OCTOBER 1, 2020. BENEFICIARY FREEDOM NORTHWEST CREDIT UNION

APRIL 5, 2022

NOTES

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PREPARED FOR: TRISTAN J & JOHANNA L BELANGER 514 PUERTO VISTA DR COOS.BAY OREGON 97420-2804

PREPARED BY:
MULKINS & RAMBO, LLC
P.O. BOX 809
NORTH BEND, OR 97459

REGISTERED
PROFESSIONAL
LAND SUBJECTOR

OREGOR
JULY 18, 1862
CLYDE F. MULKINS
2006