



Planning Permit Application

CITY OF BANDON PLANNING
 P.O. BOX 67
 555 HWY 101
 BANDON, OR 97411
 P:(541) 347-2437
 F:(541)347-1415

Permit Number: *20-060*

APPLICATION TYPE (select all that apply)		
<input type="checkbox"/> Annexation*	<input type="checkbox"/> Land Use Review*	<input type="checkbox"/> Subdivision*
<input type="checkbox"/> Certificate of Appropriateness (CoA)*	<input checked="" type="checkbox"/> Partition*	<input type="checkbox"/> Vacation*
<input type="checkbox"/> Comprehensive Plan or Zone Amendment*	<input type="checkbox"/> Plan Review (PR)	<input type="checkbox"/> Variance*
<input type="checkbox"/> Conditional Use Permit (CUP)*	<input type="checkbox"/> Planned Unit Development (PUD)*	<input type="checkbox"/> Zoning Compliance (ZC)
<input type="checkbox"/> Floodplain Development*	<input type="checkbox"/> Property Line Adjustment (PLA)*	<input type="checkbox"/> Other _____*
* Pre-application required		Total Fees: \$ <i>1000 + 200 deposit</i>

pd 3.25.21

I. PROJECT LOCATION			
Street Address: 2764 Oregon Ave SW			
Map Number / Tax Lot(s): 28S 15W 36DD	/ 100	Zone: C-2	Floodplain: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

II. APPLICANT'S INFORMATION (applicant is the primary party responsible for development)	
Applicant's Name: Larry & Tommi Cox	Phone: 541-297-4078
	E-Mail:
Applicant's Mailing Address: P.O. Box 1908, Bandon OR 97411	

III. PROPERTY OWNER'S INFORMATION	
Property Owner's Name: Larry & Tommi cox	Phone: 541-297-4078
	E-mail:
Mailing Address: P.O. Box 1908. Bandon OR 97411	

IV. OTHER INFORMATION (APPLICANT'S REP, SURVEYOR, ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, ETC)	
Title: Surveyor	Name: Troy Rambo
Email: mandrllc@frontier.com	Phone: 541-751-8900
Title:	Name:
Email:	Phone:
Title:	Name:
Email:	Phone:

V. PROJECT DESCRIPTION	
Use: <input type="checkbox"/> Residential	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Other _____
*Please attach a short narrative that describes your proposed project and indicates the proposed use.	
A 2 Parcel Partition to separate the existing car wash and lube/tire shop	

VI. SITE PLAN: Please see our "How to Create a Site Plan" and sample site plan document for requirements and tips on how to create your site plan. Plans must be drawn to scale and may be submitted electronically; **printed copies must be submitted on 11x17, ledger size paper (larger or smaller paper sizes will not be accepted).**

VII. PROPERTY OWNER SIGNATURE/AUTHORIZATION

- I have read the application and the attached documentation and I understand that my application may be delayed or deemed incomplete if I have provided insufficient information and documentation to allow for approval.
- I certify that the information provided in this application, including all submittals and attachments, is true and correct to the best of my knowledge.
- I understand and agree that all required inspections will be requested 2 business days in advance, and it is the applicant's responsibility to ensure required inspections have been requested, completed, and approved.
- I authorize the City of Bandon or its acting agent, to enter onto the subject property, as described in section "I. Project location".
- I authorize the following party(s) to act as applicant in regard to the attached application for the subject property described above.

X Applicant's Signature: <i>Larry D. O.</i>	Date: <i>3/25/21</i>
<i>Property owner's signature required if applicant is not the property owner</i>	
X Property Owner's Signature: <i>Larry D. O.</i>	Date: <i>3/25/21</i>

Development Disclosure

The City of Bandon is obligated to report all ground disturbances within the City of Bandon to the Coquille Indian Tribe. Property owners and applicants must adhere to all conditions and requirements set out by the Coquille Indian Tribe, State Historic Preservation Office (SHPO) or both if required. Please be aware that state statutes and federal law govern how archaeological sites are to be managed. ORS 97.745 prohibits the willful removal, mutilation, defacing, injury, or destruction of any cairn, burial, human remains, funerary objects, or objects of cultural patrimony of a Native Indian. ORS 358.920 prohibits excavation, injury, destruction, or alteration of an archaeological site or object, or removal of an archaeological object from public or private lands.

It is the property owner and applicant's responsibility to determine if additional permits from other agencies will be required, including but not limited to: Oregon State Building Codes, Oregon State Department of Environmental Quality, FEMA, Oregon State Fish and Wildlife and U.S. Fish and Wildlife. If additional permits are required, it is the responsibility of the property owner/applicant to obtain such permits and comply with their conditions of approval.

It is the property owner/applicant's responsibility to provide the City of Bandon all necessary legal documentation related to the property, including but not limited to: proof of ownership, receipts, deed restrictions, vacation records, easement records, etc.

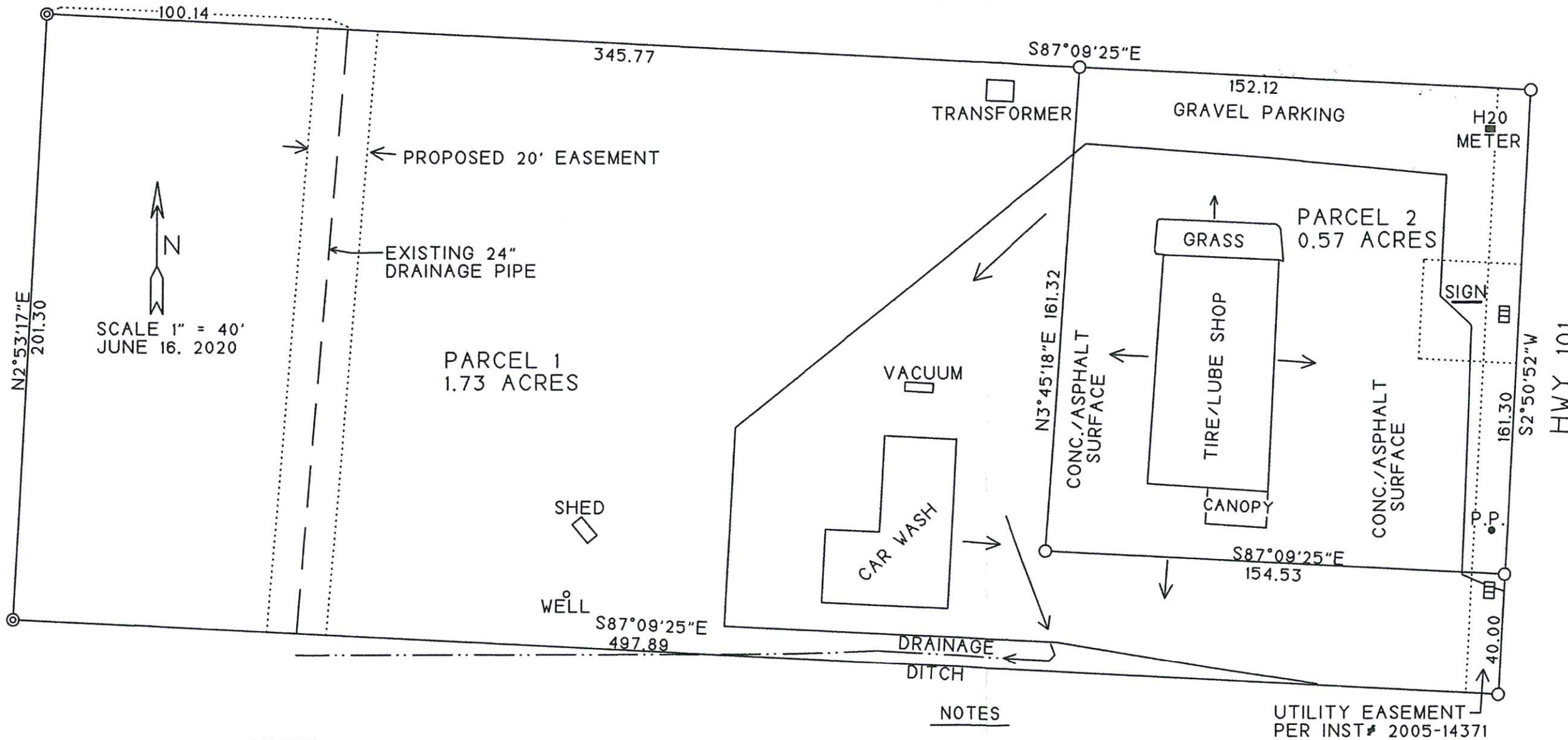
I acknowledge, understand, and agree, that all relevant documentation will be provided to the City of Bandon, and that all required permits and consent will be obtained prior to the start of construction, with all conditions of approval adhered to.	
X <i>Larry D. O.</i>	<i>7-9-2020</i>
<i>Property Owner's Signature (Property owner's signature required if applicant is not the property owner)</i>	Date
X <i>Tommy R. O.</i>	<i>7-9-2020</i>
<i>Applicant's Signature</i>	Date

Staff's Signature of Intake: *JULY 9, 2020* Date: *DN*

Staff's Signature of Completeness: *[Signature]* Date: *3-25-21*

Staff's Signature of Approval: _____ Date: _____

TENTATIVE PARTITION - LOCATED IN THE SE1/4 SE1/4
 SEC. 36, T.28S., R.15W., W.M., CITY OF BANDON, COOS COUNTY, OREGON
 (T.L. 100 - 28S 15W 36DD - ACCT.# 1053916 - 2.26 AC.)



PREPARED FOR:
 LARRY & TOMMI COX
 P.O. BOX 1908
 BANDON, OR 97411

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

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Troy Rambo
 OREGON
 JULY 14, 1998
 TROY J. RAMBO
 2865

RENEWAL 12-31-2020

LEGEND

- ⊙ RECORD CORNERS
- PROPOSED CORNERS
- RECORD/PROPOSED EASEMENT BOUNDARY
- ▣ EXISTING STORM DRAIN
- P.P. POWER POLE

NOTES

- SITE ADDRESS - 2764 OREGON AVE SW
- ZONING - C-2
- EXISTING LAND USE - COMMERCIAL
- WATER/SEWER/POWER - CITY OF BANDON - ONSITE - ALONG HWY 101
- TOPOGRAPHY - LESS THAN 10%



Megan Lawrence <mlawrence@ci.bandon.or.us>

Pre-application for 2764 Oregon Ave (Larry's Xpress Lube)

ODOT Region 3 Development Review <R3DevRev@odot.state.or.us>

Wed, Jan 15, 2020 at 4:37 PM

To: "mlawrence@ci.bandon.or.us" <mlawrence@ci.bandon.or.us>

Cc: WANG Wei * Michael <Wei.WANG@odot.state.or.us>, WADDINGTON Jeff S <Jeff.S.WADDINGTON@odot.state.or.us>, PEDERSON Glen O <glen.o.pederson@odot.state.or.us>, BROOKS Aaron G <Aaron.G.BROOKS@odot.state.or.us>

Hi Megan,

Good afternoon! We have taken a look at the proposal and offer the following feedback and suggestions:

- The site has an existing driveway on US 101, which is not access controlled.
- ODOT supports the proposed Straight Forward Partitioning with sharing the existing driveway as it utilizes the existing shared driveway pm the southern portion of the lot. Or if the applicant and City are interested in maximizing future development and further partitioning the site, ODOT would support the Subdivision with Street option if the applicant closed the existing driveway at the southern portion of the site.
- ODOT recommends recording reciprocal access easements between the subdivided tax lots.
- The proposed street connection will need to be updated in City or County TSP.

Please feel free to drop me a line at 541—774-6331 if you would like to discuss further.

Best regards,

Micah

Micah Horowitz, AICP

ODOT Region 3 | Senior Transportation Planner

100 Antelope Road, White City, OR 97503

p: 541.774.6331 | e: micah.horowitz@odot.state.or.us

From: Megan Lawrence <mlawrence@ci.bandon.or.us>

Sent: Monday, December 30, 2019 11:45 AM

To: ODOT Region 3 Development Review <R3DevRev@odot.state.or.us>

Subject: Pre-application for 2764 Oregon Ave (Larry's Xpress Lube)

Good Morning!

[Quoted text hidden]

[Quoted text hidden]



Larry's Lube -
Car Wash
Measurements



Imagery ©2019 Google, Map data ©2019 Google 20 ft

*Straight-forward
Partitioning*



Imagery ©2019 Google, Map data ©2019 Google 50 ft 1 mi

Alternative Partitioning



Imagery ©2019 Google, Map data ©2019 Google 20 ft

*Subdivision
with Street*



Imagery ©2019 Google, Map data ©2019 Google 200 ft

Street Connectivity

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, Laura E. F. Ryons, a single woman, for a valuable consideration to me paid by Dee W. Schvaneveldt and Dale E. Schvaneveldt, Grantees, do hereby grant, bargain, sell and convey unto the said Grantees as tenants in partnership, all of the following described property, to-wit:

A tract of land situated in the South half (S $\frac{1}{2}$) of Section Thirty-six (36), Township Twenty-eight (28) South, Range Fifteen (15) West of the Willamette Meridian and in the North half (N $\frac{1}{2}$) of Section One (1), Township Twenty-nine (29) South, Range Fifteen (15) West of the Willamette Meridian, Coos County, Oregon, being a part of Lowe D. L. C. No. 37, and particularly described as follows:

Beginning at a point 495 feet South from the Northeast corner of Section One (1), Township Twenty-nine (29) South, Range Fifteen (15) West of the Willamette Meridian, thence West 4303.2 feet; thence North 924 feet; thence North 720 East to the East line of Section Thirty-six (36), Township Twenty-eight (28) South of Range Fifteen (15) West of the Willamette Meridian, thence South on said East line and East line of Section One (1), Township Twenty-nine (29) South of Range Fifteen (15) West of the Willamette Meridian, 2319.24 feet to the point of beginning, reserving however unto the Grantor, her heirs and assigns one-half ($\frac{1}{2}$) of the oil and mineral rights.

I, the Grantor, covenant to and with the Grantees that I am lawfully seized in fee simple of the above granted premises free from all encumbrances, except, cemetery rights reserved by deed from Eddy Paby, Jr. to Annie E. Geromi, dated April 16, 1880, and deed from Pulaski to Blalock dated October 21, 1890, and water right granted to E. Lura Morgan as recorded in volume 2 of record of Water Rights Certificate Page 202, Coos County, Oregon, that I shall, and my heirs, executors and administrators shall warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

Witness my hand and seal this 9th day of September, 1959.

Laura E. F. Ryons (SEAL)

STATE OF Nebraska } ss
County of Lincoln }

On the 9th day of September, 1959, there appeared before me the aforementioned Laura E. F. Ryons, whom personally acknowledged to me that she executed the foregoing instrument freely and voluntarily for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Notary Public for

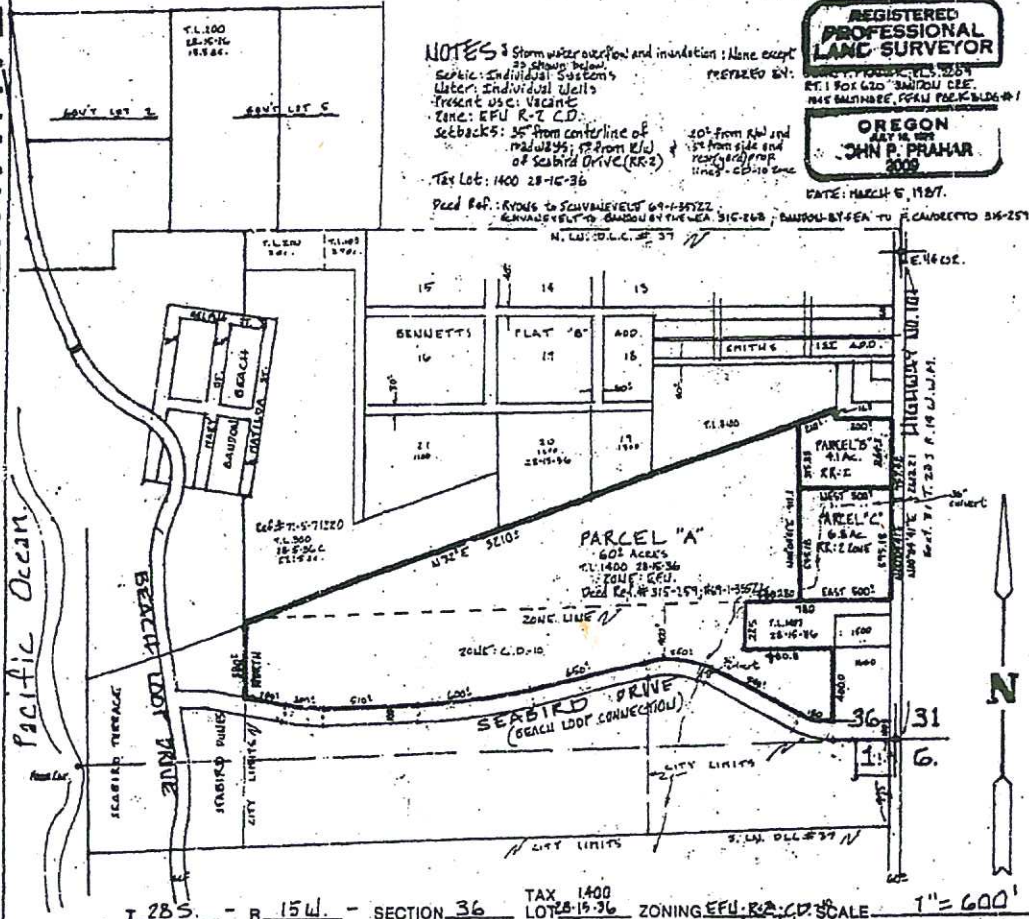
My Commission expires: June 16, 1963

MINOR PARTITION - TENTATIVE

VOL. 3 Pg. 10 87 3 4227
 PLEASE PRINT
 SUBMITTAL DATE: March 19, 1987
 OWNED: FRANKS LANDRETO
 TELEPHONE: 888-5780
 MAILING ADDRESS: P.O. BOX 3220
 COOS BAY ORE.

REGISTERED PROFESSIONAL LAND SURVEYOR
 JOHN P. PRAHAR
 2009
 DATE: MARCH 5, 1987

NOTES: Storm water runoff and inundation: None except as shown below.
 Easement: Individual Subsection
 Water: Individual Wells
 Present use: Vacant
 Zone: EFU R-7 C.D.
 Setbacks: 35' from centerline of roadway; 25' from E/W of Seabird Drive (RRZ)
 Tax Lot: 1400 28-15-36
 Recd Ref: RYONS to SCUMMEYERS 04-1-1972
 ESTATE OF J. GARDNER BY THE HEIR SUC-248, GARDNER BY SEA TO R. LANDRETO 316-257



ALL INFORMATION SHOWN ON THE PLAN MAP IS ACCURATE AND I (WE) ACCEPT FULL RESPONSIBILITY FOR SUCH REPRESENTATION.
 As a condition of approval of this map, the undersigned hereby agrees that he/she will hold Coos County harmless from and indemnify the County for any liability for damages which may occur to the undersigned or his/her property or to any other persons or property whatsoever as a result of the undersigned's failure to build, improve or maintain roads in this proposed land division.

James Carretto
 OWNERS SIGNATURE
James Carretto
 OWNERS SIGNATURE
James L. Carretto
 PARTITIONERS SIGNATURE

Coos County hereby gives notice to all developers, purchasers, potential purchasers and all third parties whatsoever that the County disclaims any liability whatsoever for any damage which may occur as a result of the failure of the developer to construct, improve or maintain roads in this proposed land division.

APPROVAL:
[Signature] 23 MAR 1987
 PLANNING DIRECTOR DATE

NOTE: Approved partition must be filed with the county clerk

TICOR TITLE INSURANCE 87 5 5811

STATUTORY WARRANTY DEED

MICHAEL G. GRAY, DONALD R. GRAY and RUBY E. GRAY Grantor,
conveys and warrants to FRANCES D. CAVORETTO

Grantee, the following described real property (free of encumbrances except as specifically set forth herein situated in
COOS County, Oregon, to wit:

AS PER ATTACHED EXHIBIT "A"

THIS INSTRUMENT WILL 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 APPROVED USES. The said property is free from encumbrances except

The true consideration for this conveyance is \$ --NONE-- (Here comply with the requirements of ORS 93.030)

Dated this 16 day of September 19 87

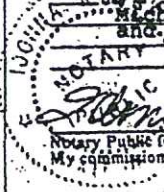
Michael G. Gray
(Michael G. Gray)

Donald R. Gray
(Donald R. Gray)

Ruby E. Gray
(Ruby E. Gray)

State of Oregon, County of COOS
The foregoing instrument was acknowledged before me this 16 day of September 19 87 by Michael G. Gray, Donald R. Gray and Ruby E. Gray

State of Oregon, County of _____
The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by _____ President and Secretary of _____ a _____ corporation.
on behalf of the corporation.



Thomas R. Fry
Notary Public for Oregon
My commission expires: 12-12-88

Notary Public for Oregon
My commission expires:

WARRANTY DEED

GRANTOR
GRANTEE
Frances D. Cavoretto
P.O. Box 530, Bandon, OR 97411
Until a change is requested, all tax statements shall be sent to the following address:
Michael G. Gray
P.O. Box 688, Bandon, OR 97411
Escrow No. _____ Title No. 6-52-749
After recording return to:
~~XXXXXXXXXX~~ GRANTEE Address above

This Space Reserved for Recorder's Use
State of Oregon 87-5-5811
County of Coos
I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at
Sept 17 2:50 PM 87
By D. Taylor Deputy
#pages = 2 - Fee \$ 9-7-

87 5 5812

EXHIBIT "A"

AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER THE NORTH 60.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND TO WIT:

A parcel of land lying in the S.E.¼ of Section 36, Township 28 South, Range 15 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at the witness corner to the southeast corner of said Section 36, said point being located 30 feet west of said southeast corner and also being located on the westerly right of way line of Highway 101, thence No. 0° 04' 41" E along said right of way 725.00 feet to the true point of beginning, said point also being the northeast corner of that property conveyed to the Faith Baptist Church, deed reference 83-5-04957, Coos County Deed Records; thence No 0° 04' 41" E along said right of way, 595.18 feet; thence N 89° 59' 19" W, 500.00 feet; thence S 0° 04' 41" W, 595.18 feet; thence S 89° 55' 19" E, 500.00 feet to the point of beginning.

Donald R. Gray and Ruby E. Gray join on this deed to release any interest in the Trust Deed dated April 23, 1987, recorded May 4, 1987, bearing M/F Reel No. 87-3-4705, Records of Coos County, Oregon.

RECORDED BY

 TABOR TITLE
INSURANCE
58-111-91
Coos County Branch

VACATES # 87-5-5811

After Recording Return To:
Larry D. Cox
Tommi R. Cox
P.O. Box 1908
Bandon, OR 97411
Send Tax Statements To:
Larry D. Cox
Tommi R. Cox
P.O. Box 1908
Bandon, OR 97411

Recorded By Fidelity National Title
Company As An Accommodation
Only With No Liability
Assumed.

AFTER RECORDING RETURN TO
FIDELITY NATIONAL TITLE COMPANY

QUITCLAIM DEED
(ORS 93.865)

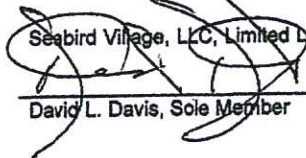
Seabird Village, LLC, Limited Liability Company, Grantor, releases and quitclaims to Larry D. Cox and Tommi R. Cox, as husband and wife, Grantee, all right, title and interest in and to the following described real property:

All right, title and interest in and to the easement for ingress and egress, and utilities as described in document no. 87-5-5811 recorded on September 17, 1987 in the real property records of Coos County, Oregon.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 APPROVED USES, 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 197.352.

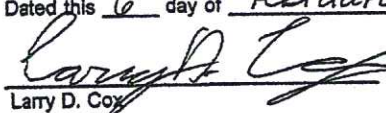
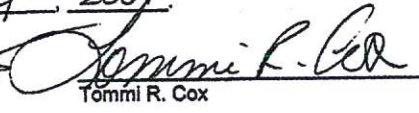
The true consideration for this conveyance is to release any and all right, title, and/or interest in an easement for ingress, egress, and utilities as disclosed by document no. 87-5-5811 of the Coos County, real property records.

Dated this 6 day of February, 2007.


Seabird Village, LLC, Limited Liability Company
David L. Davis, Sole Member

The undersigned grantees hereby acknowledge and accept the extinguishment of said easement as described in document no. 87-5-5811.

Dated this 6 day of February, 2007.

 
Larry D. Cox Tommi R. Cox

Title No. 24-SELLER

Escrow No. 24-SELLER



State of OR, County of Coos)ss.

This instrument was acknowledged before me on Feb. 7, 2007
by David L. Davis as, the Sole Member, of Seabird Village, LLC, Limited Liability Company

[Signature]
Notary Public

My commission expires: 2-15-2010



State of OR, County of Coos)ss.

This instrument was acknowledged before me on Feb. 7, 2007
by Larry D. Cox.

[Signature]
Notary Public

My commission expires: 2-15-2010

State of OR, County of Coos)ss.

This instrument was acknowledged before me on Feb. 7, 2007
by Tommi R. Cox.

[Signature]
Notary Public

My commission expires: 2-15-2010



After-recording return to:
 Steve Wilgers, P.C.,
 P.O. Box 29,
 Coos Bay, OR 97420

47-83723
 AFTER RECORDING
 RETURN TO
 Titor Title Insurance
 131 N. 3rd - Box 1075
 Coos Bay, OR 97420-0233

Until a change is requested,
 send all tax statements to:

Larry D. Cox and Tommi R. Cox
 P.O. Box 1908
 Bandon, OR 97411

The consideration is \$200,000.00

Tax account numbers of property: 10539.16

Address of Grantor: 1025 N. Main St., Fillmore, UT 84631

Address of Grantee: P.O. Box 1908, Bandon, OR 97411

WARRANTY DEED

ROBERT L. KITCHEN and MARLENE KITCHEN, Husband and Wife, Grantors, convey to LARRY D. COX and TOMMI R. COX, Husband and Wife, as tenants by the entirety, Grantees, all that real property situated in Coos County, State of Oregon, described as follows:

Beginning at the witness corner of the Southeast corner of Section 36, Township 28 South, Range 15 West of the Willamette Meridian, Coos County, Oregon, said point also being located 30.00 feet West of the said Southeast section corner and also being located on the Westerly right of way line of U.S. Highway 101, thence North 00° 04' 41" East along said right of way 725.00 feet to the Southeast corner of that property conveyed to Donald Gray in instrument bearing Microfilm Reel No. 87-3-4125, Records of Coos County, Oregon; thence continuing North 00° 04' 41" East along said right of way 393.74 feet to the true point of beginning; thence continuing North 00° 04' 41" East along said right of way 201.44 feet; thence North 89° 55' 19" West 500.00 feet; thence South 00° 04' 41" West 201.44 feet; thence South 89° 55' 19" East 500.00 feet to the point of beginning.

And covenant that Grantors are the owners of the above described property free of all encumbrances, except as follows:

1. Rights of the public in and to that portion lying within streets, roads and highways.
2. Minerals in instrument, including the terms and provisions thereof,

WARRANTY DEED - 1

COOS COUNTY CLERK, OREGON TOTAL \$31.00
 TERRI L. TURI, CCC, COUNTY CLERK

07/01/2004 #2004-9408
 02:14 PM 1 OF 2

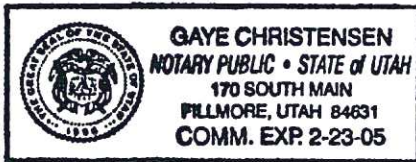
reserved by Laura E.F. Ryons recorded January 15, 1969 as Microfilm Reel No. 69-01-35522, Deed Records of Coos County, Oregon.

- 3. Minor partition, including the terms and provisions thereof, as set forth on map recorded April 27, 1987 as Microfilm Reel No. 87-3-4227, Records of Coos County, Oregon.
- 4. Easement as disclosed in Warranty Deed, including the terms and provisions thereof, from Michael G. Gray, et al, to Frances D. Cavoretto recorded September 7, 1987 as Microfilm Reel No. 87-5-5811, Records of Coos County, Oregon for ingress, egress and utilities.
- 5. Minor partition, including the terms and provisions thereof, as set forth on map recorded August 8, 1983 as Microfilm Reel No. 89-08-0573, Records of Coos County, Oregon.

and will warrant and defend the same against all persons who may lawfully claim the same.

THIS INSTRUMENT WILL 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 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 29 day of June, 2004



Robert L. Kitchen
Robert L. Kitchen

Marlene Kitchen
Marlene Kitchen

UTAH
STATE OF OREGON)
) ss.
County of ~~Coos~~)

Personally appeared the above named ROBERT L. KITCHEN and MARLENE KITCHEN and acknowledged the foregoing instrument to be their voluntary act and deed. Before me this 29 day of June, 2004.

Gaye Christensen
Notary Public for Oregon UTAH

WARRANTY DEED - 2

COOS COUNTY CLERK, OREGON TOTAL \$31.00
TERRI L. TURI, CCC, COUNTY CLERK

07/01/2004 #2004-9408
02:14 PM 2 OF 2

RECORDED BY
FIRST AMERICAN TITLE
582277

WARRANTY DEED

LARRY D. COX and TOMMI R. COX, husband and wife, Grantor, for the true and actual consideration of \$ 8,125.00 does convey unto the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantee, fee title to the property described as Parcel 1 on Exhibit "A" dated 6/22/05, attached hereto and by this reference made a part hereof.**

Grantor also grants to Grantee, its successors and assigns, a permanent easement to construct and maintain slopes, and to relocate, construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefor, upon, over, under, and across the property described as **Parcel 2 on Exhibit "A" dated 6/22/05, attached hereto and by this reference made a part hereof.**

IT IS UNDERSTOOD that the easement herein granted does not convey any right, or interest in the above-described Parcel 2, except for the purposes stated herein, nor prevent Grantor from the use of said property; provided, however, that such use shall not be permitted to interfere with the rights herein granted or endanger the lateral support of the public way, or to interfere in any way with the relocation, construction, and maintenance of said utilities, and their appurtenances, as granted herein above.

IT IS ALSO UNDERSTOOD that this easement shall be subject to the same conditions, terms and restrictions contained in the easements, licenses and/or permits granted to the owner of any facilities being relocated.

IT IS ALSO UNDERSTOOD that Grantor shall not place or erect any buildings or structures upon the easement area without the written consent of Grantee.

RETURN TO AND TAX STATEMENT TO
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
355 CAPITOL STREET NE, ROOM 420
SALEM OR 97301-3871

Map and Tax Lot #: 28-15-36DD-100

Property Address: 2764 Oregon Ave
Bandon OR

IT IS FURTHER UNDERSTOOD that nothing herein contained is intended to create any obligation on the part of Grantee for the maintenance of said utilities.

Grantor also grants to Grantee, its successors and assigns, a permanent easement for the construction, operation, and maintenance of drainage facilities over, under, and across the property described as **Parcel 3 on Exhibit "A" dated 6/22/05**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the easement herein granted does not convey any right or interest in the above-described Parcel 3, except for the purposes herein above stated, nor prevent Grantor from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

Grantor, also grants to Grantee, its successors and assigns, a permanent easement for the construction, installation and maintenance of a highway sign, and appurtenances therefor, upon the property described as **Parcel 4 on Exhibit "A" dated 6/22/05**, attached hereto and by this reference made a part hereof.

This easement does not convey any right or interest in the above-described Parcel 4, except for the purpose stated herein; nor prevent Grantor from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

Grantor also grants unto Grantee, its successors and assigns, a temporary easement to construct, operate and maintain a road approach over and across the property described as **Parcel 5 on Exhibit "A" dated 6/22/05**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the above-mentioned construction project, whichever is sooner.

IT IS UNDERSTOOD that the easement herein granted does not convey any right or interest in the above-described Parcel 5, except as stated herein, nor prevent Grantor from the use of said roadway, provided, however, that such use does not interfere with the rights herein granted.

Grantor covenants to and with Grantee, its successors and assigns, that grantor is the owner of said property which is free from encumbrances, except for easements, conditions, and restrictions of record, and will warrant the same from all lawful claims whatsoever, except as stated herein.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

7/5/2005

Page 2 of 3 - wdmultisignrapp
cew/eb/rm

COOS COUNTY CLERK, OREGON TOTAL \$51.00
TERRI L. TURI, CCC, COUNTY CLERK

09/20/2005 #2005-14371
03:39PM 2 OF 6

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

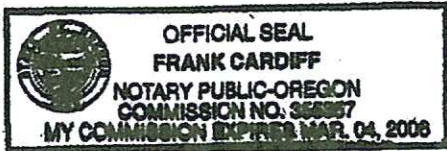
Dated this 4th day of August, 2005.

Larry D. Cox
Larry D. Cox

Tommi R. Cox
Tommi R. Cox

STATE OF OREGON, County of Coos

Dated Aug 4th, 2005. Personally appeared the above named Larry D. Cox and Tommi R. Cox, husband and wife, who acknowledged the foregoing instrument to be their voluntary act. Before me:



Frank Cardiff
Notary Public for Oregon

My Commission expires 3-4-06

Accepted on behalf of the Oregon Department of Transportation

Larry Taylor

Parcel 1 - Fee

A parcel of land lying in SE $\frac{1}{4}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 28 South, Range 15 West, W.M., Coos County, Oregon and being a portion of that property described in that Statutory Warranty Deed to Larry D. Cox, recorded September 6, 1994 as Microfilm Reel Number 94-09-0133, Book of Records of Coos County; the said parcel being that portion of said property included in a strip of land 32.00 feet in width lying on the Westerly side of the center line of relocated Oregon Coast Highway, which center line is described as follows:

Beginning at a point at said relocated Oregon Coast Highway Engineer's center line Station 70+00.00, said station being 415.90 feet North and 20.32 feet East of the Northwest Corner of Section 31, Township 28 South, Range 14 West, W.M.; thence South 02° 47' 52" West 416.40 feet to Engineer's center line Station 74+16.40 Back = 0+00.00 Ahead; thence South 02° 50' 52" West 5224.61 feet; thence South 02° 54' 06" West 975.39 feet to Engineer's center line Station 62+00.00.

Bearings are based on Oregon Coordinate System of 1983(98), south zone.

This parcel of land contains 403 square feet, more or less, outside of the existing right of way.

Parcel 2 – Permanent Easement for Slopes, Water, Gas, Electric and Communication Service Lines, Fixtures and Facilities

A parcel of land lying in SE $\frac{1}{4}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 28 South, Range 15 West, W.M., Coos County, Oregon and being a portion of that property described in that Statutory Warranty Deed to Larry D. Cox, recorded September 6, 1994 as Microfilm Reel Number 94-09-0133, Book of Records of Coos County; the said parcel being that portion of said property included in a strip of land 43.00 feet in width lying on the Westerly side of the center line of relocated Oregon Coast Highway, which center line is described in Parcel 1.

EXCEPT there from Parcel 1.

This parcel of land contains 2216 square feet, more or less.

Parcel 3 – Permanent Easement for Drainage Facilities

A parcel of land lying in SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 28 South, Range 15 West, W.M., Coos County, Oregon and being a portion of that property described in that Statutory Warranty Deed to Larry D. Cox, recorded September 6, 1994 as Microfilm Reel Number 94-09-0133, Book of Records of Coos County; the said parcel being that portion of said property lying between lines at right angles to the center line of relocated Oregon Coast Highway at Engineer's Stations 39+67.00 and 40+00.00 and included in a strip of land 60.00 feet in width, lying on the Westerly side of said center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

This parcel of land contains 924 square feet, more or less.

Parcel 4 – Permanent Easement for Sign

A parcel of land lying in SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 28 South, Range 15 West, W.M., Coos County, Oregon and being a portion of that property described in that Statutory Warranty Deed to Larry D. Cox, recorded September 6, 1994 as Microfilm Reel Number 94-09-0133, Book of Records of Coos County; the said parcel being that portion of said property lying between lines at right angles to the center line of relocated Oregon Coast Highway at Engineer's Stations 39+67.00 and 39+71.00 and included in a strip of land 35.50 feet in width, lying on the Westerly side of said center line, which center line is described in Parcel 1.

EXCEPT there from Parcel 1.

This parcel of land contains 14 square feet, more or less.

Parcel 5 – Temporary Easement for Road Approach (3 Years or Duration of the Project, whichever is sooner)

A parcel of land lying in SE¼SE¼ of Section 36, Township 28 South, Range 15 West, W.M., Coos County, Oregon and being a portion of that property described in that Statutory Warranty Deed to Larry D. Cox, recorded September 6, 1994 as Microfilm Reel Number 94-09-0133, Book of Records of Coos County; the said parcel being that portion of said property lying Southerly of a line at right angles to the center line of relocated Oregon Coast Highway at Engineer's Station 40+70.00 and included in a strip of land 78.00 feet in width, lying on the Westerly side of said center line, which center line is described in Parcel 1.

EXCEPT there from Parcel 1.

This parcel of land contains 1650 square feet, more or less.

-End-