



COOS COUNTY CONDITIONAL USE LAND USE APPLICATION

**SUBMIT TO COOS COUNTY PLANNING DEPT. AT 60 E. SECOND STREET OR MAIL TO:
COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL
PLANNING@CO.COOS.OR.US PHONE: 541-396-7770**

If the fee is not included the application will not be processed

(If payment is received on line a file number is required prior to submittal)

Date Received: 4/25/24 Receipt #: 248037 Amount: \$1680.⁰⁰ Received by: C. Carr

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

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

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

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

LAND INFORMATION

A. Property Owner(s) Daron Weathers

Mailing address: 71577 Kokes Rd., Lakeside, OR 97449

Phone: 541-294-6915 Email: cornwallpt@gmail.com

| | | | | | |
|---------------|---------------|---------------|---------------|---------------|------------|
| Township: | Range: | Section: | ¼ Section: | 1/16 Section: | Tax lots: |
| <u>23S</u> | <u>12W</u> | <u>17</u> | <u>Select</u> | <u>Select</u> | <u>700</u> |
| <u>Select</u> | <u>Select</u> | <u>Select</u> | <u>Select</u> | <u>Select</u> | |

Tax Account Number(s): 24705 Zone: Select Zone Forest (F)
Tax Account Number(s): _____ Please Select

B. Special Districts and Services

- Water City Water Sewage Disposal On-Site Septic
- School North Bend Fire District Lakeside RFPD

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

- Administrative Conditional Use for Forest Template Dwelling
- Hearings Body Conditional Use for _____
- Historical, Cultural and Archaeological Resources, Natural Areas of Wilderness
- Beaches and Dunes
- Non-Estuarine Shoreland Boundary
- Significant Wildlife Habitat
- Natural Hazards Flood Landslide Liquefaction Erosion Wildfires
- Airport Surfaces Overlay
- Variance to which standard Dwelling on Forestry Zoning Property under 80 AC.

Include the supplemental application with all criteria addressed. If you require assistance with the criteria please contact a land use attorney or professional consultant. Property information may be obtained from a tax statement or can be found on the County Assessor's web page at the following links:

[Map Information](#) Or [Account Information](#)

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

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

I. **PROPOSAL AND CRITERIA:** A written statement of intent, attached to this application, with necessary supporting evidence which fully and factually describes the following:

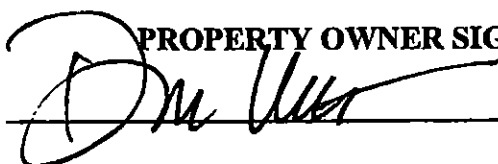
1. Project summary and details including timelines.
2. A complete explanation of how the request complies with the applicable provisions and criteria in the Zoning Ordinance. A planner will explain which sections of the Ordinance pertain to your specific request. You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete. This shall be addressed on the supplemental criteria page (see staff for criteria).

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

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

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

IV. **CERTIFICATION:** I certify that this application and its related documents are accurate to the best of my knowledge. I am aware that there is an appeal period following the date of the Planning Director's decision on this land use action. I understand that the signature on this application authorizes representatives of the Coos County Planning Department to enter upon the subject property to gather information pertinent to this request. If this application is refereed directly to a hearings officer or hearings body I understand that I am obligated to pay the additional fees incurred as part of the conditions of approval. I understand that I/we are not acting on the county's behalf and any fee that is a result of complying with any conditions of approval is the applicants/property owner responsibility. I understand that conditions of approval are required to be complied with at all time and an violation of such conditions may result in a revocation of this permit. If the property owner would like staff to contact a legal representative or consultant please provide the contact information using a consent form.


PROPERTY OWNER SIGNATURES REQUIRED FOR PROCESSING

ACCESS INFORMATION

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

Property Address: 95561 North Lake Lane, Lakeside, OR 97449

Type of Access: County Road Name of Access: North Lake Road

Is this property in the Urban Growth Boundary? No

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

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

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

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

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

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

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

Coos County Road Department Use Only

Roadmaster or designee: _____

Driveway Parking Access Bonded Date: Receipt # _____

File Number: DR-

SANITATION INFORMATION

If this is a request for a recreational, commercial, industrial, vacation rental, manufactured home park, mass or small gathering Coos Health and Wellness, Environmental Health Staff will be reviewing the proposal to ensure the use meets environmental health standards for sanitation and water requirements to serve the facility. If the proposal indicates that you are using a community water system a review may be required. A fee is charged for this service and shall be submitted with the application \$83.00. If you have questions about regulations regarding environmental health services please call 541-266-6720. This form is required to be signed off for any type of subdivision, recreational, commercial, industrial, vacation rental, manufactured home park, mass or small gathering.

Water Service Type: Select

Sewage Disposal Type: Select

Please check if this request is for industrial, commercial, recreational or home base business use and complete the following questions:

- How many employees/vendors/patrons, total, will be on site?
- Will food be offered as part of the an on-site business?
- Will overnight accommodations be offered as part of an on-site business?
- What will be the hours of operation of the business?

Please check if the request is for a land division.

Coos County Environmental Health Use Only:

Staff Reviewing Application: _____

Staff Signature: _____

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

Additional Comments:

ESTABROOK LAND SURVEYING
PO Box 778
Coos Bay, OR 97420
541-294-6915
Email: stephan@estabrooklandsurveying.com



▪ TEMPLATE DWELLING STATEMENT OF INTENT ▪

| | | | |
|---------------------------------|------------------------|---------------------------------------|----------|
| TO: Coos County Planning | DATE: 4/23/2024 | JOB NO.: | 2023-053 |
| | RE: | Template Dwelling Statement of Intent | |

Project Summary

The intention of this project is to build a residential dwelling. The schedule for starting construction has not yet been determined. A complete explanation of how this request complies with the applicable provisions and criteria can be seen in the supplemental criteria page.

Respectfully,
Estabrook Land Surveying
Stephan Stys, PE, PLS

AFTER RECORDING, PLEASE RETURN TO:
Law Offices of Nay and Friedenberg
6720 SW Macadam Ave., Suite 200 # 2
Portland, OR 97219

Send tax statements to:
Daron Weathers
PO Box B
Lakeside, OR 97449

24-83677-70
RETURN TO KEY TITLE

LAND SALE CONTRACT

THIS AGREEMENT, made and entered into this 16 day of November, 2001,
by and between,

David J. Hansen, Janis Hansen, and John E. Hansen, Attorney-in-
Fact for Mabel S. Hansen, hereinafter referred to as seller,

which term includes the heirs, successors, personal representatives and assigns of said persons,

and

Daron Weathers, hereinafter referred to as buyer,

which term includes the heirs, successors, personal representatives and assigns of said person,

WITNESSETH: That the seller, for and in consideration of the covenants and agreements herein stated to be kept and performed by buyer, has agreed to sell and convey to buyer and buyer has agreed to purchase and pay to seller, the sums of money hereinafter stated for the following-described real property, situated in the County of Coos, State of Oregon, to-wit:

See Legal Description attached as Exhibit A hereto and by reference made a part hereof.

SUBJECT TO:

The purchase price of the property which buyer agrees to pay shall be the sum of \$230,000 payable as follows:

- a. At closing, Buyer shall provide a down payment of Twenty-Five Thousand Dollars (\$25,000) in cash which shall be credited towards the purchase price.
- b. At closing, earnest money of Five Thousand Dollars (\$5000) shall be credited towards the purchase price.

c. Two Hundred Thousand Dollars (\$200,000) to be paid in monthly installments of \$1550.60, or more, commencing on November 16, 2001, and continuing on the first day of each month thereafter until the whole sum of principal and interest has been paid.

d. Interest on the unpaid balance shall accrue at the rate of seven percent (7%) per annum.

e. The unpaid principal and all accrued but unpaid interest shall be paid in full on or before November 16, 2021.

f. Monthly installments shall be paid directly to seller David J. Hansen and are due no later than the 1st day of each month.

Handwritten: CONTRACT SERVICING
Signature: [Signature]
Initials: (DW)

INCREASING PAYMENTS: Buyer shall have the privilege of increasing any monthly payments or prepaying the whole consideration at any time without penalty. All monthly installments shall be first applied against accrued interest, and the balance of such installments shall be then applied in reduction of principal. In the event the undersigned shall elect to prepay less than the entire balance together with accrued interest, such prepayments shall not relieve the undersigned from the obligation to make monthly installments as provided above.

TAXES -BUYER TO PAY: Taxes levied against the above-described property shall be prorated between the seller and the buyer as of the closing date. Seller will assume his share of taxes for the current year and all previous years. Buyer will assume his share of taxes for the current year and all subsequent years. Buyer shall pay property taxes when due and, on demand, shall furnish to the seller written proof that the taxes have been paid and are current.

TAX STATEMENTS: Until a change is requested, all tax statements shall be sent to: Daron Weathers, PO Box B, Lakeside, Oregon 97449.

LIENS: Buyer shall not permit any liens, public or private, on the property and shall pay any such liens which may hereafter be imposed upon the property within ten days after such liens become effective. Buyer shall promptly provide seller with proof of payment of such assessments, charges or liens.

HAZARD INSURANCE - BUYER TO PAY: Commencing on the closing date, the buyer shall keep any improvements now or hereafter located upon the real property insured against loss by fire or other casualty in an amount not less than the full replacement value thereof. The seller shall be named as an insured. Loss shall be payable to the parties hereto as their interests appear at the time of loss, with priority in payment to seller. Any amount received by seller under such insurance payment of a loss shall be applied upon the unpaid balance of the purchase price. No such insurance shall be cancelable or reduced by the insurer without at least thirty days' written notice to seller. All uninsured losses shall be borne by buyer. Buyer shall pay premiums when due and, on reasonable demand, shall furnish to the seller written proof that the premiums therefor have been paid and are current.

DELINQUENT CHARGES: In the event buyer fails to pay any assessment or tax upon the property promptly as the same becomes due, or shall fail to maintain insurance as herein provided, or shall fail to remove immediately any lien imposed upon the property by reason of any contract, act or omission of the buyer, seller shall have the right to pay the amount of such assessment, tax, insurance premium or lien obligation, and in such event seller may add the amount of such payment and any expenses incurred in connection therewith to the balance remaining due under this agreement. All rights of seller under this paragraph shall be in addition to the right to declare a default under the provisions of this agreement.

TITLE INSURANCE: Within 10 days after closing, seller shall pay for and provide a buyer's title insurance policy in the amount of the purchase price insuring buyer against loss or damage which might be sustained by reason of any defect in the title of seller, excepting encumbrances and easements of record.

CLOSING: The sale shall be closed on or before November 16, 2001, or as soon thereafter as is reasonably possible. The cost of closing shall be shared equally by the parties.

POSSESSION: Buyer shall be entitled to possession of the real property on the day following the closing date.

WARRANTY DEED: At such time as the buyer shall have fully paid and performed this contract, the seller shall convey said premises to the buyer by statutory warranty deed, conveying said premises free and clear of encumbrances except such encumbrances as may have been permitted or committed by the buyer from and after the date hereof, except any reservations, zoning ordinances, and building restrictions of record.

SELLER TO PAY UNDERLYING ENCUMBRANCES: Seller covenants that seller will obey all of the terms of any underlying contract and/or encumbrances and will make all payments thereunder when due, except as to those matters which are to be performed by buyer under the terms of this contract. If seller should receive notice of breach of any terms of such instrument, seller shall immediately forward a copy of such notice to buyer.

In the event seller fails to make any payment required, buyer, at buyer's option, may make any or all of the payments payable to seller hereunder directly to the payee under the underlying encumbrances above-mentioned until such obligation is satisfied. Such payments shall be credited on the balance of the purchase price hereunder as though paid directly to seller.

IMPROVEMENTS, ALTERATIONS AND REPAIRS: All improvements now located or which shall hereafter be placed on the property shall remain a part of the property and shall not be removed at any time prior to the expiration of this agreement without the prior written consent of the seller. Buyer shall not commit or suffer any waste of the property or any improvements thereon, or alterations thereof, and shall maintain the property, and all improvements thereon and alterations thereof, in good condition and repair. Buyer shall not otherwise make or cause to be made any structural improvements or alterations to the property without first obtaining the written consent of the seller. Such approval shall not be unreasonably withheld.

DEFAULT: In the event that buyer shall fail to perform any of the terms of this agreement, time of payment and performance being the essence, seller shall, at his option, subject to the requirements of notice as herein provided, have the following rights:

- (a) to foreclose this contract by strict foreclosure in equity;
- (b) to declare the full unpaid balance of the purchase price immediately due and payable;
- (c) to specifically enforce the terms of this agreement by suit in equity;
- (d) to exercise all statutory rights of self-executing foreclosure.

DEFAULT NOTICE: Buyer shall not be deemed in default for failing to perform any covenants or conditions of this contract until notice of said default has been given by seller to buyer and buyer shall have failed to remedy said default within ten (10) days after the giving of the notice. If the buyer shall fail to make payments as herein provided and said failure shall continue for more than ten (10) days after the payment becomes due, buyer shall be deemed in default and seller shall be obligated to give notice to buyer of a declaration of said default, and buyer's right to cure the default within ten (10) additional days.

NOTICES: All notices, requests, demands and other communications under this agreement shall be in writing and shall be deemed to have been given at the time when mailed at any general or branch office of the United States Postal Service by registered or certified mail, in a first class postage prepaid envelope addressed as follows:

To Seller: David J. Hansen
2450 SW Crestdale Dr.
Portland, OR 97225

To Buyer: Daron Weathers
PO Box B
Lakeside, OR 97449

Either party may change such address by notice to the other party, provided, however, that any notice of change of address shall be effective only upon receipt.

ATTORNEY'S FEES: In case litigation is instituted arising directly or indirectly out of this agreement, the losing party shall pay the prevailing party's reasonable attorney's fees in such suit or action, and in any appeal therefrom, as fixed by the court hearing the same.

ENTIRE AGREEMENT: This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the within-described real property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the within-described property is concerned.

CONSTRUCTION: In construing this agreement, it is understood that the seller or buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural; the masculine, the feminine and the neuter. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this contract.

CONTRACT PREPARED BY ATTORNEYS FOR SELLER: This agreement has been prepared by Garvin Reiter of the Law Offices of Nay and Friedenber as attorney for the seller. The seller acknowledges that buyer has the right to have this agreement reviewed by an attorney of buyer's choice.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the date shown herein.

SELLER: *David Hansen*
DAVID J HANSEN

Dated: *November 16*, 2001

SELLER: *Janis Hansen*
JANIS HANSEN

Dated: *11/16*, 2001

SELLER: *Mabel S Hansen*
MABEL S HANSEN

By: *John E. Hansen*
JOHN E. HANSEN, Attorney-in-Fact for Mabel S. Hansen

Dated: *NOVEMBER 16*, 2001

BUYER: *Daron Weathers*
DARON WEATHERS

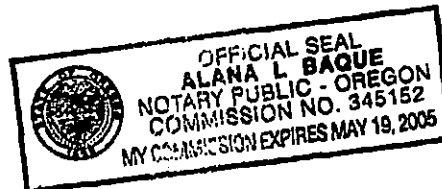
Dated: *10/16*, 2001

STATE OF OREGON)
) ss.
County of DOUGLAS)

The above-named DAVID J. HANSEN personally appeared before me on this 16 day of November, 2001, and acknowledged the foregoing instrument to be his voluntary act.

Alana L. Baque
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of DOUGLAS)



The above-named JANIS HANSEN personally appeared before me on this 16 day of November, 2001, and acknowledged the foregoing instrument to be her voluntary act.

Alana L. Baque
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of DOUGLAS)



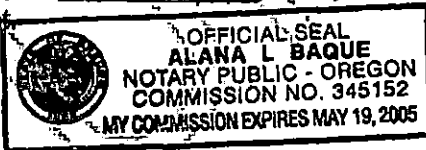
Personally appeared before me this 16 day of November, 2001, JOHN E. HANSEN, who, being duly sworn did say that he is Attorney-in-Fact for Mabel S. Hansen, and that he executed the foregoing instrument by authority of said document.

Alana L. Baque
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of DOUGLAS)



The above-named DARON WEATHERS personally appeared before me on this 16 day of November, 2001, and acknowledged the foregoing instrument to be his voluntary act.



Alana L. Baque
Notary Public for Oregon

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN

PAGE 6 - LAND SALE CONTRACT

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 APPROVED USES.

Unofficial
Copy

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Starting at an iron pipe 715.11 feet North and 568.19 feet West of the pipe marking the center of Section 17, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South $55^{\circ} 22'$ East, 237.16 feet to an iron pipe (hereinafter referred to as "Road Branching Point"); thence North $75^{\circ} 15'$ East 322.88 feet; thence North $76^{\circ} 11'$ East, 85.22 feet to the East line of the SE 1/4 of the NW 1/4 of said Section 17; thence North $1^{\circ} 50'$ East along the East line of said SE 1/4 of the NW 1/4 621.41 feet to the center North 1/16th corner of said Section 17; thence Westerly along the North line of said SE 1/4 of the NW 1/4 a distance of 610.00 feet, more or less, to a point due North of the point of beginning; thence South 593.00 feet, more or less, to the point of beginning. Excepting therefrom that portion conveyed to Jean Miller in Property Line Adjustment Deed recorded November 2, 1994 in Microfilm No. 94-11-0060, Records of Coos County, Oregon.

Together with a perpetual right of way 16 feet in width to be used in common with others as set forth in Instrument recorded October 26, 1961 in Book 288, Page 620, Deed Records of Coos County, Oregon.

Parcel 2:

Starting at an iron pipe 715.11 feet North and 568.19 feet West of the pipe marking the center of Section 17, Township 23 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South $55^{\circ} 22'$ East, 237.16 feet to an iron pipe (known as "Road Branching Point"); thence South $44^{\circ} 28'$ West 165.17 feet to the North line of the County Road right of way, which last mentioned point is the true point of beginning of the tract to be described; thence North $44^{\circ} 28'$ East (along the Southeastern boundary of tract conveyed by Rudolph J. Hillstrom et ux to Harris D. Ealy in Book 288, Page 622, Deed Records of Coos County, Oregon) 165.17 feet to an iron pipe (known as "Road Branching Point"); thence North $75^{\circ} 15'$ East (along the Southeastern boundary of the tract conveyed in 1961 by Rudolph J. Hillstrom et ux to Dale H. Hansen et ux in Book 288, Page 620, Deed Records of Coos County, Oregon), 322.88 feet; thence North $76^{\circ} 11'$ East 85.22 feet along said Southeastern boundary of said Hansen tract to the East line of the SE 1/4 of the NW 1/4 of said Section 17; thence North $1^{\circ} 50'$ East along the East line of said SE 1/4 of the NW 1/4 of said Section 17, 621.41 feet to the Northwest corner of the SW 1/4 of the NE 1/4 of said Section 17; thence Easterly along the North line of the S-1/2 of the NE 1/4 of said Section 17 to the center line of an existing private road known as the "Garbage Road"; thence Southerly along the center line of said road 300 feet, more or less, to the North line of the County Road right of way (the center line of the Garbage Road along said 300 feet distance is located approximately upon the East line of the SW 1/4 of the NE 1/4 of said Section 17); thence Westerly along the North line of the County Road right of way to the true point of beginning.

ACU-24-007
24 8037

This is the criteria and supplemental questions designed to help address the required criteria. The applicant may provide any justification to meet the burden of proof.

**Forest Template Dwelling Supplemental Application:
Coos County Zoning and Land Development Ordinance (CCZLDO)**

SECTION 4.6.100 FOREST AND FOREST MIXED USE – USE TABLES Table 1 identifies the uses and activities in the Forest (F) and Forest/Mixed Use (FMU) zone. The tables describe the use, type of review, applicable review standards. Development shall also comply with Section 4.6.140 Development and Siting Standards. All dwellings and structures are subject to the siting standards found in Section 4.6.130. Exceptions to minimum lot and parcel sizes for the purpose of land division may apply as set out in Section 4.6.145 Land Division for Open Space and Special Assessment, and Section 4.6.145 Exceptions to Minimum Parcel Size. Properties that are located in a Special Development Consideration and/or overlays shall comply with the applicable review process identified by that Special Development Consideration and/or overlay located in Article 4.11.

If a use specifically states Forest Mixed Use only it is not permitted in the Forest Zone. If land is in a zone that allows both farm and forest uses, a dwelling may be sited based on the predominate use of the tract on January 1, 1993.

SECTION 4.6.110 (OAR 660-006-0025) Uses Authorized in Forest Zones (1) Goal 4 requires that forest land be conserved. Forest lands are conserved by adopting and applying comprehensive plan provisions and zoning regulations consistent with the goals and this rule. In addition to forest practices and operations and uses auxiliary to forest practices, as set forth in ORS 527.722, the Commission has determined that five general types of uses, as set forth in the goal, may be allowed in the forest environment, subject to the standards in the goal and in this rule. These general types of uses are: (a) Uses related to and in support of forest operations; (b) Uses to conserve soil, air and water quality and to provide for fish and wildlife resources, agriculture and recreational opportunities appropriate in a forest environment; (c) Locationally dependent uses, such as communication towers, mineral and aggregate resources, etc.; (d) Dwellings authorized by ORS 215.705 to 215.755; and (e) Other dwellings under prescribed conditions.

| Use | TR | Subject to |
|---|-----|--------------------|
| Dwellings authorized by ORS 215.705 to 215.755; and (e) Other dwellings under prescribed conditions. | | |
| 63. Template Dwelling (Alternative forestland dwellings ORS 215.750) | ACU | (9)(B)(II), (9)(C) |

(9)(B) DWELLING ON FOREST AND FOREST MIXED USE ZONES -

(II) Template Dwelling - 215.750 Alternative forestland dwellings; criteria.

- (1) In western Oregon, a governing body of a county or its designate may allow the establishment of a single family "template" dwelling authorized under ORS 215.750 on a lot or parcel located within a forest zone if the lot or parcel is predominantly composed of soils that are:
 - (a) Capable of producing zero to 49 cubic feet per acre per year of wood fiber if:

- (A) All or part of at least three other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and
 - (B) At least three dwellings existed on January 1, 1993 and continue to exist on the other lots or parcels.
- (b) Capable of producing 50 to 85 cubic feet per acre per year of wood fiber if:
 - (A) All or part of at least seven other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and
 - (B) At least three dwellings existed on January 1, 1993 and continue to exist on the other lots or parcels.
 - (c) Capable of producing more than 85 cubic feet per acre per year of wood fiber if:
 - (A) All or part of at least 11 other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and
 - (B) At least three dwellings existed on January 1, 1993 and continue to exist on the other lots or parcels.
 - (d) As used in this section, "center of the subject tract" means the mathematical centroid of the tract.
- (2) The following review standards apply to "template" dwellings approved under this rule:
- (a) Lots or parcels within urban growth boundaries may not be used to satisfy the eligibility requirements under this rule.
 - (b) Except as provided by subsection (c) of this section, if the tract under section (1) of this rule abuts a road¹ that existed on January 1, 1993, the measurement may be made by creating a 160-acre rectangle that is one mile long and one-quarter mile wide centered on the center of the subject tract and that is to the maximum extent possible, aligned with the road.
 - (c) If the:
 - (A) Tract 60 acres or larger described under section (1) of this rule abuts a road or perennial stream, the measurement shall be made in accordance with subsection (b) of this section. However, one of the three required dwellings must be on the same side of the road or stream as the tract, and:
 - (i) Be located within a 160-acre rectangle that is one mile long and one-quarter mile wide centered on the center of the subject tract and that is, to the maximum extent possible aligned with the road or stream; or
 - (ii) Be within one-quarter mile from the edge of the subject tract but not outside the length of the 160-acre rectangle, and on the same side of the road or stream as the tract.
 - (B) Road crosses the tract on which the dwelling will be located, at least one of the three required dwellings shall be on the same side of the road as the proposed dwelling.
 - (d) Notwithstanding subsection (6)(a) of this rule, if the acknowledged comprehensive plan and land use regulations of a county require that a dwelling be located in a 160-acre square or rectangle described in sections (3) and (4) of this rule or subsections (b) or (c) of this section, a dwelling is in the 160-acre square or rectangle if any part of the dwelling is in the 160-acre square or rectangle.

¹ The statutory definition of "public road" at ORS 368.001(5) is not applicable to approval of a forest template dwelling required by ORS 215.750(5) to be located on a tract that abuts a "road." Interpretation of a local code requirement that such dwellings be located on a "public road" is controlled by local legislative intent rather than by statute. *Petersen v. Yamhill County*, 33 Or LUBA 584 (1997). The road may be public or private as long as it has been existence and continued to be in existence since January 1, 1993 and meets the following local definition: A public or private way created or intended to provide ingress or egress for persons to one or more lots, parcels, areas, or tracts of land. A road does not include: (a) driveway located exclusively on the same lot, parcel or tract of land as the use it serves; (b) a private way that is created or intended to provide ingress or egress to such land in conjunction with the use of such land exclusively for forestry, mining, or agricultural purposes.

- (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:
 - (A) 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:
 - (i) No more than one other dwelling exists or has been approved on another lot or parcel that was part of the tract; and
 - (ii) 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.
 - (b) 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.
 - (c) 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.

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.

Response to SECTION 4.6.110(9)(B)(II)

Questions to Answer:

1. Has your property been involved in a property line adjustment?

This property has not been involved in a property line adjustment.

2. Was your property part of a tract on January 1, 2019? Tract means same ownership as an abutting property.

This property was not part of a tract on January 1, 2019.

3. Was your property part of a tract on January 1, 2021?

This property was not part of a tract on January 1, 2021.

4. Did you own abutting property as of January 1, 2021 that contained another dwelling or dwelling authorization? Please list all properties within your ownership that were abutting.

I have not own an butting property as of January 1, 2021 that contained another dwelling or dwelling authorization.

5. Do you have a current template map completed?

a. Which template did you apply and why? (See Section I & II)

The land is capable of producing more than 85 cubic feet per acre of wood fiber and had at least 11 other parcels and three dwellings that existed on January 1, 1993 and are within a 160-acre square centered on the property.

b. How many lots and/or parcels were all or part within the template prior to January 1, 1993? Please list all properties

There were 31 parcels within the template prior to January 1, 1993. The tax ID numbers are: 23200, 24735, 24714, 24734, 24797, 24716, 24707, 24713, 24719, 24723, 24726, 24712, 24724, 24731, 24728, 24302, 24301, 24304, 24301, 24730, 24725, 24715, 24709, 24706, 24701, 23300, 23303, 23302, 23304, 23399, and 23201.

c. How many dwellings are located within lots and parcels described above that were sited prior to January 1, 1993? Please list all properties that contain the qualifying dwellings.

There were 14 dwellings within the template prior to January 1, 1993. The tax ID numbers are: 24707, 24713, 24719, 24723, 24712, 24724, 24731, 24728, 24301, 24725, 24715, 24709, 24706, and 24701.

- d. Are there any covenants, conditions and restrictions on this property and if so do they specifically prohibit a dwelling? Please provide the restrictions if apply.

There are no covenants, conditions or restrictions on this property specifically prohibiting a dwelling.

Additional evidence and responses to address the criteria?

| |
|---|
| 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 nearby² or adjoining forest or agricultural lands;
 - (b) The siting ensures that adverse impacts on forest operations and accepted farming practices on the tract will be minimized;
 - (c) The amount of forest lands used to site access roads, service corridors, the dwelling and structures is minimized; and
 - (d) The risks associated with wildfire are 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.

Response shall explain how or why, providing a yes or no will not satisfy the criteria and will result in an incomplete application:

² 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.

- (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.

Water Resource Department Information: <https://www.oregon.gov/owrd/pages/index.aspx>

Response shall include the source of water and how it is permitted:

Water can be provided by Lakeside Water District. The "will serve" letter is attached.

- (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.

Response shall include what road the property is accessing, maintenance agreements and easements that pertain to the road. This information may be included in your deed.

The property is accessed is by N Lake Road which a county road, so there is no maintenance agreement or easement needed for its use.

(5) Approval of a dwelling shall be subject to the following requirements:

- (a) Approval of a dwelling requires the owner of the tract to plant a sufficient number of trees on the tract to demonstrate that the tract is reasonably expected to meet Department of Forestry stocking requirements at the time specified in department of Forestry administrative rules;
- (b) The planning department shall notify the county assessor of the above condition at the time the dwelling is approved;
- (c) If the lot or parcel is more than 10 acres in western Oregon or more than 30 acres in eastern Oregon, the property owner shall submit a stocking survey report to the county assessor and the assessor will verify that the minimum stocking requirements have been met by the time required by Department of Forestry rules;
- (d) Upon notification by the assessor the Department of Forestry will determine whether the tract meets minimum stocking requirements of the Forest Practices Act. If that department determines that the tract does not meet those requirements, that department will notify the owner and the assessor that the land is not being managed as forest land. The assessor will then remove the forest land designation pursuant to ORS 321.359 and impose the additional tax; and
- (e) The county governing body or its designate shall require as a condition of approval of a single-family dwelling under ORS 215.213, 215.383 or 215.284 or otherwise in a farm or forest zone, that the landowner for the dwelling sign and record in the deed records for the county a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937.

1. Will sufficient tress be replanted?

The property will be planted with enough trees to demonstrate that the tract is reasonably expected to meet department of forestry stocking requirements.

2. **Is the property more than 10 acres in size? If so, the applicant shall acknowledge a stocking survey will be filed with the County Assessor's Office as a condition of approval.**

The property is larger than 10 acres in size. I will have a stocking survey report completed and submitted to the county assessor.

3. **Upon receiving approval, will the applicant/property owner record in the deed records for the county a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937 injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937.**

A covenant binding the landowner and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices was recorded. This was recorded as deed instrument number 2020-7302 and is attached to this application.

Additional Response Information:

SECTION 4.6.140 DEVELOPMENT AND SITING CRITERIA:

This section contains 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.

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.
3. **Fences, Hedges and Walls:** No requirement, except for vision clearance provisions in Section 7.1.525.
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 to site or properly maintain public utilities and road rights-of-way;
 - 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.
 - a. The dwelling has a fire retardant roof.
 - b. The dwelling will not be sited on a slope of greater than 40 percent. Slope³ will also determine additional firebreak in Section 8 Firebreak.

³ 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 Oregon³ published by United States Department of Agriculture, Soil Conservation Service, in cooperation with Oregon

- c. Evidence is provided that the 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.
- d. The dwelling is located upon a parcel within a fire protection district or is provided with residential fire protection by contract. If the dwelling is not within a fire protection district, the applicant provides evidence that the applicant has asked to be included in the nearest such district or contract with a private fire protection company.
- e. For dwellings and structures outside of a fire protection district alternative forms of fire protections will apply to the develop including fire sprinkling system, on-site equipment and water storage.
 - i. Water storage shall be a swimming pool, pond, lake or similar body of water that at all times contains at least 4,000 gallons or a stream that has a minimum flow of at least one cubic foot per second. Road access shall be provided to within 15 feet of the water's edge for fire-fighting pumping units, and the road access shall accommodate a turnaround for fire-fighting equipment. The access to the water source shall be marked with signs for fire water sources.
- f. If the dwelling has a chimney or chimneys, each chimney has a spark arrester.
- g. 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:

- 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.

Agricultural Experiment Station. Staff will accept an on ground study for slope from an Registered Surveyor or other Registered Professional that is able to make calculations based on the profession licensing requirements.

- d. Proof that all of these items will be met include poof of the slope to determine additional firebreak setbacks is required.

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.

RESPONSE TO SECTION 4.6.140

1. **Is the property a legal unit of land? Please provide reference to how it was created.**
The property is a legal unit of land. It was created by deed.
2. **Will the applicant meet the road setback (shall be shown on plot plan)?**
The road setbacks will be met, and this is shown on the plot plan.
3. **Will a Fence, Hedge and/or Wall be developed at this time? If so will it comply with the vision triangle?**
A fence, hedge or wall will not be developed at this time.
4. **Has a driveway/access/parking permit been requested at the time of the application?**
A driveway permit has been requested.
5. **Has the applicant acknowledged that they will file in the deed record of Coos County, a Forest Management Covenant prior to receiving a zoning compliance letter? (This shall be done after the conditional use is approved, but before a zoning clearance letter is issued. A Forest Management Covenant cannot be filed if the conditional use has not been approved but a draft may be submitted with the application.)**
A Forest Management Covenant has been recorded. This was recorded as deed instrument number 2020-7302 and is attached to this application.
6. **Has the applicant shown any waterways that require a 50 feet setback and if so will the setback be met?**
Waterways requiring a 50 foot setback have been show, and these setbacks will be met.

7. Fire related questions:

- a. The proposed dwelling shall use non-combustible or fire resistant roofing materials. Describe the materials that will be used.

The roof will either be metal for composite shingles.

- b. What is the slope of the property on average and where the dwelling will be located?

The average slope of the property is 18%. The house will be located on the edge of a steep slope.

- c. What evidence is provided that the 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?

Water will be provided by the Lakeside Water District.

- d. Is the property within a Fire District and if so which Fire District.

- i. If the property is within a Fire District you shall explain how you have requested to be included in the Fire District with a copy of the request.

The property is within Lakeside Rural Fire District.

- ii. If the property is outside of a Fire District and cannot be served by a Fire District you are required to provide the contract with a private fire protection company.

NA.

- iii. For dwellings and structures outside of a fire protection district alternative forms of fire protections will apply to the develop including fire sprinkling system, on-site equipment and water storage. Include on the plot plan water storage and access to meet the following standards:

1. water storage shall be a swimming pool, pond, lake or similar body of water that at all times contains at least 4,000 gallons or a stream that has a minimum flow of at least one cubic foot per second.

2. Road access shall be provided to within 15 feet of the water's edge for fire-fighting pumping units, and the road access shall accommodate a turnaround for fire-fighting equipment. The access to the water source shall be marked with signs for fire water sources.

NA.

- e. Does the proposed dwelling have a chimney and if so will a spark arrester be installed?

There is not yet a proposed house design, but if the house is to have a chimney, spark arrestors will be installed.

8. Firebreak Safety:

- 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. This information shall be included on the plot plan and described how you intend to maintain this firebreak.**

The fire break is shown on the plot plan, and it will be maintained with a weedeater.

- b. **On the plot plan provide a diagram of where the garden hose will be located and describe the length that will allow it to reach the perimeter of the primary safety zone shall be available at all times.**

This is shown on the plot plan.

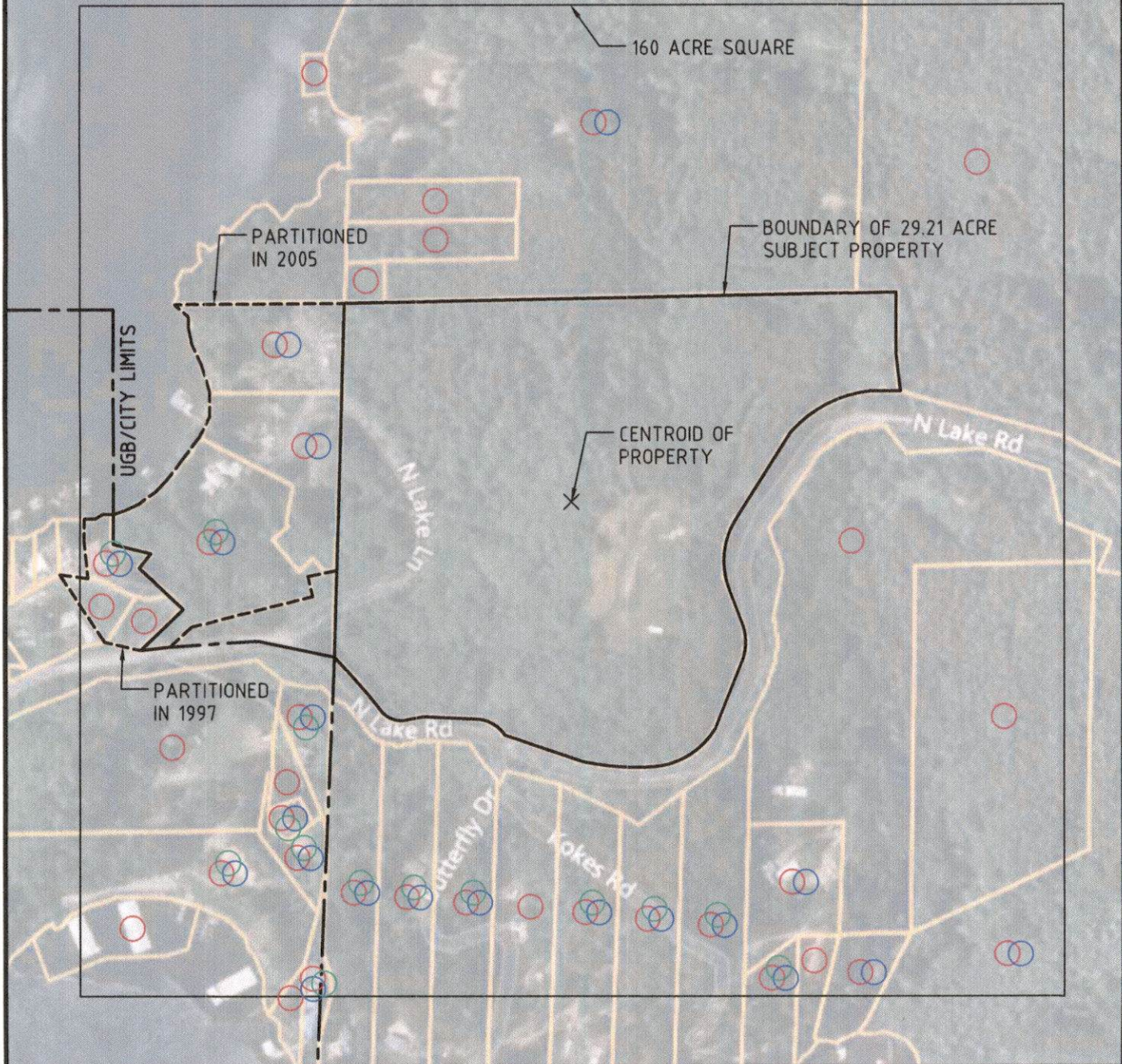
- c. **Additional Primary Safety Zone Down Slope will be required based on the slope of the property. What is the slope of the property? If the slope differs from the soil report explain and provide evidence to show how the slope was determined. If additional safety zones are required based on the slope table you will need to show them on the plot plan.**

There will be a primary safety zone of 75' on the slope side of the dwelling and 30' on the flat areas. The slopes were determined from the USGS Quad map.

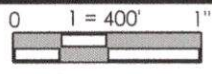
Additional evidence and responses to address the criteria?

THERE ARE 35 LOTS AND 20 DWELLINGS WITHIN A 160 ACRE SQUARE CENTERED ON THE MATHEMATICAL CENTER (CENTROID) OF THE SUBJECT TRACT. BECAUSE OF THE LARGE AMOUNT OF LOTS AND DWELLINGS WITHIN THE 160 ACRE SQUARE, WE BELIEVE IT IS SAFE TO ASSUME THAT THIS WILL EASILY MEET THE REQUIREMENTS OF SECTION 4.6.110(9)(B)(II)(1)(c).

- CURRENT DWELLING WITHIN 160 ACRE SQUARE
- DWELLING WITHIN 160 ACRE SQUARE PRIOR TO JANUARY 1, 1993
- LOT WITHIN 160 ACRE SQUARE



Drawn By: SRS
Date: 4/2/2024



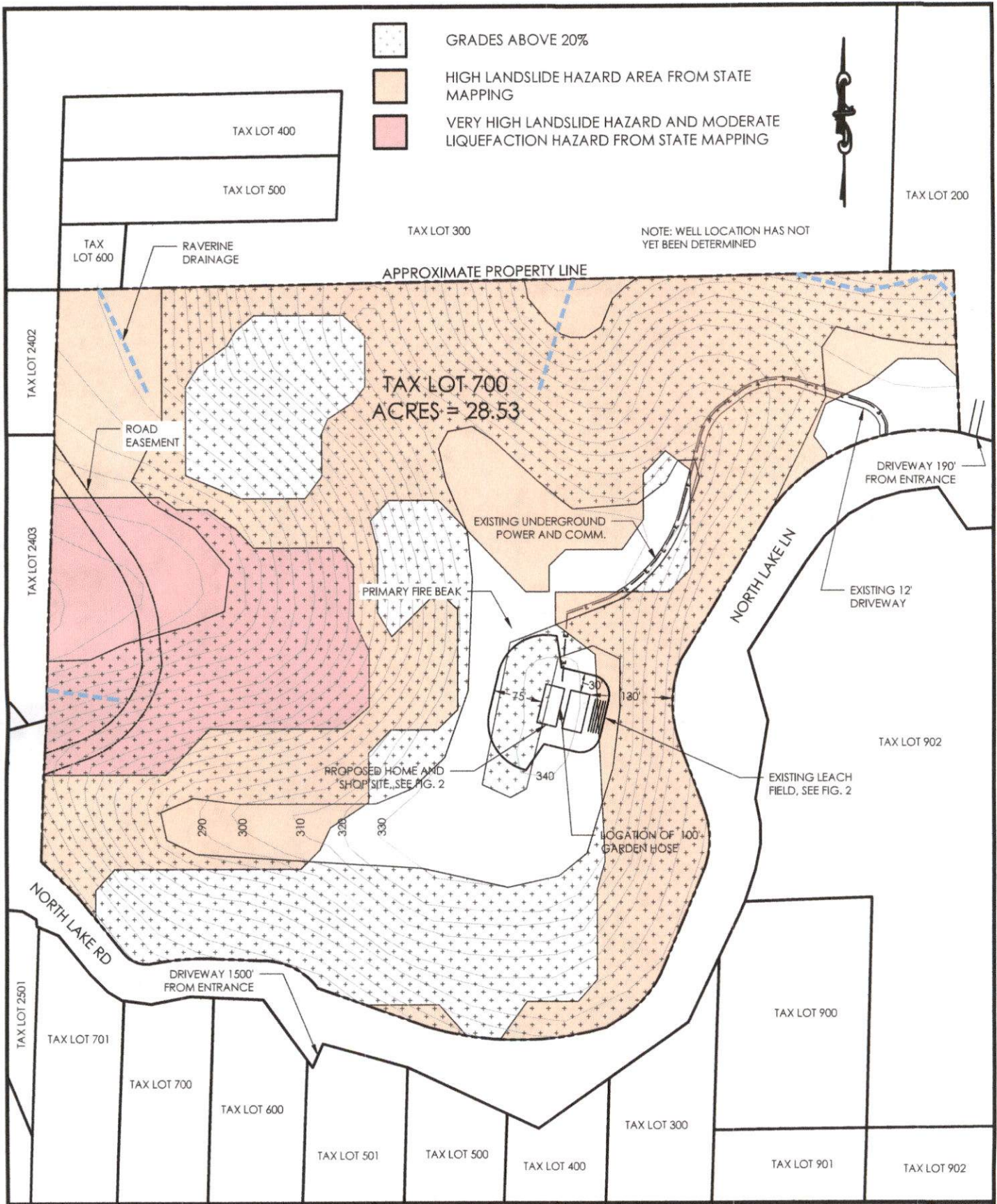
TEMPLATE DWELLING MAP

FIGURE

DARON WEATHERS

27S-12W-17-700

1



**ESTABROOK
LAND SURVEYING**

Drawn By: SRS
Date: 2/26/2021

0 1" = 200' 1"

23S-12W-17 TAX LOT 700

DARON WEATHERS PLOT PLAN

PO BOX B
LAKESIDE, OR 97449

FIGURE
1

LAKESIDE WATER DISTRICT



PHONE 759-3

P. O. BOX

LAKESIDE, OREGON 97

4/6/20

To Whom It May Concern,

Lakeside Water District is able to provide drinking water to Daron Weather's property described as Tax Account 24705, Map and Tax Lot 23512170000700.

Payment for the meter and installation would be required prior to the service being installed.

Tamara Estabrook

Tamara Estabrook, Office Manager

Lakeside Water District

PO Box 314

Lakeside, OR 97449

541-759-3602

After Recording Return to:

DARON WEATHERS
71577 KOKES RD
LAKESIDE ORE 97449

Coos County, Oregon

2020-07302

\$86.00

07/27/2020 04:23 PM

Pgs=1



Debbie Heller, CCC, Coos County Clerk

**DEED DECLARATION
Forest Management Covenant**

The undersigned, being the record owners of all of the real property described in the instrument recorded as 2005-661 (Volume, Page or Official Record number) of the deed records of Coos County Oregon, do hereby make the following deed declaration(s) for the above-described real property, specifying that the declaration(s) shall constitute covenants to run with all of the land and shall be binding on all persons claiming under such land and that this declaration(s) shall be for the benefit of and limitation upon all future owners of said real property.

The following deed declaration(s) hereafter bind the subject property:

"Declarant and Declarant's heirs, legal representatives, assigns, and lessees hereby acknowledge and agree to accept by the placement of this covenant or the acceptance and recording of this instrument that the property herein described is situated on or near forest or farm land, and as such may be subject to common, customary, and accepted forest or farm practices which ordinarily and necessarily produce truck and heavy machinery traffic and noise, dust, smoke, and other types of visual, odor, and noise pollution which Declarant accepts as normal and necessary forest or farm management practices, and as part of the risk of purchasing, constructing, or placing a residential structure in a resource area. This covenant also prohibits the Declarant, Declarant heirs, legal representing assigns, lessees, and all future owners from pursuing a claim for relief or cause of action alleging injury from farming of forest practices for which no action or claim is allowed under ORS 30.936 or 30.937. In addition, fire prevention authorities may require curtailment of certain activities during fire season. Coos County shall be a party to this declaration which cannot be removed or modified without written consent of the County for so long as the subject property or adjoining property is zoned resource land. "

The deed declaration(s) shall not be modified or terminated except by the express written consent of the owners of the land at the time, and Coos County Development Services, as hereafter provided.

COOS COUNTY, a political subdivision of the State of Oregon, shall be considered a party to this deed declaration and shall have the right, if it so desires, to enforce any or all of the declaration(s) contained herein by judicial or administrative proceeding. This declaration is made pursuant to the provisions of the Coos County Zoning and Land Development Ordinance.

Dated this 22 day of July, 2020

Daron Weathers
Printed Name of Record Owner

[Signature]
Signature of Record Owner

Printed Name of Record Owner

Signature of Record Owner

Printed Name of Record Owner

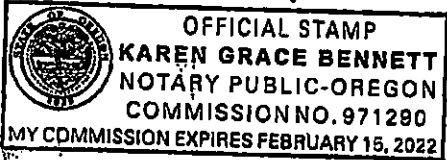
Signature of Record Owner

Printed Name of Record Owner

Signature of Record Owner

STATE OF OREGON)
) ss.
County of Coos)

Personally appeared the above names Daron Weathers and acknowledged the foregoing instrument to be his/her voluntary act and deed before me this 22 day of July, 2020



[Signature]
Notary Public for State of Oregon
My Commission Expires: 2/15/2022

Note: A copy of the recorded instrument must be returned to the Coos County Planning Department (225 N. Adams, Coquille, Oregon) before permits can be issued.