Planning Commission Regular Meeting Agenda Wednesday, March 2, 2022 at 7:00 P.M.

70 N. Pioneer St. Lowell, OR 97452

COVID-19 protocols are required for those attending in person, including mask wearing and social distancing.

Members of the public are encouraged to provide comment or testimony through the following:

- Joining by phone, tablet, or PC. For details, click on the event at <u>www.ci.lowell.or.us</u>.
- In writing, by using the drop box at Lowell City Hall, 107 East Third Street, Lowell, OR 97452.
- By email to: admin@ci.lowell.or.us.

Meeting Agenda

Call to Order/Roll Call

Commissioners: Dragt ____ Kintzley ____ Wallace ____ Galvin ____ Priser____

Approval of Agenda

Approval of Minutes

Minutes from the December 1, 2021 meeting

Old Business

New Business

- 1. Selection of chairperson and vice-chairperson.
- 2. Land Use file # 2021-13 "Lake Town Tentative Subdivision Plat Approval."
 - a. The public hearing is now open at _____ (state time)
 - b. Staff report Henry Hearley, City Planner
 - c. Public comment
 - d. The public hearing is now closed at _____ (state time)
 - e. Planning Commission decision on Land Use file #2021-13

The meeting location is accessible to pesons with disabilities. A request for an interpreter for the hearing impaired of other accommodations for persons with disabilities must be made at least 48 hours before the meeting to City Clerk Sam Dragt at 541-937-2157.

<u>Recommended motion:</u> "I move to recommend that City Council approve the tentative subdivision plat application in Land Use file #2021-13, subject to the findings, conditions of approval, and informational items presented in the February 23, 2022 staff report."

Other Business

<u>Adjourn</u>

City of Lowell, Oregon Minutes of the Planning Commission Meeting December 1, 2021

The meeting was called to order at 7:00 PM by Commissioner Chair Dragt.

Members Present: Lon Dragt, Suzanne Kintzley, Mike Galvin, William Priser. Absent: Mary Wallace, Staff Present: CA Jeremy Caudle, City Planner Henry Hearley LCOG

Approval of the Agenda: Commissioner Kintzley moved to approve the agenda for the meeting, second by Commissioner Galvin. PASS 4:0

Approval of Minutes: Commissioner Kintzley moved to approve the minutes from September 22, 2021, second by Commissioner Galvin. PASS 4:0

New Business:

- 1. Administer oath of office for Commissioner William Priser
- 2. Land Use application #2021-12 "Adoption of text amendments to the Lowell Development Code to incorporate the Oregon State Model Floodplain Code."
 - a) The public hearing opened at 7:05 pm
 - b) Staff report by City Planner Henry Hearley LCOG
 - c) No public comment was offered
 - d) The public hearing closed at 7:16 pm
 - e) Commissioner Galvin made a Motion to recommend that City Council enact an ordinance to adopt the proposed text amendments to Section 9.622 of the Lowell Development Code, as set forth in Land Use File #2021-12. This was Seconded by Commissioner Kintzley. PASS 4:0

Commissioner Dragt requested discussion on the process of publicly including in the meeting packet that is published prior to the meeting, the published recommendation/ findings from the City planner, as it could be causing confusion prior to the committees open review.

Other Business:

CA Caudle distributed Planning Commissioner education/information to the complete Commission and explained that Planning commissioners had a responsibility to submit an official report to the State Ethics Commission. He further reminded the commission of their responsibilities and role regarding the Planning Commission.

Adjourn: 7:42 PM

Approved:

Lon Dragt - Chair

Date: _____

Attest:

Jeremy Caudle, City Recorder

Date:

Staff Report for Planning Commission Assessor's Map 19-01-14-13, Tax Lot 03700 Lake Town Tentative Subdivision Plat Approval LU 2021-13 Date of Report: February 23. 2022

<u>Referrals:</u>	Lane County Transportation Planning, Oregon Department of Transportation, Civil West Engineering, and Lowell Rural Fire Protection District.
Mailed Notice:	February 4, 2022
Staff Report Date:	February 23, 2022
Planning Commission Public Hearing:	n March 2, 2022
City Council Public Hearing:	March 15, 2022
BASIC DATA	
Application Request: Subdivision to create 16 lots	
<u>Agent:</u>	The Favreau Group Anthony Favreau, PE 3750 Norwich Ave Eugene, OR 97408
<u>Property Owner:</u>	Jerry and Julie Valencia 11 North Alder Street Lowell, OR 97452
Location:	Adjacent to Wetleau Drive, south of East 1 st Street.
Assessor's map:	19–01–14-13
<u>Tax lot:</u>	03700
Area:	3.47 acres
Plan Designation:	Low Density Residential
Zoning:	R-1 Single-Family Residential District

1. **Proposal.** The Planning Commission is being asked to review and render a recommendation onto City Council for final action, on a 16-lot subdivision for property located at Assessor's Map 19–01–14-13, Tax Lot 03700. The subject property is owned by Mr. and Mrs. Jerry and Julie Valencia. The applicant's civil engineer for the subdivision is Mr. Anthony Favreau, of The Favreau Group. The subject property is zoned R-1 Single Family Residential. The subject property currently is vacant but cleared of most trees and brush. The subject property is within the surrounding previous phases of the Sunridge and Wetleau subdivisions. The proposed subdivision will take its legal access from Wetleau Drive, which will be improved to current city standards and a new looped road Jazzie Loop. A further discussion of the street improvements planned for Wetleau Drive will be discussed later in this report.

2. Items of Note.

- Lots 9,10,12, 14,15, and 16 contain slopes of 15 percent or greater. Lowell's hillside development standards will apply to these lots. The applicant has submitted a Geotechnical report that was previously completed as part of a larger subdivision development in the immediate vicinity.
- The Department of State Lands (DSL) has reviewed the preliminary subdivision and has determined the subdivision will not require a state permit because based on the site plan, the project avoids impacts to jurisdictional wetland, waterways, or other waters.
- Drainage will largely be handled by existing City infrastructure. The City's current stormwater collection system south of First Street has the ability to handle the anticipated stormwater drainage from the subdivision. The stormwater drainage plans have been reviewed by Public Works and Engineering.
- Wetleau Drive will be improved to 28-feet wide of pavement with a full dedicated width of 60-feet. Sidewalk, curb and gutter will be placed where not presently located.
- The subdivision will create a new street to be called Jazzie Loop. Jazzie Loop will be 28-feet wide within a 50-foot right-of-way with sidewalk, curb and gutter.
- **3. Public comments.** None received to date.
- 4. Approval Criteria. Section 9.204 Application Site Plan. Section 9.223 General Information. Section 9.220 Subdivision or Partition Tentative Plan. Section 9.224 Existing Conditions Information. Section 9.518 and Section 9.228 Decision Criteria. Section 9.230 Subdivision or Partition Plat. Section 9.516 Access. Section 9.517 Streets. Section 9.518 Sidewalks. Section 9.519 Bikeways. Section 9.520 Storm Drainage. Section 9.521 Water. Section 9.522 Sanitary Sewer. Section 9.523 Utilities. Section 9.630 Hillside Development. Section 9.524 Easements. Section 9.805 Improvements Agreement. Section 9.806 Security. Section 9.807 Noncompliance Provisions. Section 9.231 Submission Requirements. Comprehensive Plan Policies: Housing Need Policy (c) 4 & 5; Development Constraints (c) (1) & (2). Notice of

decision will be sent to the applicant, and parties of record.

5. Staff review of applicable criteria for subdivision.

LDC 9.204 Application Site Plan

<u>Recommended FINDING for approval</u>: The applicant has submitted the necessary information as required for an application site plan, and application narrative in order for staff to make findings on the proposal. Criterion met.

LDC 9.220. Subdivision or Partition Tentative Plan

(a) The Planning Commission shall have the authority to review and approve Land Partitions and the City Council, with recommendation from the Planning Commission, shall have the authority to review and approve all Subdivisions, under the provisions of this Code.

(b) In the event that a single land use application requires more than one decision, the highest deciding authority will make all decision requested in the application.

Discussion: The requested land use action is a subdivision. As such, per LDC, the proposal will go through a two-step land use process: a public hearing in front of Planning Commission for a recommendation and a public hearing in front of City Council for a decision and final action.

Recommended FINDING for approval: The City of Lowell has followed the required processes for approval of a subdivision. The proposal will receive a recommendation from Planning Commission which will be forwarded onto City Council for a decision and final action. Criterion met.

LDC 9.223. General Information.

(b) No Tentative Plan shall be approved which bears a name using a word which is the same as, similar to or pronounced the same as a word in the name of any other subdivision in the same county, except for the words "town," "city," "place," "court," "addition," or similar words, unless the land Platted is contiguous to and Platted by the same party that Platted the subdivision bearing that name or unless the party files and records the consent of the party that Platted the subdivision bearing that name. All Plats must continue the lot and block numbers of the Plat of the same last filed.

Recommended FINDING for approval: The proposed name of the subdivision is "Lake Town." "Lake Town" is not the same as, similar to or pronounced the same as any other subdivision in Lane County. Staff find this criterion met.

LDC 9.224 Existing Conditions Information.

(a) The location, widths and names of both opened and unopened streets within or adjacent to the land division, together with easements, other rights-of-ways and other

important locational information such as section line, corners, city boundary lines and monuments.

Recommended FINDING for approval: As seen on the tentative map (**Attachment A**), the utility plan, (**Attachment B**), and the grading plan (**Attachment C**), the applicant has identified the required information in order for staff to make an informed recommendation to Planning Commission.

Wetleau Drive is currently a 50-foot-wide easement, with two-lanes of vehicular travel. Wetleau Drive is proposed to be widened and expanded to a full 60-foot right-of-way. The 60-foot right-of-way will be dedicated to the City on the final plat. The interior lots will be served by a new road "Jazzie Loop," which will contain 50-foot of right-of-way, with sidewalks on both sides, curb and gutter and two 14-foot vehicular travel lanes (28-foot total, the travel lane may be reduced due to on-street parking on both sides of Wetleau). The tentative plat includes the location of existing and proposed easements. Running along the southern boundary of proposed lots 1, 14, 15 and 16 an existing 14-foot easement. Each proposed lot will also have a 7-foot public utility easement (PUE) placed within the foremost 7-feet of each lot, adjacent to the right-of-way.

(b) The location of all existing sewers, septic tanks and drain fields, water lines, storm drains, culverts, ditches, and utilities, together with elevation data, on the site and on adjoining property or streets, if applicable.

Recommended FINDING for approval: The necessary information is contained on the tentative map and the accompanying grading and utility sheets. There is an existing 8" water line on the west and north sides of Wetleau Drive. This water line can serve up to an elevation of 880 which includes all lots depicted in the proposed subdivision.

There is an existing 8" sewage line in Wetleau Drive that the proposed subdivision will connect to. This sewerage line can serve all proposed lots.

LCD 9.225 Proposed Plan Information.

(c) The location, width, and purpose of existing and proposed easements.

Recommended FINDING for approval: The tentative plat includes the location of existing and proposed easements. Running along the southern boundary of proposed lots 1, 14, 15 and 16 is an existing 14-foot easement. Each proposed lot will also have a 7-foot public utility easement (PUE) placed within the foremost 7-feet of each lot, adjacent to the right-of-way. All easements associated with the proposal shall be included on the final plat and recorded and filed in accordance with ORS 92, Lane County, and the Lowell Development Code (LDC). The general requirement for the proper recording of all easements in accordance with ORS 92 and Lane County will be a condition of approval. Criterion met.

(d) The total acreage and the proposed land use for the land division including sites for special purposes or those allocated for public use.

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<u>Recommended FINDING for approval</u>: The total acreage of the subject property is 3.47 acres. The proposed subdivision is adjacent to existing subdivisions within the immediate vicinity. The property is zoned residential and is planned for residential uses.

(e) The location and approximate location dimensions of lots or parcels and the proposed lot or parcel numbers. Where the property division results in any lots or parcels that are larger than 2 and one-half times the minimum lot size, the applicant shall provide a sketch plan showing how the parcels may be re-divided in the future to provide for at least 80% of maximum density within current minimum lot sizes, existing site constraints and requirements of this Code.

Recommended FINDING for approval: As seen on the Tentative Subdivision Plat, all 16 proposed lots are correctly identified and indicate the square footage of each lot. No proposed lot is larger than 2.5 times the minimum lot size nor does the proposed subdivision have large remaining tracts of land leftover after subdivision.

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(g) a general layout of all public utilities and facilities to be installed including provisions for connections and extensions beyond the proposed land division.

<u>Recommended FINDING for approval</u>: A general layout of all public utilities and facilities to be installed has been shown on the utility plan (**Attachment B**).

(h) The proposed method of connection to all drainage channels located outside of the proposed land division and the proposed method of flood control (retention ponds, swales.) and contamination protection (settling basins, separators, etc.)

Recommended FINDING for approval: Drainage will largely be handled by the existing City stormwater drainage infrastructure. The City's existing stormwater system located south of First Street has the ability to accommodate full build-out of the proposed subdivision. The applicant will be responsible for stormwater drainage improvements required to connect to the City's stormwater system. The City Engineer expressed some concern about stormwater drainage on the western side (lots 1-4). These lots naturally drain to the southwest, so would drain off the subdivision. To address this, the applicant may need to provide a more detailed grading plan, as part of the construction level drawing phase of the subdivision. The applicant's civil engineer is aware of the issue and has indicated a trench drain can be installed to connect to the City's existing storm drain system. No retention ponds or swales are proposed nor necessary for the land division.

(i) Identification of all proposed public dedications including streets, pedestrian or bike ways, parks, or open spaces.

Recommended FINDING for approval: The section of Wetleau Drive that abuts the proposed subdivision is presently 50-feet wide and is not officially dedicated right-of-way. As seen on the grading plan, this section of Wetleau Drive is proposed to be widened to a right-of-way width of 60-feet; this will match the right-of-way width of Wetleau Drive located above the subdivision. At

the time of final plat approval, the entire 60-feet of Wetleau Drive will be formally dedicated to the City as right-of-way. Wetleau Drive will be improved to include two 14-foot-wide travel lanes, sidewalk, curb and gutter (on the northern side of Wetleau Drive – the southern portion of Wetleau Drive, abutting proposed lots 14-16 already contain sidewalk, curb and gutter). The newly constructed Jazzie Loop will contain two 14-foot travel lanes, complete with sidewalk, curb and gutter on both sides. Once constructed, inspected and accepted by the City, Jazzie Loop will become dedicated City right-of-way. The subdivision does not propose dedication of pedestrian or bikeways, parks or open space.

(j) Identification of any requirements for future streets and easements required for extension of public infrastructure beyond the development together with restrictions on building within those future streets and easements as well as future setback areas required by this Code.

Recommended FINDING for approval: Following land division and build out of the subdivision, it will no longer be able to further subdivide. The proposed streets are the streets necessary to serve the proposed subdivision. One new street is being constructed to serve the internal lots of the subdivision – Jazzie Loop. The existing portion of Wetleau Drive that abuts the proposed subdivision will be improved to a right-of-way width of 60-feet and officially dedicated to the City once completed.

(k) Identification and layout of all special improvements. Special improvements may include, but are not limited to, signs, lighting, benches, mailboxes, bus stops, greenways, bike or pedestrian paths.

Recommended FINDING for approval: Staff does not identify any special improvements for tentative approval. The applicant has submitted the necessary information, as seen on the tentative map and related Sheets, for staff to determine and recommend compliance with this provision. However, staff note that during the construction review process between the City Engineer and the applicant's engineer, a need for certain special improvements may be deem necessary, such as signs, lighting, and mailboxes. Improvements related to exterior lighting or signs shall conform to Exterior Lighting, Section 9.529 and Signs, Section 9.530.

LDC 9.226 Accompanying Statements. The Tentative Plan shall be accompanied by written statements from the applicant giving essential information regarding the following matters:

(a) Identify the adequacy and source of water supply including:
(1) Certification that water will be available to the lot line of each and every lot depicted on The Tentative Plan for a subdivision, or.
(2) A bond, contract or other assurance by the applicant that a public water supply system will be installed by or on behalf of the applicant to each and every lot depicted on the Tentative Plan.

Discussion: The proposed subdivision is adjacent to an existing residential development. City services are available to each of the proposed lots. A bond, contract or other assurance will be required on behalf of the developer. Bonds on public infrastructure will be further discussed later in

this staff report under Section 9.805, Improvement Agreements.

(b) Identify the proposed method of sewage disposal including:
(1) Certification that a sewage disposal system will be available to the lot line of each and every lot depicted on the Tentative Plan for a subdivision, or.
(2) A bond, contract or other assurance by the applicant that a public water supply system will be installed by or on behalf of the applicant to each and every lot depicted on the Tentative Plan.

Discussion: See staff's discussion above in response to LDC 9.226(a).

(c) Protective covenants, conditions and deed restrictions (CC&R's) to be recorded, if any.

Discussion: Any CC & Rs, will be identified and recorded at the time of final plat filing.

- (d) Identify all proposed public dedications including streets, pedestrian or bike ways, parks or open space areas.
- (e) Identify all public improvements proposed to be installed, the approximate time installation is anticipated and the proposed method of financing. Identify required improvements that are proposed to not be provided and the reason why they are not considered necessary for the proposed land division.

Discussion: The proposed subdivision will require widening of the portion of Wetleau Drive that abuts the subject property, the construction of sidewalk, curb and gutter on the north side of Wetleau Drive and the creation of a new street called Jazzie Loop. The new street will contain sidewalk, curb and gutter on both sides. The necessary water, sewer and storm drain lines are existing in Wetleau Drive and will be extended to serve each lot. The applicant shall be responsible for the construction costs associated with all public improvements necessary for the subdivision. Once the existing section of Wetleau Drive is improved to a full right-of-way of 60-feet, including widened travel lanes, it will be officially dedicated to the City as right-of-way on the final plat.

(f) A statement that the declarations required by ORS 92.075 on the final plat can be achieved by the fee owner, vendor and/or the mortgage or trust deed holder of the property.

Discussion: Prior to issuance of building permits, the property owner shall submit the final plat in accordance with ORS 92.075. A final plat will be prepared with a licensed surveyor in the state of Oregon and in conformance with ORS 92 requirements.

Recommended FINDING for approval (LDC 9.226 (a)-(f)): The applicant has submitted the necessary information, as seen on the tentative map and associated Sheets and in the written narrative, for staff to determine the necessary criteria contained in LDC 9.226 are met, or can be met conditionally, where applicable. Criterion met.

LDC 9.227 Supplemental Information. Any of the following may be required by the City, in writing to the applicant, to supplement the Tentative Plan.

(d) If lot areas are to be graded, a plan showing the nature of cuts and fill and information on the character of the soil.

Discussion: The applicant has submitted a preliminary grading plan for review. The preliminary grading plan has been reviewed by the City Engineer. The preliminary grading plan shows 1-foot contour intervals and areas of the subdivision that contain slopes of 15 percent or greater. The City Engineer commented on the preliminary grading plan that stormwater drainage behind the western lots (1-4) naturally drain to the southwest, so stormwater would drain off the subdivision itself. In general, the City's existing stormwater system has capacity to handle the increased stormwater runoff generated from the subdivision, but attention should be paid to increased runoff along the western boundary. To achieve this, a final, more detailed grading plan will be required. The applicant's civil engineer is aware of the City Engineer's comments and has a plan to address them during the construction level drawing part of the project. The applicant's civil engineer indicated a trench drain can be added and connect into existing storm drain.

Another comment about the preliminary grading plan was about the bottom of the new loop (Jazzie Loop), where it connects to Wetleau Drive. The City will require a relatively flat spot at the bottom where cares will stop (a landing pad). The applicant's civil engineer is aware of this and has a plan to address it. The applicant's civil engineer has profiled the new street and will have a centerline vertical curve (L=20') into a 6 percent grading – a landing pad of 20', at the bottom on the west intersection.

The preliminary grading plan is acceptable for tentative subdivision plat approval, but a final grading plan shall be required of the applicant, prior to the commencement of earth-moving activities. This will be a condition of approval.

<u>Condition of Approval #1:</u> Prior to the commencement of earth-moving activities associated with construction of the subdivision, a final grading plan shall be submitted for review and approval by the City Administrator, or their designee. The grading plan shall conform to the grading standards are listed in Section 9.527 GRADING and Lowell Ordinance 227, Section 2, Excavation and Grading Building Code.

Recommended FINDING for approval: Staff find the preliminary grading plans submitted are acceptable for tentative approval, but a final grading plan will need to be submitted in accordance with the Lowell grading standards as contained in Section 9.527 of the LDC, reviewed and approved, by the City Engineer, prior to any earth-moving activities. Staff find this criterion conditionally met.

(e) Specifications and details of all proposed improvements.

Discussion: The applicant has shown all proposed improvements on the tentative map and the associated Sheets, as prepared by the applicant's civil engineer.

(f) Wetland delineation if identified as an existing condition in Section 9.224(f).

Recommended FINDING for approval: The subject property does not contain any jurisdictional

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wetlands of the state. Staff have sent the application materials to DSL for preliminary review. DSL has responded that no state fill or removal permit is necessary for the subdivision. See **Attachment D** for DSL's response.

LDC 9.228 Decision Criteria. A Partition Tentative Plan may be approved by the Planning Commission and a Subdivision Tentative Plan may be approved by the City Council. Approval shall be based upon compliance with the submittal requirements specified above and the following findings.

(a) That the proposed land division complies with applicable provision of City Codes and Ordinances, including zoning district standards.

Recommended FINDING for approval: The underlying zoning designation of the subject property is R-1. In the R-1 zone, the minimum lot size is 7,000 square feet. As seen on the Tentative Plat, all proposed lots meet the minimum lot size. All proposed lots also meet the minimum lot width and depth standards of the R-1 zone.

As discussed in this staff report and these recommended findings, including staff's recommended conditions of approval, the proposed 16-lot subdivision meets the applicable provisions of City Codes and Ordinances, including the zoning district standards.

(b) Where the property division results in any lots or parcels that are larger than 2 and one-half times the minimum lot size, the applicant shall provide a sketch plan showing how the parcels may be re-divided in the future to provide for at least 80% of maximum density within current minimum lot sizes, existing site constraints and requirements of this Code.

<u>Recommended FINDING for approval</u>: There are no lots involved in the subdivision that are 2.5 times the minimum lot size. Staff find this criterion does not apply.

(c) The applicant has demonstrated that the proposed land division does not preclude development on properties in the vicinity to at least 80% of maximum density possible within current minimum lot sizes, existing site conditions and the requirements of this Code.

Recommended FINDING for approval: The proposed subdivision will not preclude development on properties in the vicinity to at least 80% of maximum density possible within current minimum lot sizes, existing site conditions and the requirements of this Code. The subject property will be completely built-out as part of the proposal. There is no more adjacent land to be subdivided by the developer. The proposed subdivision is infilling a vacant residential piece of property that is surrounded by adjacent existing residential development.

(d) The proposed street plan:

(1) Is in conformance with City standards and with the Master Road Plan or other transportation planning document.

Recommended FINDING for approval: The applicant is proposing to widen Wetleau Drive to two 14-foot travel lanes (a total width of 28-feet), sidewalk, curb and gutter along the north end of Wetleau, and a full dedication of 60-foot of right-of-way. The 60-foot right-of-way dedication will match the existing road width on the portion of Wetleau Drive that is above the subject property. The Lowell Master Road Plan does not indicate any future road projects in the area of the subject property. The proposed subdivision utilizes the existing Wetleau Drive for access and will also include a newly constructed road (Jazzie Loop) to serve internal lots of the subdivision. Following the widening and improvement of the portion of Wetleau Drive that abuts the subject property, the developer will dedicate the full 60-foot-wide right-of-way to the City. Per the applicant's surveyor, the portion of Wetleau Drive abutting the property is currently an easement – not dedicated right-of-way.

(2) Provides for adequate and safe traffic and pedestrian circulation both internally and in relation to the existing City street system.

Recommended FINDING for approval: The proposed street plan will provide for adequate and safe traffic and pedestrian circulation both internally and in relation to the existing City street system. Wetleau Drive will be expanded to 60-foot of right-of-way and Jazzie Loop will contain 50-feet of right-of-way with two 14-foot travel lanes. The Fire Chief has indicated that one proposed fire hydrant is sufficient because there is less than 500' around the circular Jazzie Loop roadway. The proposed fire hydrant will need to meet minimum water flow standards. This will be included as an informational item.

(3) Will not preclude the orderly extension of streets and utilities on undeveloped and underdeveloped portions of the subject property or on surrounding properties.

Recommended FINDING for approval: The proposed subdivision will not preclude the orderly extension of streets and utilities on undeveloped and underdeveloped portions of the subject property or on surrounding properties. The subject property will be fully built-out in one phase. There will be no remaining undeveloped portions of the subject property. The area surrounding the subject property is already fully developed with residential uses. The proposed subdivision is in-filling a development on vacant residential portion of land in Lowell.

(e) Adequate public facilities and services are available to the site, or if public services and facilities are not presently available, the applicant has demonstrated that the services and facilities will be available prior to need, by providing at least one of the following:
(1) Prior written commitment of public funds by the appropriate public agency.
(2) Prior acceptance of public funds by the appropriate public agency of a written commitment by the applicant or other party to provide private services and facilities.
(3) A written commitment by the applicant or other party to provide for offsetting all added public costs or early commitment of public funds made necessary by development, submitted on a form acceptable to the City.

Recommended FINDING for approval: No public funds are requested for the required public facilities required for lots associated with the subdivision. Adequate public city services are available to all lots associated with the proposed subdivision. The applicant, at their own expense, will construct the public facilities in order to provide the city services to all lots seen on the tentative

map. The required public improvements will be bonded and written into an improvement agreement that is signed and executed between the developer and City. Criterion met.

(f) That proposed public utilities can be extended to accommodate future growth beyond the proposed land division.

Recommended FINDING for approval: All utilities required to serve the proposed lots will be installed at the expense of the applicant. Adequate public facilities are proposed to be constructed in order to deliver city services to all lots at the applicant's expense. See the applicant's preliminary utility plan.

(g) Stormwater runoff from the proposed land division will not create significant and unreasonable negative impacts on natural drainage courses either on-site or downstream, including, but not limited to, erosion, scouring, turbidity, or transport of sediment due to increased peak flows and velocity.

Recommended FINDING for approval: Drainage will largely be handled by the existing City stormwater drainage infrastructure. The City's existing stormwater system located south of First Street has the ability to accommodate full build-out of the proposed subdivision. The applicant will be responsible for stormwater drainage improvements required to connect to the City's stormwater system. The City Engineer expressed some concern about stormwater drainage on the western side (lots 1-4). These lots naturally drain to the southwest, so would drain off the subdivision. To address this, the applicant may need to provide a more detailed grading plan, as part of the construction level drawing phase of the subdivision. The applicant's civil engineer is aware of the issue and has indicated a trench drain can be installed to connect to the City's existing storm drain system. No retention ponds or swales are proposed nor necessary for the land division. A final grading plan, with stormwater drainage details, will be required prior to the commencement of construction activities as a condition of approval. Criterion met.

(h) The proposed land division does not pose a significant and unreasonable risk to public health and safety, including but not limited to fire, slope failure, flood hazard, impaired emergency response or other impacts identified in Section 9.204(u).

Recommended FINDING for approval: The proposed subdivision is not expected to pose a significant and unreasonable risk to public health and safety. Proposed lots 9,10,12,14,15, and 16 contain areas of slopes of 15 percent or greater. The City's Hillside Development Standards will apply to development on those lots. The subject property is located outside of the regulated flood plain. The Lowell Rural Fire Protection Fire Chief has commented that the one proposed fire hydrant is sufficient but must be able to meet minimum flows. The need for the fire hydrant to meet minimum flows will be added as an informational item.

LDC 9.518 Sidewalks. Public sidewalk improvements are required for all land divisions and property development in the City of Lowell. Sidewalks may be deferred by the City where future road or utility improvements will occur and on property in the rural fringe of the City where urban construction standards have not yet occurred. The property owner is obligated to provide sidewalk when requested by the City or is obligated to pay their fair

share if sidewalks are installed by the City at a later date. An irrevocable Waiver of Remonstrance shall be recorded with the property to guarantee compliance with this requirement.

<u>Recommended FINDING for approval</u>: As per LDC all land divisions in Lowell require public sidewalk improvements to be installed. As such, the applicant will be required to install public sidewalks, including curb and gutter, in accordance with Section 9.518 and the Lowell Standards Documents for engineering and construction. The southern portion of Wetleau Drive already contains sidewalks. New sidewalks will be put in on the northern portion of Wetleau Drive and on both sides of the new Jazzie Loop.

<u>Condition of Approval #2</u>: Prior to the commencement of construction of sidewalks, the applicant shall submit for review and approval by the City Administrator or their designee detailed construction plans for sidewalks. Sidewalks shall be installed by the applicant as part of subdivision development. Plans are subject to comment and revision.

LDC 9.516 Access.

(a) Every property shall abut a street other than an alley for a minimum width of 16 feet, of which 12 foot must be paved, except where the City has approved an access to multiple lots sharing the same access in which case the total width must be at least 16 feet. No more than two properties may utilize the same access unless more are approved with the tentative plan.

(b) The following access alternatives to Panhandle properties may be approved by the City:

(1) Approval of a single access road easement to serve proposed parcels. The City may require a provision for conversion to a dedicated public road right-of-way at some future date, in which case the easement shall have the same width as a required right-of-way.

(2) Approval of a road right-of-way without providing the road improvements until the lots are developed. This places the burden for road improvements on the City although the City can assess all of the benefiting properties when improvements are provided in the future. As a condition of approval, the City may require an irrevocable Waiver of Remonstrance to be recorded with the property.

(3) Approval of a private road. This approach should only be used for isolated short streets serving a limited number of sites and where future City street alignments will not be needed.

Recommended FINDING for approval: All lots have legal access onto a right of way. Lots 4, 5, and 9 will have a panhandle portion of the lot abutting the right-of-way. Each of lots the panhandle portion exceeds a width of 16-feet. No panhandle is proposed to serve more than one lot. Criterion met.

LDC 9.517 Streets.

(a) Urban public street improvements including curbs, gutters and storm drainage are required for all land divisions and property development in the City of Lowell. Urban street improvements may be deferred by the City if there is not existing sidewalk or storm drain system to which connection can be made, conditional upon the responsible party agreeing to

an irrevocable waiver of remonstrance to a future assessment at the time of construction of a sidewalk which is otherwise required to be constructed.

Recommended FINDING for approval: The applicant will be responsible for all costs and installation of all required urban public street improvements consistent with the standards of the City of Lowell. Wetleau Drive will be widened to a total right-of-way width of 60-feet, and a widened pavement surface to 28-feet with two 14-foot vehicular travel lanes. Streets proposed for the subdivision shall conform to the Lowell Public Works details and are subject to review and approval by the City Engineer. All newly constructed streets and the improved portion of Wetleau Drive shall be inspected before acceptance by the City. Final construction-level plans for street improvements shall be submitted for review and approval by the City Administrator, or their designee, prior to the commencement of construction activities. This will be a condition of approval.

<u>Condition of Approval #3:</u> Prior to the commencement of construction activities, the applicant shall submit for review and approval by the City Administrator or their designee, detailed construction plans for street improvements. Plans are subject to comment and revision.

(b) The location and grade of streets shall be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and to the proposed use of land to be served by the streets. The street system shall assure an adequate traffic circulation system with intersection angles, grades, tangents and curves appropriate for the traffic to be carried considering the terrain. The arrangement of streets shall either:

(1) Provide for the continuation or appropriate extension of existing principal streets in the surrounding area; or

(2) Conform to a plan for the neighborhood approved or adopted by the City to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impractical.

Recommended FINDING for approval: Applicant has shown on the tentative map and on the associated Sheets that urban public street improvements including curbs, gutters and storm drainage can be constructed to City of Lowell standards. Applicant shall submit final street improvement plans to the City Engineer, for review and approval, before street construction commences. Prior to final plat approval and acceptance by the City, the urban public street improvements shall be inspected by the City of Lowell for compliance.

(c) Minimum right-of-way and roadway widths. Right-of-way widths and the paved width of streets and sidewalks shall be as prescribed in the City's most current Standards for Public Improvements. Right-of-way widths may be reduced to that needed only for construction of streets and sidewalks if a minimum of a five-foot utility easement is dedicated on both sides of the right-of-way.

<u>Recommended FINDING for approval</u>: Applicant has shown on the tentative map and on the associated Sheets that urban public street improvements including curbs, gutters and storm drainage can be constructed to City of Lowell standards. A reduction in right-of-way widths is not proposed

nor necessary. Criterion met.

(d) Where conditions, particularly topography or the size and shape of the tract make strict adherence to the standards difficult, narrower developed streets may be approved by elimination of parking on one or both sides of the street and/or elimination of sidewalks on one side of the street.

<u>Recommended FINDING for approval</u>: Narrower streets are not proposed nor are the elimination of sidewalks on one side of the street. Criterion met.

(e) Where topographical conditions necessitate cuts or fills for proper grading of streets, additional rights-of-way or slope easements may be required.

Recommended FINDING for approval: Proposed lots 9,10,12,14,15, and 16 contain areas of slopes of 15 percent or greater. The City's Hillside Development Standards will apply to development on those lots. It is unknow at this time if slope easements will be required. If slope easements are determined to be necessary as more refined construction plans are produced and reviewed, such slope easement shall be recorded on the final plat in accordance with ORS 92. This will be an informational item. Criterion met.

(f) Reserve Strips: A reserve strip is a 1-foot strip of land at the end of a right-of-way extending the full width of the right-of-way used to control access to the street. Reserve strips will not be approved unless necessary for the protection of the public welfare or of substantial property rights. The control of the land comprising such strips shall be placed within the jurisdiction of the City by deed under conditions approved by the City. In addition, a barricade shall be constructed at the end of the street by the land divider which shall not be removed until authorized by the City. The cost shall be included in the street construction costs by the land divider.

<u>Recommended FINDING for approval</u>: Reserve strips are not required nor necessary for the proposed subdivision. Criterion not applicable.

(g) Alignment: As far as is practicable, streets shall be in alignment with existing streets by continuations of the center lines thereof. Staggered street alignment resulting in "T "intersections shall, wherever practical, leave a minimum distance of 260 feet between the center lines of streets having approximately the same direction.

<u>Recommended FINDING for approval</u>: There are no existing streets that stub to the site therefore the street continuation does not apply. Both "T" intersections are on the same side of the street and not an alignment of one street, so this is not a staggered street alignment, so therefore this does not apply.

(h) Future Extensions of Streets: Where necessary to give access to or permit a satisfactory future division of adjoining land, streets shall be extended to the boundary of the subdivisions or partition and the resulting dead-end streets may be approved with a turn-around instead of a cul-de-sac. Reserve strips and street plugs may be required to preserve the objectives of street extensions.

Recommended FINDING for approval: The Lowell Master Road Plan/Map does not show any future extensions of streets in the vicinity of the proposed subdivision. The subdivision will abut the existing Wetleau Drive (which will be improved) and will have a new street constructed off Wetleau Drive that serves the internal lots of the subdivision. There is no additional adjacent land to which needs access preserved. Criterion not applicable. Reserve strips or street plugs are not required or necessary. Criterion not applicable.

(i) Intersection Angles: Streets shall be laid out to intersect at angles as near to right angles as practical except where topography require a lesser angle, but in no case shall the acute angle be less than 60 degrees unless there is a special intersection design.

<u>Recommended FINDING for approval</u>: The easterly intersection is about 89 degrees, and the west centerline intersection is radial to the centerline of Wetleau Dr at 90 degrees. Criterion met.

(j) Existing Streets: Whenever existing streets adjacent to or within a tract are of inadequate width, additional right-of-way shall be provided at the time of approval of the land division or land use approval.

<u>Recommended FINDING for approval</u>: The portion of Wetleau Drive abutting the proposed subdivision is an approximately 50-foot-wide easement – not official dedicated right-of-way. This portion of Wetleau Drive is narrower than other sections of Wetleau Drive and will be widened to a full 60-foot-wide right-of-way, with the pavement being widened to 28-feet, with two 14-foot travel lanes for vehicles. The full 60-foot-wide dedication of this portion of Wetleau Drive will be included on the final plat for dedication and acceptance by the City as formal City right-of-way. Criterion met.

(k) Half Street: Half streets, while generally not acceptable, may be approved where essential to the reasonable development of the subdivision or partition when in conformity with the other requirements of these regulations and when the Planning Commission finds it will be practical to require the dedication of the other half when the adjoining property is divided. Whenever a half street is adjacent to a tract to be divided, the other half of the street shall be provided within such tract. Reserve strips and street plugs may be required to preserve the objectives of half streets.

<u>Recommended FINDING for approval</u>: Half streets are not proposed. This criterion is not applicable.

(1) Cul-de-sacs: A cul-de-sac should have a maximum length of 500 feet but may be longer where unusual circumstances exist. A cul-de-sac shall terminate with a circular or hammerhead turn-around.

<u>Recommended FINDING for approval</u>: Cul-de-sacs are not proposed. This criterion is not applicable.

(m) Street Name Signs: Street name signs shall be installed at all street intersections to City standards.

Discussion: The applicant will be required to install street signs in accordance with LDC. Street name signs shall be included on the final plat. This will be a condition of approval.

<u>Recommended FINDING for approval</u>: The applicant shall submit evidence, prior to final plat approval, street name signs are installed in accordance with LDC. This will be a condition of approval. Criterion met with the following Condition of Approval.

Condition of Approval #4: Prior to final plat approval, applicant shall submit evidence to the City Administrator or his or her designee, that the proposal complies with the street name signs standards as listed in the LDC.

(n) Street Lights: Street lights shall be installed to City standards and shall be served from an underground utility.

Discussion: Street lights will be installed at the expense of the applicant and shall be served from an underground utility, consistent with LDC. This will be a condition of approval

<u>Recommended FINDING for approval</u>: The applicant shall submit evidence, prior to final plat approval, demonstrating the proposed streetlights are in compliance with LDC standards. Criterion met with the following Condition of Approval.

<u>Condition of Approval #5:</u> Street light installation by the applicant is required for the subdivision. Prior to final plat approval, applicant shall submit evidence to the City Administrator of his or her designee, that the proposal complies with streetlights standards as listed in the LDC.

(o) Traffic Signs/Signals: Where a proposed intersection will result in the need for street signals to serve the increased traffic generated by the proposed development, they shall be provided by the developer or land divider and the costs shall be borne by the developer or land divider unless an equitable means of cost distribution is approved by the City.

<u>Recommended FINDING for approval</u>: A street signal is not necessary for the proposed subdivision. Criterion not applicable.

(p) Private Streets: Private streets are permitted within Planned Developments, Manufactured Home Parks, singularly owned developments of sufficient size to warrant interior circulation on private streets or on small developments where integration into the public road system is impractical. Design standards shall be the same as those required for public streets unless approved otherwise by the City. The City shall require verification of legal requirements for the continued maintenance of private streets.

<u>Recommended FINDING for approval</u>: Private streets are not part of the proposal. Criterion not applicable.

(q) Mailboxes: Provisions for mailboxes shall be provided in all residential developments where mail service is provided. Mailbox structures shall be placed as recommended by the Post Office having jurisdiction and shall be noted on the plan.

<u>Recommended FINDING for approval</u>: Mailboxes shall be provided in all residential developments. Mailbox structures shall be placed as recommended by the Post Office having jurisdiction and shall be noted on the plan. This will be an informational item.

(r) Clear Vision Areas: In all districts a clear vision area shall be maintained at the corners of all property located at the intersection of two streets or a street-alley. A clear vision area shall also be maintained at all driveways intersecting a street. See Figure 9.5-2 All properties shall maintain a clear triangular area at street intersections, alley- street intersections and driveway-street intersections for safety vision purposes. The two sides of the triangular area shall be 15 feet in length along the edge of roadway at all street intersections. Where streets intersect at less than 30 degrees, the triangular sides shall be increased to 25 feet in length. The third side of the triangle shall be a line connecting the two exterior sides.

A clear vision area shall contain no plantings, fences, walls, structures, or temporary or permanent obstruction exceeding 3 feet in height, measured from the top of the curb, or, where no curb exists, from the established street center line grade. Trees exceeding this height may be located in this area, provided all branches or foliage are removed to a height of 8 feet above grade.

Recommended FINDING for approval: The proposed subdivision plat layout and street intersections can comply with the Clear Vision Area standards. A clear vision area shall contain no plantings, fences, walls, structures, or temporary or permeance obstruction exceeding 3 feet in height, measured from the top of the curb, or where no curb exists, from the established street center line grade. Trees exceeding this height may be located in this area, provided all branches or foliage are removed to a height of 8 feet above grade. This will be an informational item.

LDC 9.519 Bikeways. Bikeways are required along Arterial and Major Collector streets. Currently the only Bikeway requirements are those required by the County as a part of the County owned Major Collector streets within the City. Future requirements for Bikeways may be addressed at such time that a Transportation System Plan (TTSP) is completed for the City., but until specific Bikeway requirements are adopted, travel lanes of all streets that do not require Bikeways are approved for joint use with bicycles.

Discussion: Wetleau Drive is a not Arterial or Major Collector, as such this criterion does not apply.

LDC 9.520 Storm Drainage. Until completion of a Storm Drainage Master Plan for the City of Lowell, Section IV, of the Standards for Public Improvements and the following shall apply. In the event of a conflict, the following takes precedence.

(a) General Provisions. It is the obligation of the property owner to provide proper drainage and protect all runoff and drainage ways from disruption or contamination. Onsite and off-site drainage improvements may be required. Property owners shall provide

proper drainage and shall not direct drainage across another property except as a part of an approved drainage plan. Paving, roof drains and catch basin outflows may require detention ponds or cells and discharge permits. Maintaining proper drainage is a continuing obligation of the property owner. The City will approve a development request only where adequate provisions for storm and flood water run-off have been made as determined by the City. The storm water drainage system must be separate and independent of any sanitary sewerage system. Inlets should be provided so surface water is not carried across any intersection or allowed to flood any street. Surface water drainage patterns and proposed storm drainage must be shown on every development plan submitted for approval. All proposed drainage systems must be approved by the City as part of the review and approval process.

Recommended FINDING for approval: Drainage will largely be handled by the existing City stormwater drainage infrastructure. The City's existing stormwater system located south of First Street has the ability to accommodate full build-out of the proposed subdivision. The applicant will be responsible for stormwater drainage improvements required to connect to the City's stormwater system. The City Engineer expressed some concern about stormwater drainage on the western side (lots 1-4). These lots naturally drain to the southwest, so would drain off the subdivision. To address this, the applicant may need to provide a more detailed grading plan, as part of the construction level drawing phase of the subdivision. The applicant's civil engineer is aware of the issue and has indicated a trench drain can be installed to connect to the City's existing storm drain system. No retention ponds or swales are proposed nor necessary for the land division. A final grading plan, with stormwater drainage details, will be required prior to the commencement of construction activities as a condition of approval. Criterion met.

<u>Condition of Approval #6:</u> Prior to the commencement of construction activities, the applicant shall submit a final grading plan, with stormwater drainage details, addressing the City Engineer's concerns around stormwater drainage for Lot 1-4. Plan is subject to comment and revision.

(b) Urban level inlets, catch basins, and drainage pipe improvements are required for all land divisions and property development in the City of Lowell. Urban storm drainage systems may be deferred by the City in lieu of a rural system of culverts and open drainageways.

Recommended FINDING for approval: If urban level inlets, catch basins, and drainage pipe improvements are required to adequately handle stormwater drainage, those improvements shall be put in place at the developer's expense. The applicant has shown the site has adequate drainage and will utilize the City's existing stormwater drainage system to tie into. Criterion met.

(c) Natural Drainageways. Open natural drainageways of sufficient width and capacity to provide for flow and maintenance are permitted and encouraged. For the purposes of this Section, an open natural drainageway is defined as a natural path which has the specific function of transmitting natural stream water or storm water run-off from a point of higher elevation to a point of lower elevation. Significant natural drainageways shall be protected as a linear open space feature wherever possible and shall be protected from pollutants and sediments. A 15-foot setback is required from the centerline of any significant drainageway.

<u>Recommended FINDING for approval</u>: No natural drainageways have been identified as being necessary or required. Criterion not applicable.

(d) Easements. Where a land division is traversed by a water course, drainageway, channel or stream, there shall be provided a public storm water easement or drainage right-of-way conforming substantially with the lines of such water course and such further width as the City determines will be adequate for conveyance and maintenance. Improvements to existing drainageways may be required of the property owner. The property owner is also responsible for the continuing maintenance and protection of natural drainageways.

<u>Recommended FINDING for approval</u>: Easements will be required on lots in which water drains onto or across. Any easements shall be shown and recorded on the final plat. This will be an informational item.

(e) Accommodation of Upstream Drainage. A culvert or other drainage facility shall be large enough to accommodate potential run-off from its entire upstream drainage area, whether inside or outside of the development. The City must review and approve the necessary size of the facility, based on sound engineering principles and assuming conditions of maximum potential watershed development permitted by the Comprehensive Plan.

(f) Effect on Downstream Drainage. Where it is anticipated by the City that the additional run-off resulting from the development will overload an existing drainage facility, the City may deny approval of the development unless mitigation measures have been approved.

(g)Drainage Management Practices. Developments within the City must employ drainage management practices approved by the City. The City may limit the amount and rate of surface water run-off into receiving streams or drainage facilities by requiring the use of one or more of the following practices:

(1) Temporary ponding or detention of water to control rapid runoff.

(2) Permanent storage basins.

(3) Minimization of impervious surfaces.

(4) Emphasis on natural drainageways.

(5) Prevention of water flowing from the development in an uncontrolled fashion.

(6) Stabilization of natural drainageways as necessary below drainage and culvert discharge points for a distance sufficient to convey the discharge without channel erosion.

(7) Runoff from impervious surfaces must be collected and transported to a natural drainage facility with sufficient capacity to accept the discharge; and

(8) Other practices and facilities designed to transport storm water and improve water quality.

Recommended FINDING for approval: The applicant's preliminary storm drainage plan has been submitted and reviewed by the City Engineer and adequately addresses storm drainage as part of the tentative map approval process. There may be minor revisions or added details to the grading plan to further detail storm drainage for lots 1-4. These lots naturally drain to the southwest, so would drain off the subdivision.

(h) NPDES Permit Required. A National Pollutant Discharge Elimination System (NPDES) permit must be obtained from the Department of Environmental Quality (DEQ) for construction activities (including clearing, grading, and excavation) that disturb one or more acres of land.

Recommended FINDING for approval: A NPDES Permit will be required before earth-moving work is performed as the subject site is largely going to be disturbed for the construction of public infrastructure and preparation of home sites. This will be a condition of approval, prior to any earth-moving work is performed.

Condition of Approval #7: Prior to the commencement of any site preparation, clearing, grading, or fill, the applicant shall obtain an approved NPDES Permit. Applicant shall submit evidence of an approved NPDES Permit to the City Administrator, or his or her designee, prior to any site preparation, grading, or fill.

LDC 9.521 Water.

(a) All new development must connect to the public water system unless specifically approved otherwise as a part of a development approval for parcels exceeding 5 acres in size after division for which the public water system is located further than 300 feet from any property line. All water line extensions, required fire hydrants, and related appurtenances shall be installed and paid for by the developer unless the City has approved otherwise as a part of the tentative plan decision process.

Discussion: The applicant is proposing city water connection to all lots being proposed. The City has the ability to serve each lot with city water service. All water line extensions required for fire hydrants and related appurtenances will be installed and paid for by the developer.

(b) All public water system improvements shall comply with Section II of the City's Standard for Public Improvements, dated September 1994. The City may modify those requirements upon a recommendation by the City Engineer in the event of special circumstances.

Discussion: The public water system improvements will be installed in accordance with the City's Standard for Public Improvements. All public improvement plans, including improvement for water, will be reviewed by the City Engineer before any construction commences.

(c) Water Line Extensions. Water distribution lines must be extended along the full length

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of the property's frontage along the right-of-way or to a point identified by the City Administrator as necessary to accommodate likely system expansion. Water line extensions may be required through the interior of properties, within dedicated public utility easements, when necessary to provide for service to other properties or to provide system looping for fire flows. All public water system line extensions shall have a minimum 6-inch diameter unless a smaller size is recommended by the City Engineer and approved by the City. The City Engineer may also require a larger size if needed to extend transmission capacity or for fire hydrant flow where looping is not available.

Recommended FINDING for approval: Water distribution lines must be extended along the full length of the property's frontage along the right-of-way. All public water system line extensions shall have a minimum 6-inch diameter unless a smaller size is recommended by the City Engineer and approved by the City. The City Engineer may also require a larger size if needed to extend transmission capacity or for fire hydrant flow where looping is not available.

<u>Condition of Approval #8</u>: Water distribution lines must be extended along the full length of the property's frontage along the right-of-way.

(d) Water Plan Approval. All proposed plans for extension and installation of the public water system must be approved by the City as part of the tentative plan review and approval process.

Recommended FINDING for approval: The applicant's civil engineer has submitted a tentative utility plan for review by the City Engineer. The utility plan has been preliminary reviewed by the City Engineer. No concerns were noted, but a final, more detailed utility plan will be required prior to the commencement of construction activities. It is feasible for the applicant to meet the water requirements of the City. This will be a condition of approval.

<u>Condition of Approval #9</u>: All proposed plans for extension and installation of the public water system must be approved by the City.

(e) Restriction of Development. The Planning Commission or City Council may limit or deny development approvals where a deficiency exists in the water system or portion thereof which will not be corrected as a part of the proposed development improvements.

Recommended FINDING for approval: No restriction of development is necessary by the Planning Commission or City Council. The City's water system has the capacity and ability to serve all proposed lots.

LDC 9.522 Sewer.

(a) All new development must extend and connect to the public sewer system unless specifically approved otherwise as a part of a development approval for parcels exceeding 5 acres in size after division for which the public sewer system is located further than 300 feet from any property line. All sewer line extensions, manholes, required lift stations and related appurtenances shall be installed and paid for by the developer unless the City has approved otherwise as a part of the tentative plan decision process. **Recommended FINDING for approval:** The applicant is proposing city sewer connection to all lots being proposed. The City has the ability to serve each lot with city sewer service. All sewer line extensions, manholes, required lift stations and related appurtenances shall be installed and paid for by the developer

(b) All public sewer system improvements shall comply with Section III of the City's Standards for Public Improvements, dated September 1994. The City may modify those requirements upon a recommendation by the City Engineer in the event of special circumstances.

Recommended FINDING for approval: The public sewer system improvements will be installed in accordance with the City's Standard for Public Improvements. All public improvement plans, including improvement for sewer, will be reviewed by the City Engineer before any construction commences.

(c) Sewer Line Extensions. Sewer collection lines must be extended along the full length of the property's frontage along the right-of-way or to a point identified by the City Administrator as necessary to accommodate likely system expansion.

(d) Sewer Plan Approval. All proposed sewer plans and systems must be approved by the City as part of the tentative plan review and approval process.

(e) restriction of Development. The City may limit or deny development approvals where a deficiency exists in the sewer system or portion thereof which will not be corrected as a part of the development improvements.

Recommended FINDING for approval: Sewer collection lines must be extended along the full length of the property's frontage along the right-of-way. All proposed sewer plans and systems must be approved by the City as part of the tentative plan review and process. This will be a condition of approval.

<u>Condition of Approval #10</u>: Sewer collection lines must be extended along the full length of the property's frontage along the right-of-way. All proposed sewer plans and systems must be approved by the City.

LDC 9.523 Utilities.

(a) It is the policy of the City to place all utilities underground except as otherwise exempted below. Developers shall make all necessary arrangements with serving utility companies for installation of such utilities.

(b) Exceptions. The City may permit overhead utilities as a condition of approval where the Applicant can demonstrate one of the following conditions:

- (1) Underground utility locations are not feasible.
- (2) Temporary installations.
- (3) Major transmission facilities located within rights-of-way or easement

(4) Surface mounted structures, substations or facilities requiring above ground locations by the serving utility.

<u>Recommended FINDING for approval</u>: All utilities must be placed underground. The applicant's civil engineer has submitted a preliminary utility plan for review and approval. The utility plan has been preliminary approved by the City Engineer. The preliminary utility plan is sufficient for tentative subdivision approval. A final and more detailed utility plan will be required before the commencement of construction activities. The City Engineer will review the final utility plan before construction commences.

Condition of Approval #11: Prior to the commencement of construction activities, a final utility plan shall be submitted by the applicant for review by the City Administrator or their designee. Final plat is subject to comment and revision.

LDC 9.524 Easements.

(a) Easements granting limited use of property for any defined purpose may be approved for any lot or parcel.

(b) Access easements may be approved by the City as provided in Section 9.516. The Planning Commission or City Council may require wider access easements if special circumstances exist.

(c) Utility easements shall be provided for sewers, water mains and public or private utilities necessary to provide full service to all developments. Land dividers shall show on the Tentative Plan and on the final Plat all easements and shall provide all dedications, covenants, conditions or restrictions with the Supplemental Data submitted for review. Minimum interior utility easements shall be 10 feet wide centered on lot or parcel lines where feasible. A wider easement may be required if multiple utilities will be utilizing the same easement or if topography dictates otherwise. An exterior utility easement adjacent to the public right-of-way will be required if at least five feet of unimproved public right-ofway is not available.

(d) Water Courses. If a tract is traversed by a water course such as a drainage way, channel or stream, there shall be provided a storm water easement or drainage right-ofway containing the top of bank, vegetative fringe, and such further width as will be adequate for protection and maintenance purposes. Culverts or other drainage facilities shall be sized to accommodate storm and flood run-off from the entire upstream drainage area at full build out and shall be verified and approved by the City.

Recommended FINDING for approval: Easements for any use shall be described and included on the final plat. Easements shall be properly recorded at Lane County Deeds and Records in accordance with ORS 92. Criterion addressed.

LDC 9.630 Hillside Development. The purpose of this Section is to provide standards governing development of hillside land within the City to alleviate harmful and damaging effects of on-site erosion, sedimentation, runoff, access issues and to regulate the effects of

excavation and grading on hillsides.

LDC 9.631 Scope. This Section shall apply to all areas of the City where the slope of the land is 15 percent or greater. In all areas of the City, concurrent with application for a building permit, excavation or fill permit or land division, the applicant shall provide elevation data adequate to determine slope characteristics of the property or portions thereof being developed. If the City determines that the property does have areas of 15 percent slope or greater, then the proposed development shall, in addition to other applicable City ordinances, rules and regulations, also be reviewed for compliance with the requirements of Sections 9.630 through 9.635.

Recommended FINDING for approval: The hillside developments standards of Section 9.632 will apply to lots 9,10,12,14,15, and 16 because these lots contain slopes of 15 percent or greater. Development activities on these lots shall adhere to the hillside development standards of Section 9.632 and the applicant is responsible for submitting the required technical materials for site-specific development on these lots. The City may require a separate land use fee and application and review by the City Engineer for compliance with the hillside development standards. Development on lots 9, 10, 12, 14, 15 and 16 shall comply with the hillside developments standards.

LDC. 9.633 Submission Requirements for Land Divisions. When land division application is submitted in which all or a portion of the development contain slopes which are 15% or greater, the following additional reports and plans shall be submitted:

(a) Surveyor's Report. A scale drawing of the property prepared by a licensed surveyor, showing existing topography at two-foot contour intervals, watercourses both permanent and intermittent, and natural physical features such as rock outcroppings, springs and wetlands. Also show the location and dimensions of any existing buildings or structures on the property where the work is to be performed, the location of existing buildings or structures on land of adjacent owners that are within 100 feet of the property.

Recommended FINDING for approval: The applicant's civil engineer submitted a map showing the one-foot intervals and identified lots containing slopes of 15 percent or greater. The map is sufficient for tentative staff review. If during the construction drawing phase of the project for lots that contain slopes of 15 percent or greater, a finer detailed Surveyor's Report may be required. This will be an informational item.

(b) Soils and Geology Report. This report shall be prepared by a suitably experienced and qualified licensed engineering geologist or geotechnical engineer, and shall include the following for each proposed lot and for public right-of-way areas proposed for development which have slopes greater than 15%:

(1) Data regarding the subsurface condition of the whole site such as the nature, depth and strength of existing soils, depth to bedrock, location of soft soils, hard stratum, potential slip planes, geological weak zones, clay seams or layers, unconsolidated deposits, and previous grading activities. The report shall also address existing water tables, springs, watercourses and drainage patterns, seismic considerations, and any offsite geologic features or conditions that could impact or be impacted by onsite development. Locations of exploratory boreholes shall take into consideration the terrain and geology of the site instead of following a general grid pattern.

(2) Conclusions and recommendations regarding the stability of underlying slopes and of proposed cuts and fills, any remedial or preventative actions that are required, any limitations upon the use of the site, grading procedures, requirements for vegetation preservation and revegetation, special coverings or treatments for areas that cannot be readily revegetated, erosion control methods, drainage systems, setbacks from slopes or other geologic features, foundation and building design, and backfills.

Recommended FINDING for approval: The applicant has submitted a Geotech Report that the City Engineer will use when reviewing site specific construction plans. The subject property contains majority Hazelair Silty Clay Loam (92 percent). Per the Geotech, Hazelair soil is poorly suited for homesite development. Drainage will be needed for buildings and roads built on these soils. If buildings are constructed on the soils, footing designs will need to be reviewed by a qualified engineer to prevent structural damage from shrink-swell soils, and will require drainage around footings and control of surface runoff to ensure longevity of the structures. The Geotech Report is included in this report as Attachment Criterion met.

(c) Engineer's Plans. Detailed plans shall be prepared for all proposed public improvements by a suitably qualified licensed civil engineer. Detailed plans for private development on each parcel may also be provided and if provided, will be accepted as required building permit submittals. These plans shall be based upon the findings of the required soils and geology report, and shall include the following information:

(1) Infrastructure Plan. A scale drawing plan showing the location and approximate grade of all proposed streets, walkways and alleys, and the location of proposed easements, lots, common areas, parks, open space and other land proposed for dedication to the City. Also indicate the locations of utilities such as sewer and water lines.

(2) Grading Plan. A scale drawing grading plan of the property, showing existing and proposed finished grades at two-foot contour intervals, retaining walls or other slope stabilization measures, cuts and fills, and all other proposed changes to the natural grade. Include cross-sectional diagrams of typical cuts and fills, drawn to scale and indicating depth, extent and approximate volume, and indicating whether and to what extent there will be a net increase or loss of soil.

(3) Drainage Plan. Detailed plans and locations of all proposed surface and subsurface drainage devices, catch basins, area drains, dewatering provisions, drainage channels, dams, sediment basins, storage reservoirs, and other protective devices together with a map showing drainage areas, the complete drainage network, including outfall lines and natural drainageways which may be affected by the proposed development, and the estimated run-off of the area(s) served by the drains.

(4) Erosion Control Plan. Descriptions and/or drawings of proposed changes to soils and/or existing vegetation on the site; specific methods proposed to restore disturbed topsoil,

minimize the identified potential erosion problems, and revegetate areas which will be stripped of existing vegetation; and a schedule showing when each stage of the project will be started and completed, including the total area of soil surface which is to be disturbed during each stage and the length of time soils will be left exposed.

(5) Affidavit. The authoring engineer shall include a statement that the plans are consistent with the soils and geology report required by this Section, and with the standards of Section 9.632.

Discussion: Engineer's Plans (1 through 5) will be required following tentative plat approval and shall be submitted for review and approval by the City Administrator or his or her designee, as part of the construction plan drawing process and before issue of building permits. Engineer's Plan submitted by the applicant to the City shall be in conformance with the standards and specifications as cited in LDC 9.633 (c) (1-5).

<u>Recommended FINDING for approval</u>: The proposal is consistent with these criteria with the condition of approval the applicant shall submit Engineer's Plan 1 through 5. for review and approval by the City Administrator or his or her designee, prior to the issuance of building permits.

<u>Condition of Approval #12</u>: Because Hillside Development Standards apply, prior to the commencement of any site preparation, grading, or fill, on lots 9, 10, 12, 14, 15 and 16, the applicant shall submit specific construction plans for review and approval by the City Administrator, or his or her designee. Plans submitted shall be consistent with the Hillside Development Standards listed in LDC 9.632.

(d) One copy of each individual lot survey, geotechnical report and development engineering plans submitted and approved with the tentative plan shall be filed with the City at the time of submission of the final plat and one copy shall be provided to the purchaser of the individual lot.

Recommended FINDING for approval: Consistent with subsection (d) of LDC 9.632, above, upon final plat submittal to the City, the applicant shall include one copy of each individual lot survey, and development engineering plans. One copy shall be provided to the purchasers of lots that contain 15 percent slopes or greater. The City is already in receipt of a copy of the geotechnical report. The proposal is consistent with this criterion with the condition of approval that:

<u>Condition of Approval #13:</u> Prior to final plat approval, the applicant shall submit final copies of each individual lot survey, and development engineering plans for the City's record keeping purposes.

<u>Condition of Approval #14:</u> Prior to the issuance of certificate of occupancy for the proposed residential lots 9, 10, 12, 14, 15 and 16, evidence shall be submitted to the City Administrator that at the time of purchase, each lot owner has been provided copies of the respective individual lot survey, geotechnical report, and development engineering plans. Proof may be in the form of a standard real estate affidavit that states the purchaser of the respective lot(s) has received the required information cited in LDC 9.632(d).

LDC 9.236 Dedication Requirements

(a) All lots or parcels of land shown on the final Plat intended for public use shall be offered for dedication to the City at the time the Plat is filed. Exception: Those lots or parcels, or common linear open spaces which are intended for the exclusive use of the owners, their licensees, visitors, tenants or employees; and also excepted are those parcels of land reserved for public acquisition.

(b) All streets, pedestrian ways, drainage channels, open spaces, easements and other rights- of-way shown on the final Plat intended for public use shall be offered for dedication for public use at the time the final Plat is filed.

(c) All rights of access to and from streets, lots and parcels of land shown on the final Plat intended to be surrendered shall be offered for dedication at the time the final Plat is filed.

(d) The land divider shall provide and designate one-foot reserve strips across the ends of stubbed streets adjoining undivided land or along half streets adjoining undivided land. The reserve strip shall be included in the dedication granting to the City the right to control access over the reserve strip to assure the continuation or completion of the street. This reserve strip shall overlay the dedicated street right-of-way.

Recommended FINDING for approval: The proposal is consistent with these criteria with the condition of approval the applicant shall submit a final plat in consistent with the dedication requirements as indicated in LDC 9.236. Dedication requirements will be required as part of final plat approval, and prior to final plat approval. The portion of Wetleau Drive that abuts the subject property and that will be improved shall be fully dedicated as 60-foot right-of-way to the City.

<u>Condition of Approval #15</u>: Prior to final plat approval, dedication requirements as contained in LDC 9.236 (Dedication Requirements) shall be met by the applicant. The portion of Wetleau Drive that abuts the subject property and that will be improved shall be fully dedicated as 60-foot right-of-way to the City.

LDC 9.805 Improvement Agreement.

Before City final approval of a development, site plan or land division, the developer or land divider shall file with the City an agreement between developer or land divider and the City, specifying the period within which required improvements and repairs shall be completed and providing that, if the work is not completed within the period specified, the City may complete the work and recover the full cost and expense, together with court costs and attorney fees necessary to collect said amounts from the developer or land divider. The agreement shall also provide for reimbursement of the City's cost of inspection in accordance with Section 9.801 (f).

<u>Recommended FINDING for approval</u>: Prior to final plat approval, the applicant and or developer shall enter into an agreement, with the City of Lowell, consistent with the specifications of LDC 9.805, Improvement Agreement. Criterion met as conditioned.

<u>Condition of Approval #16</u>: Prior to final plat approval, the applicant and/or developer shall enter into an Improvement Agreement, with the City of Lowell, consistent with the specification of LDC 9.805.

LDC 9.806 Security.

(a) The developer or land divider shall file with the agreement, to assure full and faithful performance thereof, one of the following:

(1) A surety or performance bond executed by a surety company authorized to transact business in the State of Oregon in a form approved by the City Attorney; or

(2) A personal bond co-signed by at least one additional person together with evidence of financial responsibility and resources of those signing the bond sufficient to provide reasonable assurance of ability to proceed in accordance with the agreement to the satisfaction of the City Council: or

(3) A cash or negotiable security deposit.

(b) Such assurance of full and faithful performance shall be for a sum approved by the City as sufficient to cover the cost of the improvements and repairs, including related engineering and incidental expenses, and to cover the cost of City inspections and other costs.

(c) Prior to acceptance of required public improvements, the developer or land divider shall file one of the above listed assurances with the City, in an amount equal to 20% of actual construction costs, as a warranty towards defects in materials and workmanship identified for a period of no less than one year after City acceptance of the public improvements. The City may agree to a longer warranty period in lieu of the above required assurances.

Discussion: Securities in the form of a surety or performance bond, or a personal bond co-signed by at least one additional person together with evidence of financial responsibility or a cash or negotiable security deposit shall be required of the applicant / developer to ensure public improvements are performing adequately for a period of not less than one year after city acceptance. This will be a condition of approval.

Recommended FINDING for approval: Securities in the form(s) listed above in LDC 9.806 shall be required to assure performance of public improvements installed by the applicant. Prior to final plat approval, the applicant shall provide the City Administrator evidence showing that the requirements as listed in LDC 9.806 are satisfied and an agreement has been reached between the applicant and the City. Criterion met as conditioned.

<u>Condition of Approval #17:</u> Prior to final plat approval, the applicant shall provide the City Administrator evidence showing that the requirements as listed in LDC 9.806 are satisfied and a security agreement has been reached between the applicant and the City.

LDC 9.807 Noncompliance Previsions.

(a) If the developer or land divider fails to carry out provisions of the agreement, the City shall provide written notice to the developer or land divider and the surety specifying the details of noncompliance. Unless the City allows more time for compliance because of circumstances beyond the developer or land divider's control, within 30 days after receiving the notice, the developer or land divider or the surety shall commence compliance and proceed diligently to comply with the agreement.

(b) If the developer or land divider or the surety does not begin compliance within the 30 days or the additional time allowed by the City, or compliance is not completed within the time specified in granting the land division approval, the City may take the following action:

(1) Notify the developer or land divider and the surety of the developer or land divider's failure to perform as required by this Code and the agreement.

(2) Demand payment from the developer or land divider or the developer or land divider's surety for the unfulfilled obligation.

(3) Enter upon the site and carry out the obligation in accordance with the provisions of the approval and agreement.

(4) If the security for the obligation is a performance bond, notify the surety that reimbursement for City expenses for fulfillment of the obligation is due and payable to the City. If the security is a deposit of cash or other assets, appropriate as much of the deposit as is necessary to recoup City expenses.

(5) Void all approvals granted in reliance on the agreement.

(c) If the bond or other required security is not sufficient to compensate the City for expenses incurred to fulfill the obligation, the amount due to the City for the obligation is a lien in favor of the City upon the entire contiguous real property of the owner of the land subject to the obligation.

(d) The lien attaches upon the filing with the City Recorder of notice of the claim for the amount due for the fulfillment of the obligation. The notice shall demand the amount due, allege the insufficiency of the bond or other security to compensate the City fully for the expense of the fulfillment of the obligation, and allege the developer or land divider's failure to fulfill the required obligation.

(e) The lien may be foreclosed in the manner prescribed by law for foreclosing other liens on real property.

(f) The remedies set forth for non-compliance are cumulative. In addition to the remedies set forth above, non-compliance by the developer or his surety with any term of a

performance guarantee shall entitle the City to pursue any civil remedy permitted by law.

Recommended FINDING for Approval: In the event the developer or land divider cannot fulfill its obligation, as provided for in LDC 9.807, the City has the authority the commence the securities provision of LDC 9.806 or enter upon the site and carry out the obligation in accordance with provision of the approval and agreement. In such events, the City will work closely with the City Attorney to initiate proceedings, If necessary. Criterion met as discussed.

LDC 9.231 Submission Requirements. Within 18 months after approval of the Tentative Plan, the land divider shall cause the land division to be surveyed and a Plat prepared and submitted to the City for approval. This time period may be extended for up to one year upon the approval of the Deciding Authority. The Plat shall be in conformance with the approved tentative Plan. All public improvements required by the tentative plan approval must be completed and accepted prior to the City's approval of the Plat, unless the applicant provides security to assure public improvements will be completed. If the land divider fails to submit the Plat for approval within 18 months or as extended, he must reapply for approval and resubmit the Tentative Plan with any revision necessary to comply with changed conditions.

Recommended FINDING for Approval: Within 18 months after approval of the Tentative Plan, the land divider shall cause the land division to be surveyed and a plat prepared and submitted to the City for approval. This time period may be extended for up to one (1) year upon the approval of the Deciding Authority, in the case of a subdivision, the Deciding Authority shall be City Council. All public improvements required by the tentative plan approval must be completed and accepted prior to the City's approval of the final plat. If the land divider fails to submit the final plat for approval within 18 months or as extended, they must reapply for approval and resubmit the tentative plan with any revision necessary to comply with and changed conditions. The tentative plat approval will expire 18 months after final City tentative approval or as extended, by the Deciding Authority. Criterion met as discussed.

5. Consistency with applicable Comprehensive Plan policies.

Housing Need Policy (c) 4. The City shall insure that residential development is supported by the timely and efficient extension of public facilities and services.

Recommended FIDNING for approval: The proposed subdivision will not preclude the orderly extension of streets and utilities on undeveloped and underdeveloped portions of the subject property or on surrounding properties. The subject property will be fully built-out in one phase. The proposed subdivision is supported by the timely and efficient extension of public facilities and services. There will be no remaining undeveloped portions of the subject property. The area surrounding the subject property is already fully developed with residential uses. The proposed subdivision is in-filling a development on vacant residential portion of land in Lowell.

Housing Need Policy (c) 5. The City shall continue to support increased residential development while also encouraging businesses and commercial activities that support residential community needs.

Recommended FINDING for approval: The City is continuing to support residential growth because the addition of a 16-lot single family residential home development has the ability to attract more people that wish to live and work in Lowell, thereby, spurring the chance for increased business and commercial activity. The proposal is consistent with Housing Need Policy (c) 5.

Development Constraints (c) (1) Topography and Slope.

Recommended FINDING for approval: The Lowell Comprehensive Plan lists topography and slope as a development constraint. As such, Lowell adopted specific Hillside Development Standards that developers shall adhere to in the event development occurs on slopes of 15 percent or greater. As contained in this staff report and associated findings and conditions of approval. Hillside Development standards apply and will be enforced by the City. The proposal as conditioned is consistent with addressing the development constraints of topography and slope.

Development Constraints (c) (2) Soils & Geology/Landslide Hazards.

Recommended FINDING for approval: The City has no comprehensive geological study related to the potential for landslide hazards as a result of additional development. As such the City is unable to quantify the extended of landslide hazard development constraints. However, as included in the Hillside Development Standards of the LDC and the reports required for development in areas that quantify as hillside development, the City does require a Soils and Geology Report, which has been completed by the applicant.

6. Planning Commission Options for a Recommendation

Planning Commission can recommend denial of the application onto City Council for failure to meet one or more of the applicable approval criteria

Planning Commission can postpone making a recommendation in order to receive more information from the applicant.

Planning Commission can recommend approval of the application onto City Council for final action.

It is staff's recommendation that the application meets the applicable approval criteria, as discussed, and conditioned in this staff report and that a recommendation of approval being forwarded onto City Council for final action would be appropriate.

Planning Commission is not bound to staff's recommendation. Planning Commission must make their own recommendation on the proposal.

7. Conditions of Approval

Staff have included a running list of all condition approval applicable to this proposal:

<u>Condition of Approval #1:</u> Prior to the commencement of earth-moving activities associated with construction of the subdivision, a final grading plan shall be submitted for review and approval by the City Administrator, or their designee. The grading plan shall conform to the grading standards

are listed in Section 9.527 GRADING and Lowell Ordinance 227, Section 2, Excavation and Grading Building Code.

<u>Condition of Approval #2</u>: Prior to the commencement of construction of sidewalks, the applicant shall submit for review and approval by the City Administrator or their designee detailed construction plans for sidewalks. Sidewalks shall be installed by the applicant as part of subdivision development. Plans are subject to comment and revision.

<u>Condition of Approval #3:</u> Prior to the commencement of construction activities, the applicant shall submit for review and approval by the City Administrator or their designee, detailed construction plans for street improvements. Plans are subject to comment and revision.

Condition of Approval #4: Prior to final plat approval, applicant shall submit evidence to the City Administrator or his or her designee, that the proposal complies with the street name signs standards as listed in the LDC.

Condition of Approval #5: Street light installation by the applicant is required for the subdivision. Prior to final plat approval, applicant shall submit evidence to the City Administrator of his or her designee, that the proposal complies with streetlights standards as listed in the LDC.

Condition of Approval #6: Prior to the commencement of construction activities, the applicant shall submit a final grading plan, with stormwater drainage details, addressing the City Engineer's concerns around stormwater drainage for Lot 1-4. Plan is subject to comment and revision.

<u>Condition of Approval #7:</u> Prior to the commencement of any site preparation, clearing, grading, or fill, the applicant shall obtain an approved NPDES Permit. Applicant shall submit evidence of an approved NPDES Permit to the City Administrator, or his or her designee, prior to any site preparation, grading, or fill.

<u>Condition of Approval #8</u>: Water distribution lines must be extended along the full length of the property's frontage along the right-of-way.

<u>Condition of Approval #9</u>: All proposed plans for extension and installation of the public water system must be approved by the City.

<u>Condition of Approval #10</u>: Sewer collection lines must be extended along the full length of the property's frontage along the right-of-way. All proposed sewer plans and systems must be approved by the City.

<u>Condition of Approval #11</u>: Prior to the commencement of construction activities, a final utility plan shall be submitted by the applicant for review by the City Administrator or their designee. Final plat is subject to comment and revision.

<u>Condition of Approval #12</u>: Because Hillside Development Standards apply, prior to the commencement of any site preparation, grading, or fill, on lots 9, 10, 12, 14, 15 and 16, the applicant shall submit specific construction plans for review and approval by the City Administrator, or his or her designee. Plans submitted shall be consistent with the Hillside Development Standards listed in

LDC 9.632.

Condition of Approval #13: Prior to final plat approval, the applicant shall submit final copies of each individual lot survey, and development engineering plans for the City's record keeping purposes.

<u>Condition of Approval #14:</u> Prior to the issuance of certificate of occupancy for the proposed residential lots 9, 10, 12, 14, 15 and 16, evidence shall be submitted to the City Administrator that at the time of purchase, each lot owner has been provided copies of the respective individual lot survey, geotechnical report, and development engineering plans. Proof may be in the form of a standard real estate affidavit that states the purchaser of the respective lot(s) has received the required information cited in LDC 9.632(d).

<u>Condition of Approval #15</u>: Prior to final plat approval, dedication requirements as contained in LDC 9.236 (Dedication Requirements) shall be met by the applicant. The portion of Wetleau Drive that abuts the subject property and that will be improved shall be fully dedicated as 60-foot right-of-way to the City.

<u>Condition of Approval #16</u>: Prior to final plat approval, the applicant and/or developer shall enter into an Improvement Agreement, with the City of Lowell, consistent with the specification of LDC 9.805.

<u>Condition of Approval #17:</u> Prior to final plat approval, the applicant shall provide the City Administrator evidence showing that the requirements as listed in LDC 9.806 are satisfied and a security agreement has been reached between the applicant and the City.

8. Informational items

Informational #1: Appropriate permits to perform work within City of Lowell rights-of-way will have to be obtained by the property owner/applicant/contractor before any work in public rights-of-way can be undertaken. For questions related to performing work within City rights of way, please contact the Lowell Public Works department at 541-937-2776.

Informational #2: Fire hydrant shall meet minimum water flow standards.

Informational #3: If slope easements are determined to be necessary as more refined construction plans are produced and reviewed, such slope easement shall be recorded on the final plat in accordance with ORS 92. This will be an informational item.

Informational #4: Mailboxes shall be provided in all residential developments. Mailbox structures shall be placed as recommended by the Post Office having jurisdiction and shall be noted on the plan. This will be an informational item.

Informational #5: Easements will be required on lots in which water drains onto or across. Any easements shall be shown and recorded on the final plat. This will be an informational item.

Informational #6: Easements for any use shall be described and included on the final plat.

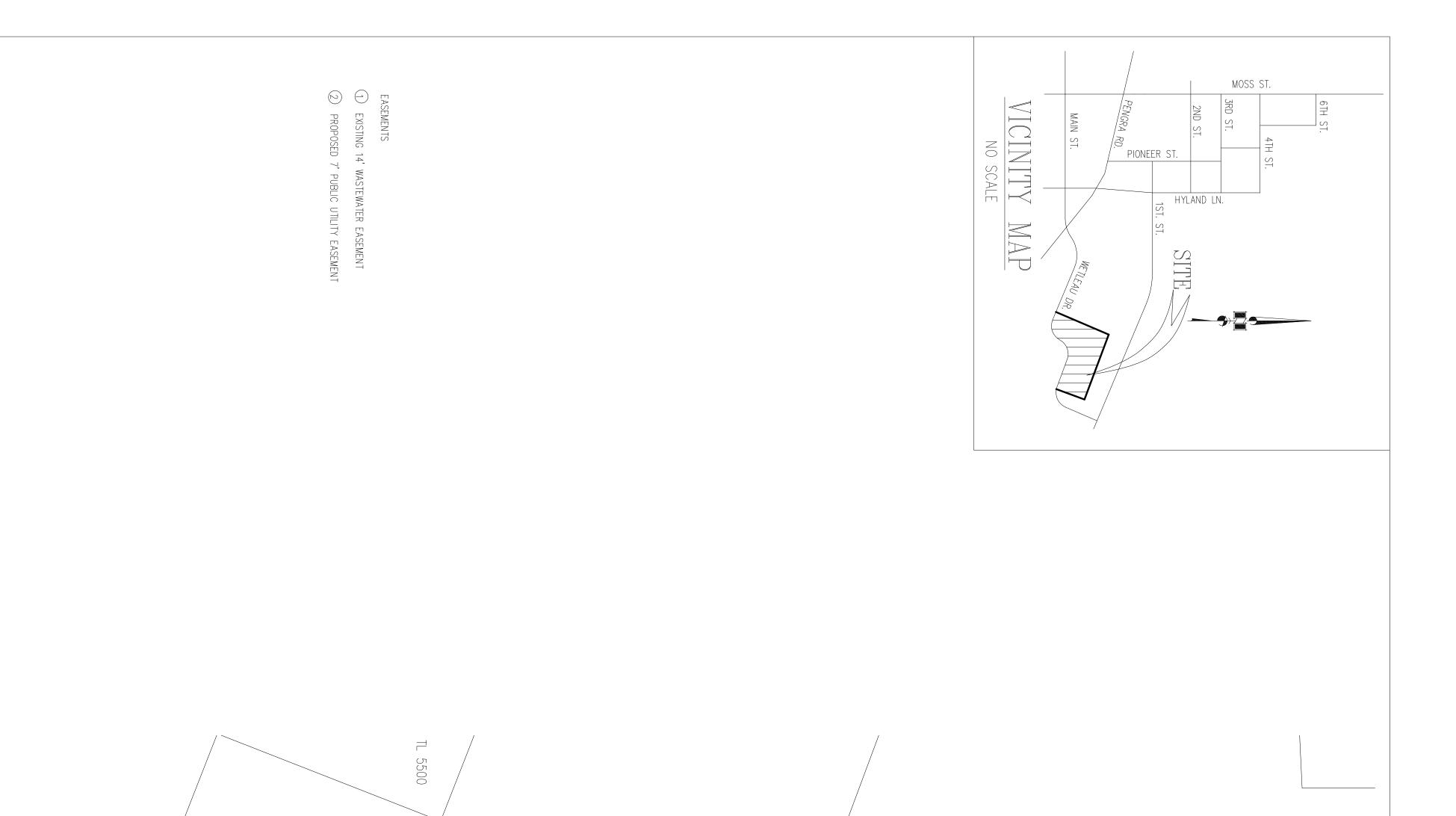
33

Easements shall be properly recorded at Lane County Deeds and Records in accordance with ORS 92.

Informational #7: The applicant's civil engineer submitted a map showing the one-foot intervals and identified lots containing slopes of 15 percent or greater. The map is sufficient for tentative staff review. If during the construction drawing phase of the project for lots that contain slopes of 15 percent or greater, a finer detailed Surveyor's Report may be required.

9. Attachments

Attachment A: Tentative Subdivision Plat Attachment B: Utility Plan Attachment C: Grading Plan Attachment D: Applicant Application Materials Attachment E: Applicant Narrative Materials Attachment F: DSL Response to Wetlands Attachment G: Notice Materials Attachment H: Referral Comments Attachment I: Pre-Application Meeting Summary Attachment J: Geotech Report





ATTACHMENT A

GRAPHIC SCALE (IN FEET) 1 inch = 30 ft.	16 7,001 S.F. 94 16000 16100		25 7,095 S.F. 7,095 S.F. 88,51' 11 3900 11 3900 11 3900	A=64. 4=64. 4=64. 1,014 S.F. 50. 1,014 S.F. 1,014 S.F. 1,014 S.F. 1,014 S.F.	$g_{0,00}^{(1)}$ $g_{0,00}^{(2)}$ $g_{0,00}^{(2)}$ $g_{0,00}^{(2)}$ $g_{0,00}^{(2)}$ $g_{0,00}^{(2)}$ $g_{1,00}^{(2)}$ g_{1	1L 320
EXPIRES DEC	PLANS PREPARED BY: THE FAVREAU GROUP CIVIL ENGINEERING			APPROVED:		TENTATIVE MAP FOR LAKE TOWN ESTATES
0F 3 1, 2023	3750 NORWICH AVE. EUGENE, OR 97408 (541) 683-7048	DATE BY	DESCRIPTION REVISIONS	APP. CHECKED DATE 01-31	DATE TAX MAP 19-01-14-13 TAX LOT 3700	CITY OF LOWELL public works department

LEGEND

•	INV.	SD	WW			12" SD	EX. WW	EX. 8" W	<u> </u>
PROPOSED WATER METER	INVERT	STORM DRAIN	WASTEWATER	PROPOSED WASTEWATER AND SIZE	PROPOSED WATER AND SIZE	PROPOSED STORM DRAIN AND SIZE	EXISTING WASTEWATER AND SIZE	EXISTING WATER AND SIZE	EXISTING STORM DRAIN AND SIZE



(IN FEET) 1 inch = 30 ft.	TL 6000 TL 6000 TL 6000 TL 6100		154 154 154 154 155 100 11 100 11 100 11 100 11 100 11 100 11 100 11 100 11 100 11 100 11 100 1	7,014 S.F.	10	8 7,534 S.F. 9 8,401 S.F. 1L 3600	02 1L 3201 1L 3200 1L 3200 1L 3200 1L 3200	
EXPIRES D	PLANS PREPARED BY: THE FAVREAU GROUP CIVIL ENGINEERING			APPROVED:				
DEC. 31, 1000	3750 NORWICH AVE. EUGENE, OR 97408 (541) 683-7048			- DESIGNED	DRAWN	DATE TAX MAP 19-01-14-13	CITY OF LOWELL	ATES
2023		DATE BY	DESCRIPTION APP. REVISIONS	CHECKED	DATE 01-31-22	TAX LOT 3700	PUBLIC WORKS DEPARTMENT	

SHEET 2 OF

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ATTACHMENT C **GRADING PLAN**

	Land Use Pe	ermit Applica	tion
Site Plan Review Conditional Use	Lot Line Adjustment Variance Vacation	Partition Map Amendment Other, specify	Subdivision Text Amendment
incomplete, the applic	ation will not be considere out this application, please	d complete for further pr	mation or material is missing or rocessing. If you have any City Hall, phone (541) 937-
List all Assessor's Ma	p and Tax Lot numbers o	f the property included	in the request.
Map# 19-01-	14-13-03700	Lot # 1400	112
Map#		Lot #	
Map#		Lot #	
Street Address (if app	licable):		
Area of Request (sou	are feet/acres): 3.	STAC	
			ential
Existing Use of the Pr		and the are	draw ind
	Property Dew S	1 turnin	
Pre-application Confe	erence Held: No	Yes H If	so, Date Aug. 4th 202
Submittal Requireme			
1. Copy of de	ed showing ownership or	purchase contract with	property legal description.
all plans1:	Tentative Plan with, as a r IX17 or smaller; 12 copie or required information)	minimum, all required in is of all plans larger that	nformation. Submit one copy of n 11x17. (See attached
informatio	s Statement: Explain the n that will help the decision g each of the decision crit	on makers evaluate the	
4. Other sub-	mittals required by the Cit	y or provided by the ap	plicant, Please List,
		b	
а			
a		d	
c		4	

Page 1 of 4

By signing, the undersigned certifies that he/she has read and understood the submittal requirements outlined, and that he/she understands that incomplete applications may cause delay in processing the application. I (We), the undersigned, acknowledge that the information supplied in this application is complete and accurate to the best of my (our) knowledge. I (We) also acknowledge that if the total cost to the City to process this application exceeds 125% of the application fee, we will be required to reimburse the City for those additional costs in accordance with Ordinance 228.

PROPERTY OWNER	
Name (print): Jang Julie Valencia	Phone: 541-606-2571
Address: 11 N. Alder	
City/State/Zip: Lowell, 02 97452	
Y / (A)	
APPLICANT, KDifferent	
Name (print):	Phone:
Company/Organization:	
Address:	
City/State/Zip:	
Signature:	
E-mall (if applicable):	
APPLICANTS REPRESENTATIVE, if applicable	
Name (print):	Phone:
Company/Organization:	
Address:	
City/State/Zip:	
E-mail (if applicable):	
For City Use.	aplication Number
Date Submitted: 11/8/2 Received by:	M Fee Receipt # 109421702
Date Application Complete: Reviewed by:	
Date of Hearing: Date of Decision D	Date of Notice of Decision

Page 2 of 4

After recording return to, & send tax statements to: Lookout Point LLC 40160 East First Street Lowell, OR 97452



RPR-DEED Cnt=1 Stn=15 CASHIER 01 \$10.00 \$11.00 \$21.00 \$10.00

WARRANTY DEED

Lane County Clerk

SHADE TREE, INC., an Oregon corporation, as Grantor, conveys and warrants to LOOKOUT POINT LLC, an Oregon limited liability company, Grantee, the real property described on the attached Exhibit A, and situated in the County of Lane, State of Oregon, free of encumbrances except, covenants, conditions, restrictions and easements of record.

The true and actual consideration for this conveyance is \$734,036.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS. IF ANY, UNDER ORS 155.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

DATED this 2nd day of December, 2014.

STATE OF OREGON, County of Lane, ss.

Shade Tree, Inc. by Mia Nelson, President

On December 2, 2014, personally appeared the above named Mia Nelson, and did say that she is the President of Grantor Shade Tree, Inc. and that this instrument was signed on behalf of the corporation and by the authority of its board of directors, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

OFFICIAL SEAL SHAROL LEE TURPIN NOTARY PUBLIC . OREGON COMMISSION NO. 465648 MY COMMISSION EXPIRES FEBRUARY 07, 2018

Le Notary Public for Oregon My Commission Expires: February 7, 2016

3

EXHIBIT A

Lots 41 through 57, inclusive, Sunridge Second Addition, recorded in Lane County, Oregon official records as reception number 2005-057003.

A parcel of land in Lane County, Oregon described as follows: Beginning at the northwest corner of Lot 17, Sunridge First Addition, recorded in Lane County, Oregon official records as reception number 2005-008200; thence South 17°48'00" West 253.00 feet along the west line of said Sunridge First Addition to the southwest corner of Lot 19 thereof; thence, North 73°16'37" West 21.66 feet along the northern right-of-way line of Wetleau Drive to a point marked by a reinforcing rod; thence, South 16°43'23" West 154.73 feet to a reinforcing rod on the northerly line of the former Southern Pacific Railroad Company right of way as surveyed and monumented in that survey filed at the office of the Lane County Surveyor under No. 31330; thence 364.06 feet, more or less, along said northerly line as it follows the arc of a curve to the right having a radius of 5579.56 feet, to the southeast corner of Hern Subdivision, recorded in Lane County, Oregon official records as reception number 2003-082234; thence northerly along the east line of said Hern Subdivision 392.72 feet, more or less, to the northeast corner thereof, thence along the southerly line of those certain parcels surveyed in that survey filed at the Office of the Lane County Surveyor under No. 25662 South 73°16'39" East 341.74 feet, more or less, to a 1/2 inch iron pipe; thence northerly 20.00 feet, more or less, to a reinforcing rod; thence South 73°16'39" East 167.39 feet, more or less, to the point of beginning, and excepting therefrom the area lying within the right-of-way of Wetleau Drive.

Sale Agreement # 20210526

FINAL AGENCY ACKNOWLEDGMENT

	(Name of Buyer's Ager	ntis)*) Oregon Lic # 20	0803176	
of	Quantum Real Estate		me of Real Estate	Firm(s)*
	160 East First Street, Lowell, OR 97452	. Company Lic	# 201205465	
	(541)520-3763 E-mail mia@sunric			
islerc the agent of (check one), X. Buyer exclusi				
	(Name of Seller's Ag	ent(s)*). Oregon Lic #		
of			of Real Estate I	firmįs)"
Seller's Agent's Office Address		Company Lic	#	
Phone#1 Phone#2				
is/are the agent of (check one). Selier exclusive "If Buyer's and/or Selier's Agents and/or Fi disclosed above.				ould b
If both parties are each represented by one or r	more Agent in the same Real Estate Firm, and /	Agents are supervised b	y the same princip	al broke
in that Real Estate Firm Buyer and Seller an	cknowledge said principal broker shall become	e the disclosed limited	agent for both Bu	iver an
Seller as more fully explained in the Disclosed Li	mited Agency Agreements that have been review	wed and signed by Buye	r, Seller and Agenti	3)
Buyer shall sign this acknowledgment at the time of	Feinning the Annegoart here submission to Salla	- Callet entitie and this and	conclusion of the	time 1%
Agreement is first submitted to Seller, evan if th				
Acknowledgment shall not constitute acceptance		HILL DE HILDER DE HELD D	gradate to the first	- Mile Is
W			1 Jalai	
Buyer	Print Jerry Valencia	Date	6/4/2	-
Buyer That	Print Julie Valencia	Date		
Seller An	Print Lookout, Point LLC	Date		-
				-
Seller	Print	Date		
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		Sale Agreement # 20210526
44	FINANCING	
45	2. BALANCE OF PURCHASE PRICE: (Select A or 8)	
47 48	Buyer represents Buyer has liquid and available funds for the earnest money deposit and down price, sufficient to Close the transaction described herein and is not relying upon any contingent so property, 401K disbursements, etc.), except as follows (<i>describe</i>). <u>Balance paid by</u> <u>loans fro</u> secured by first position Trust Deed on Lots 1, 2, 4 and 23, Block 2, Meridian Park Addi	urce of funds (e.g., from loans, gifts, sale or closing of other om Roy Nelson , Mia Nelson and/or Wiley Nelson,
51	A. This is an all cash transaction. Buyer to provide verification ("Verification") of Buyer has attached a copy of the Verification with the submission of this Agreement to within business days (five [5] if not filled in) after this Agreement has be	Seller Buyer will provide Seller with the Verification
55 56 57 58	Setler may notify Buyer, in writing, of Setler's unconditional disapproval of the Verification within Period') following its receipt by Setler, Provided, however, such disapproval must be objective deposits shall be prompily refunded to Buyer and this transaction shall be terminated. If Set disapproval of the Verification by 5:00 p.m. of the fast day of the Disapproval Period, Setl If Buyer fails to submit a Verification within a time frame selected above, unless the p deposits shall be promptly refunded, and this transaction shall be terminated.	ly reasonable. Upon such disapproval, all earnest money ller fails to provide Buyer with written unconditional ler shall be deemed to have approved the Verification.
	B. X Balance of Purchase Price to be financed through one of the following Loan Prog	
62	[X]Other (Describe): See lines 48 & 49 Program") Buyer agrees to seek financing through a lending institution or mong "Lender") participating in the Loan Program selected above.	(hereinafter collectively referred to as
	C. Pre-Approval Letter. [] Buyer has attached a copy of a Pre-Approval Letter from Buyer's Pre-Approval Letter at the time of making this offer, [] Buyer agrees to secure a Pre-Approval Let	
67 68 69 70 71	3.1 FINANCING CONTINGENCIES: If Buyer is financing any portion of the Purchase Proce, contingencies: (1) Buyer and the Property to qualify for the toan from Lender; (2) Let Price, and, (3) Other (Describe): No financing contingencies other than provision of persent except as otherwise provided herein, all Financing Contingencies are solely for Buyer's bene except as otherwise provided herein.	nder's appraisat shall not be less than the Purchase sonal loans described in lines 48-29 and 126-128.
72 73 74 75 76 77 78 79	3.2 FAILURE OF FINANCING CONTINGENCIES: If Buyer reaches actual notification fm above have failed or otherwise cannot occur, Buyer shall promptly notify Sater, and the parti in) following the date of Buyer's notification to Sailer to either (a) Terminate this transaction or such other similar form as may be provided by Eacow, or (b) Reach a written mutual ag transaction to continue. Neither: Seller nor Buyer is required under the preceding provision within the time period identified in this Section 3.2 (Failure of Financing Contingencies), the earnest money shall be promptly refunded to Buyer Buyer understands upon termination of Property back on the market for sale upon any price and terms as Seller determines, in Selle	om Lender that any Financing Contingencies identified es shall have
80 81 82	3.3 BUYER REPRESENTATION REGARDING FINANCING: Buyer makes the following application, as hereinafter defined, shall be submitted to the Lender who provided the Pre- Seller, or will be, pursuant to Section 2C (Pre-Approval Letter), above	
83 84 85 86	(2) Buyer shall submit to Buyer's Londer a completed loan application for purchase of the Pro- filled in) following the date Buyer and Seller have signed and accepted this Agreement. A Information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security numbers of the Property; and (vi) the loan amount sought.	"completed toan application" shall include the following
87 88 89	(3) Buyer agrees if Buyer intends to proceed with the loan transaction, Buyer will so notify Lender exceed ten [10]) in such form as required by said Lender, following Buyer's receipt of Lender's Seller of the date of Buyer's signed notice of intent to proceed with the loan.	
90 91	(4) Buyer will thereafter complete all paperwork requested by the Lender in a timely man application appraisal and processing fees, where applicable) to obtain the loan.	ner, and exercise best efforts (including payment of all
	Buyer Initials Date [0]2]21	Seller Initials AIN / Date 6/2/2
	This form has been licelised for use solely by Mia Nelson pursuant to a Forms Licent LINES WITH THIS SYMBOL — REOURE A SIGNATURE OF BUYER AND/OR SELLER A Copyright Oregon Real Estate Forms, LLC 2021 <u>www.orefonline.com</u> No portion may be reproduced without express permassion of Oregon Real Estate Forms, LL VACANT LAND REAL ESTATE SALE AGREEMEN	se Agreement with Oregon Real Estate Forms, LLC. ND DATE C OREF 008



92 (5) Buyer understands and agrees Buyer may not replace the Lender or Loan Program already selected, without Seller's written consent, which may be withheld in Seller's acte discretion.
(6) Entering sub-theorem and the program already selected without Seller's written consent. which may (6) Entering sub-theorem and the program already selected without Seller's written consent.

94 (6) Following submission of the loan application. Buyer agrees to keep Seller promptly informed of all material non-confidential developments 95 regarding Buyer's financing and the time of Closing.

(7) Buyer shall request the ordering of the Lender's appraisal no later than expiration of the inspection Period at Section 10 of this Agreement. (or
 Section 1 of the OREF 058 Professional Inspection Addendum # used).

98 (6) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application 99 status,

100 4.1 INSURANCE: Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the Property. Additionally, lenders may require proof of property/casualty/fire insurance as a condition of the loan

4.2 FLOOD INSURANCE; ELEVATION CERTIFICATE: If the Property is located in a designated flood zone, flood insurance may be required 102 as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation 103 Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between 104 105 a home or building, and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain 106 floods. The amount of flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC. depending upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by 107 108 the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. If the 109 Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, lenders may require an EC as 110 a condition of loan approval. For more information, go to the following website: www.fema.gov

111 5. SELLER-CARRIED FINANCING (E.G., LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN,

112 ETC.): Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement 113 (hereinafter a "Seller Carried Transaction"). Oregon law requires, unless exempted individuals offering or negotiating the terms must hold a

114 mortgage loan originator ("MLO") license Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal

advice is strongly recommended. If this is a Seller-Carried Transaction, Buyer and Seller are advised to review the OREF 032 Seller-Carried Transactions Buyer and Seller Advisory Buyer and Seller agree as follows (select only one).

117 (a) Use the OREF 033 Selier-Carried Transaction Addendum and related forms; or

118 (b) Secure separate legal counsel to negotiate and draft the necessary documents or employ an MLO.

6. ADDITIONAL FINANCING PROVISIONS (e.g. Closing Costs): Terms of icen described in lines 46-48 to be as follows: 7% Interest-only,

127 paid monthly, 5-year balloon, no pre-payment penalty. Buyer pays escrow setup and collection fees.

129

CONTINGENCIES

130 7. TITLE INSURANCE: When this Agreement is signed and accepted by Buyer and Seller. Seller will at Seller's sole expense promptly order from 131 the title insurance company selected at Section 16 (Escrow) below, a preliminary title report and copies of all documents of record ("the Report and 132 Documents of Record" for the Property, and furnish them to Buyer at Buyer's contact location as defined at Section 23.3 (Definitions/Instructions), below Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of the Report and Documents of Record (II, 133 134 upon receipt, the Report and Documents of Record are not fully understood, Buyer should contact the title insurance company for 135 further information or seek competent legal advice). The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.) Upon receipt of the Report and Documents of Record Buyer shall have 136 business days (five [5] if not filled in) within which to notify Seller. in writing, of any matters disclosed in the Report and Documents of Record which is/are unacceptable ("the Objections"). Buyer's failure to 137 limely object in writing shall constitute acceptance of the Report and/or Documents of Record However. Buyer's failure to timely object shall not 138

Buyer Initials NY Date 10/2/2

Seller Initials (11 N) Date 4

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139 relieve Seller of the duty to convey marketable little to the Property pursuant to Section 21 (Deed), below, If, within _____ business days (five (5) if not 140 filled in) following Seller's receipt of the Objections. Seller fails to remove or correct the matters identified therein, or fails to give written assurances 141 reasonably satisfactory to Buyer of removal or correction prior to Closing, all earnest money shall be promptly refunded to Buyer, and this 142 transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Within thirty (30) days after Closing, the title insurance company shall furnish to Buyer, an owner's standard form policy of the insurance insuring marketable title in the 143 144 Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed 145 as part of this transaction. (Note: This Section 7 (Title Insurance) provides Seller will pay for Buyer's standard owner's policy of title 146 insurance. In some areas of the country, such a payment might be regarded as a "seller concession." Under the TILA/RESPA Integrated 1.87 Disclosure Rules ["The Rules"], there are limitations, regulations and disclosure requirements on "selfar concessions", unless the 148 product or service paid for by the Seller was one customarily paid by sellers in residential seles transactions. In Oregon, sellers 149 customerily and routinely pay for their buyer's standard owner's policy of title insurance. Accordingly, unless the terms of this Section 7 (Title Insurance) are modified in writing by Buyer and Seller, the parties acknowledge, agree and so instruct Escrow, in this transaction, 150 151 Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under the Rules or any other federal 152 Lew.) 153 8. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS: The following list identifies some, but not all, environmental conditions found in and 154 around all real property that may affect health, asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants 155 in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about 156 these conditions or others. Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for 157 information and guidance. Neither the Buyer's nor Seller's Agents are experts in environmental health hazards or conditions. Buyer understands II is 158 advisable to have a complete inspection of the Property by qualified licensed professional(s), relating to such matters as soil condition/compaction/stability, environmental issues, survey, zoning, availability of utilities, and suitability for Buyer's intended purpose. Neither the Buyer's nor 159 160 Seller's Agents are qualified to conduct such inspections and shall not be responsible to do so. For further details, Buyer is encouraged to review the Buyer Advisory at www.oregonrealtors.org and the Oregon Public Health Division at www.oregon.gov. 161 162 Check only one box below: LICENSED PROFESSIONAL INSPECTIONS: At Buyer's expense. Buyer may have the Property and all elements and systems thereof inspected 163 by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired 164 165 invasive inspections that may include testing or removal of any portion of the Property including, for example, radon and mold

Buyer shall have the right to enter the Property and to conduct an investigation and a feasibility study of the suitability of the Property for Buyer's Intended use Including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, or other land use feasibility of the suitability of utilities

169 Identify Invasive Inspections:

170 Buyer understands Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's 171 behalf. Buyer shall have ______business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement 172 (hereinafter "the Inspection Penod"), in which to complete all inspections and negotiations with Setler regarding any matters disclosed in any 173 inspection report. Buyer shall not provide all or any portion of the inspection reports to Seller unless requested by Seller. However, at any time 174 during this transaction, or promptly following termination, upon request by Seller, Buyer shall promptly provide a copy of such reports or portions of reports, as requested. During the Inspection Period, Setler shall not be required to modify any terms of this Agreement already reached with Buyer. 175 176 Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, at any time during the Inspection Period, 177 Buyer may notify Selier, in writing, of Buyer's unconditional disapproval of the Property based on any inspection report(s), in which case, all earnest 178 money deposits shall be promptly refunded, and this transaction shall be terminated. If Buyer fails to provide Seller with written unconditional 179 disapproval of any inspection report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer shall be deemed to have accepted the 180 condition of the Property. Note if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding 161 Buyer's requested repairs, the Inspection Period shall automatically terminate unless the parties agree otherwise in writing. ALTERNATIVE INSPECTION PROCEDURES: OREF-058 PROFESSIONAL INSPECTION ADDENDUM 182 183 OTHER INSPECTION ADDENDUM 184 BUYER'S WAIVER OF INSPECTION CONTINGENCY: Buyer represents to Seller and all Agents and Firms Buyer is fully satisfied with the condition

185 of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a

186 confingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.

 187
 9.1 PRIVATE WELL: Does the Property include a well that supplies or is intended to supply domestic water for household use? Yes No.

 188
 If the Property contains a private well, the OREF 082 Private Well Addendum will be attached to this Sale Agreement

Buyer Initials Date 6 2/21	Setter Initials JUV 1 Date 4/2/21
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189 9.2 SEPTIC/ONSITE SEWAGE SYSTEM: Does the Property include a septic/onsite sewage system? Uses No. If the Property contains a septic/onsite sewage system, the OREF 081 Septic/Onsite Sewage System Addendum will be attached to this Sale Agreement 190

10.1 SELLER PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge, subject to certain exclusions. Oregon's Seller Property Disclosure Law 191

192 (ORS 105.462 - 105.490) applies only to real property transactions improved with 1-to-4 family dwellings and does not apply to transactions involving vacant 193 land

10.2 SELLER VACANT LAND DISCLOSURES: Although not required by law, unless waived by Buyer in writing, Seller shall complete the OREF 019 194

195 Vacant Land Disclosure Addendum (the "Disclosure Addendum") for delivery to all prospective buyers making offers to purchase the Property The

Disclosure Addendum addresses the current condition of the Property, and asks Selier to provide pertinent documents and information. Selier's answers 106 197 are based solely upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or tests.

198 Notwithstanding receipt and review of Seller's completed Disclosure Addendum, Euver is cautioned to exercise their own due diligence by using experts and specialists of Buyer's choice. Neither Selier's nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the Disclosure 199

200 Addendum, Buyer shall have a right to revoke their offer if timely given in writing to Seller within the defined Revocation Period, which shall

201 commence on the first business day following its date of delivery to Buyer. Unless waived below, until the Disclosure Addendum is delivered to 202 Buyer with all relevant documents and information, the Revocation Period does not commence. This means that a Buyer can revoke the

transaction at any time until said delivery and the Revocation Period has expired, or the time of closing, whichever first occurs 203

204 Buyer(s) to check one box below:

211

205 Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement is 206 signed and accepted by the parties. Buyer does not waive the right of revocation provided therein

207 Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement is 208 signed and accepted by the parties. Buyer expressly waives the right of revocation provided therain

X Buyer expressly waives the right to receive the Vacant Land Disclosure Addendum and all rights arising therefrom 209

SELLER REPRESENTATIONS

11. SELLER REPRESENTATIONS: Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the following representations to Buyer:

(1) The Property is served by and/or connected to (check all that apply): 🗓 a public sewer system; 📋 an onsite sewage system; 🗓 a public 214 watersystem; a private well and/or shared well; other (e.g., surface springs, cistern, etc.) described: 215

216 none of the preceding.

217 (2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.

(3) Seller has no notice of any liens or assessments to be lavied against the Property. 218

219 (4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or

planned, which could detrimentally affect the use, development, or value of the Property. 220

221 (5) Seller knows of no material defects in or about the Property.

222 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.

223 (7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-

224 resource uses (e.g., cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (e.g., for harvesting, fishing, 225

hunting, livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation, 226

etc.; (d) supplier agreements, production processing commitments or other similar contracts.

227 (8) Well(s), water source(s), and/or water district resources have been adequate under Selier's current usage of the Property.

228 (9) Water rights (e.g., irrigation, agricultural), for not less than (Seller to complete) acres, have been utilized and applied for 229 beneficial use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to

230 certain conditions. Buyer should verify compliance with appropriate agency.

(10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping, 231

structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property 232

(11) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any previously disclosed material information relating to the Property substantially misleading or incorrect. 234

Buyer Initials Date (a

Date 12 Seller Initials

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235	These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to iteme (1) through (11)
236	are: (For more exceptions see Addendum
237	Euver acknowledges the above representations are not warranties regarding the condition of the Propenty and are not a substitute for, nor in lieu
238	of. Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where
239	appropriate, reparding all material matters bearing on the condition of the Property. Its value and its suitability for Buyer's Intended use. Neither
240	the Buyer's nor Seller's Agents shall be responsible for conducting any inspection or investigation of any aspects of the Property.
241	12.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS: Subject to certain exceptions. Escrow is required to withhold a portion
242	of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by
243	executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of
244	Oregon law
245	12.2 FIRPTA TAX WITHHOLDING REQUIREMENT: Soller and Buyer are advised during Closing, a Federal law, known as the Foreign Investment
246	In Real Property Tax Act of 1980 ("FIRPTA"), requires a buyer to withhold a portion of a seller's proceeds (up to 15% of the Purchase Price) if the
247	real property is located within the United States and the selfer is a "toreion person" who does not qualify for an exemption A "toreion person"
48	includes a nonresident allen individual, foreign corporation that has not made an election under the section 897(i) of the internal Revenue Code to be
249	treated as a domestic corporation, foreign partnership, foreign trust, or a foreign estate, but it does not include a resident alien individual.
250	If FIRPTA applies (i.e. Seller is a foreign person), even if there is an exemption. Buyer and Seller must so inform Escrew to determine the extent to
251	which Escrew can assist the parties in compliance with FIRPTA (see OREF 092 - FIRPTA Advisory) Seller's failure or refusal to comply with
252	FIRPTA requirements constitutes a material default under this Agreement.
253	If FIRPTA does not apply (i.e. Seller is not a foreign person), then Seller shall complete, sign, and deliver to Escrew a form of certification of non-
264	foreign status provided by escrow that complies with the requirements of 26 CFR § 1 1445-2 (the "Certificate") prior to Clasing. If Setter fails or
255	refuses to complete, sign, and deliver the Certificate to Escrow prior to Closing, Seller understands and agrees Seller will be presumed to be a
256	loreign person in which case the terms of the above paragraph applies. Escrow is hereby instructed to act as a "Qualified Substitute" and provide
257	Buyer with a qualified substitute statement that complies with the requirements of 26 USC § 1445(b)(9) in lieu of the Certificate at Closing sp Seller's
158	personal information is not disclosed to Buyer.
259	If Escrow is unable or unwilling to assist with the FIRPTA-related portion of the Closing (including, without limitation, providing the form Certificate or
260	acting as a Qualified Substitute), Buyer or Seller (as applicable) has the right, but not the obligation, to move Escrow to another Oregon licensed
261	escrow agent who is willing to assist with the FIRPTA-related portion of the Closing, in which case the parties' shall share equally in the cost of any
282	cancellation fees (If applicable) If, due to moving Escrow, this transaction cannot be closed by the Closing Date, the parties agree that the Closing
263	Date will be extended for a reasonable period of time not to exceed five (5) business days to accommodate moving the transaction to the new
264	escrow agent.
285	Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes of the
266	Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA
267	related the law and regulations. For further information, Seller and Buyer should go to, <u>www.its.gov</u> .
268	12.3 AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT OF 1978 ADVISORY: The Agricultural Foreign Investment Disclosure Act of 1978
269	requires that a foreign person who acquires, disposes of, or holds an interest in United States apprutival land shall disclose such transactions and holding
270	to the Secretary of Agriculture in the manner prescribed in said regulations. Clients who are foreign persons should consult with their efformer regarding this
271	requirement
272	13. "AS-IS": Except for Seller's express written agreements and written representations contained herein, and Seller's Property Disclosure, If
273	13. AGNS - Exception aerior sexpress wheel agreements and written representations contained nerein, and serier s property disclosure, in any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent.
274	MISCELLANEOUS ITEMS
275	14. HOMEOWNERS ASSOCIATION/TOWNHOME/PLANNED COMMUNITY ADDENDUM: Is the property a townhome, in a planned community, or
276	have a Homeowner's Association? Ves 🕅 No 🗍 Unknown
277	15. ADDITIONAL PROVISIONS:
279	
280	
281	For additional provisions, see Addendum
	N and utility in the second se
	Buyer Initials Date 024

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	e	Sals Agreement # 20210526
282	CLOSING/ESCROW	
283 284 285 286 287 288 289 290	16. ESCROW: This transaction shall be Closed at <u>Cascade Escrow - Nadig</u> located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Se provided herein, the parties agree as follows: Seller authorizes Listing Firm to order a preliminary ti urther authorizes. Escrow to pay out of the cash proceeds of sale the expense of furnishing such pot ensumbrances on the Property payable by Seller on or before Closing. Buyer shall deposit with Es fees. Buyer's Closing costs, and kender's fees, if any Real estate fees, commissions or other comp Buyer's or Seller's Agents' Firms shall be paid at Closing in accordance with the listing agreement compensation.	lier, unless otherwise provided herein. Unless otherwise tereport and owner's tille policy at Selier's expense and icy. Selier's recording fees, Selier's Closing costs and any scrow sufficient funds necessary to pay Buyer's recording ensation for professional real estate services provided by
291 292	17. PRORATIONS: Prorates for rents, current year's taxes, interest on assumed obligation Property shall be as of <i>(check one)</i> (1) the Closing Date: C date Buyer is entitled to possession	
293 294	18.1 EARNEST MONEY DEPOSIT(S) AND GUYER INSTRUCTIONS: When this Sale Agreement instructions shall apply to the handling of Buyer's earnest money deposit in the sum of \$ 30,000	
295 296 297 298	18.2 The Deposit shall be payable by wire transfer or check and deposited within (three [3] if follows (check all that apply)	
299 300	Directly into Buyer's Agent's Firm's client trust account and thereafter deposit As follows:	with Escrow/Title Company prior to Closing.
301 302 303	Caution: The Deposit, payable by whatever method selected by Buyer above, shall be placed with later than 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a bre (Earnast Money Refund to Buyer and Earnast Money Payment to Seller), below	
304 305 305	If an additional Deposit ("Additional Deposit") is to be paid, it shall be handled in accordance	as with the above-selected instructions, or (Describe);
307 308	Cince the Deposit and Additional Deposit, if any, is/are placed with Escrow. Seller's and Buyer to Buyer or Seller regarding said funds	's Agents and Firms shall have no further responsibility
309 310 311 312 313 314	not there is a dispute between Buyer and Seller), you are to hold all earnest money deposits	en advice that the offer is "rejected" by Seller, you are if by Buyer and Seller establish an escrow account and insaction cannot be Closed for any reason (whether or
315 316 317 318 319	fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance condition which Buyer has made an express contingency in this Agreement (and has not been all earnest money deposits shall be promptly refunded to Buyer. However, acceptance by Bu	with the material terms of this Agreement; or (4) any otherwise waived) fails through no fault of Buyer, then
320 321 322 323 324 325 326 327	misrepresented Buyer's financial status: or (2) Buyer's bank does not pay, when presented, an an wire transfer for Buyer's earnest money, or (3) Buyer fails to complete this transaction in then Seller, al Seller's option, may terminate this Agreement and all earnest money paid or damages. The parties expressly agree Seller's economic and non-economic damages and accordance with the terms of this Agreement would be difficult or impossible to ascertain with an herein shall represent a binding liquiosted sum, and it is a fair, reasonable and appropriate pre-	y check given as earnest money or fails to timely make accordance with the material terms of this Agreement, agreed to be paid shall be paid to Seller as liquidated sing from Buyer's failure to close this transaction in y certainty and said earnest money deposit(s) Identified -estimate of Seller's damages, and is not a penalty it is
	Buyer Initials Date 22	
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Sale Agreement # 20210526

	2.17
328 329 330	material terms of this Agreement shall be limited to the amount of earnest money paid or agreed to be paid herein. Seller's right to recover from Buyer any unpaid earnest money agreed to be paid herein shall be in accordance with the provisions of the Dispute Resolution Sections below.
331 332 333 334 335	20.1 CLOSING: Closing shell occur on a date multially agreed upon between Buyer and Seller, but in no event later than <u>persource</u> ("the Closing Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds are available to Seller. Buyer and Seller admonded to Closing to occur by the Closing Deadline. It may be necessary to execute documents and deposit funds in Escrew prior to that date General Section 5./Seller-Cambo Enancina, requires Birde. (3) days prior to the Closing Deadline. If Escrew is to prepare a note uncl. # deed of funds or Boddade.
336 337 338 339 340 341 342	20.2 THE CLOSING DISCLOSURE: If the Property will be used, or is expected to be used, as Buyer's primary residence, and lender financing is involved, pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"). Buyer and Sellier will each receive a federally-required document called a "Closing Disclosure" which, among other things, summarizes each party's closing costs TRID requires the Closing Disclosure must be repaived by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction, which in most castes in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless Selfer and Buyer mutually agree to extend it.
343 344 345 346	20.3 NOTICE REGARDING TITLE INSURANCE COSTS: The manner in which TRID requires file insurance costs to be disclosed differs from the adual costs that may be charged to the partice under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the adual costs for an owner's policy of tile insurance and, where applicable, the lender's policy of title insurance. Setter and Buyer are encouraged to discuss this with Escrow prior to Closing.
347 348 349 350 351	21. DEED: Seler shall convey marketable tille to the Property by statutory warran'ty deed (or good and sufficient personal representative's or trustee's or similar legal billudary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet psysble, zoning ordinances, building and use restrictions, inservations in teleral patents, easements of record, and that affect the Property, covenants, conditions and restrictions of record, and scoped by Byere pursuant is Section 7 (Title Insurance). If Buyer's trie will be held in the name of more than one person see Section 30 (Offer to Purchase) regarding forms of co-ownership.
352	22. POSSESSION: Seller shall deliver possession of the Property to Buyer (select one)
353	(1) (x) by 5:00 p.m. on Closing:
354	(2) T by ['e m T p.m days after Closing:
355	(3)[IDy [a.m.] p m on the day of
000	
356	DEFINITIONS/INSTRUCTIONS
357 358 359 360	23. DEFINITIONS/INSTRUCTIONS: (1) Buyer and Seller. Any reference to Buyer and Seller in this agreement shall include singular and plural (2) All references in this Sele Agreement to "Agen" and "Firm" shall refer to Buyer's and Seller's real estate spents licensed in the State of Oregon and the respective roal estate companies with which they are affiliated. (3) Time is of the essence of this Agreement
361	 (3) Intre is or two essence or two essence or two expression and the insurance, above, all written notices or documents, required or permitted under this Agreement to be
362	(a) because as provided an obscore of the instrumentation of the provided and obscore of the provided and obscore of Seller may be delivered to her respective Agencies when which he same effect as if delivered to that Buyer of Seller "Days be delivered to their respective Agencies" which is a self-to the self-tot the self-to the
363	this transaction with the title company identified at Section 16 (Escrow), above, Buyer, Seller and their respective Agents, where applicable shell
364	provide escrow with their preferred means of notification (e.g. email or text address, facsimile number, or mailing or personal delivery address, or
365	other), which shall serve as the primary location for receipt of all holices of documents (hereinafter, "Contact Location") (5) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section, above are not parties to this Agreement but are subject to Section
367	(a) Agein(a) and Print(s) retentined in the Pinal Agency Achieve by the Oscillar, educe are not parties to this Agreement out are subject to section 29.3 (Mediation and Arbitration Involving Agency/Firms)
368	(6) A "business day" shall mean Monday through Friday, except recognized state and/or federal holidays
369	(7) Any reference in the Agreement to a specific time shall refer to the time in the time zone where the Property is located
370	(8) "Agreement "or "sale agreement" collectively shall be defined as this sail estate sale agreement in its entirety and includes any written offer
371	counter offer, or addendum in any form or language that adds to, amends or otherwise modifies this real estate sale agreement that has been signed
372	and accepted in accordance with the requirements of item 8 herein
	Buyer Initials AN / Date 6/2/24
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373 (9) The phrase "signed and accepted" in the printed text of this Sale Agreement, or any addendum or counter offer, however designated (collectively, "the Agreement" or "the Sale Agreement"), shall mean the date and time either the Seller and/or Buyer has/have: (a) Signed their 374 375 acceptance of the Agreement received from the other party, or their Agents, and (b) Transmitted it to the sending party, or their Agent, either by 375 manual delivery ("Manual Delivery"), facsimile or electronic mail (collectively, "Electronic Transmission") When the Agreement is "signed and accepted" as defined herein, the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their offer or 377 counter offer, as the case may be. 378 379 (10) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party, or their Agent, to the other party, or their 380 Agent, shall have the same effect as Manual Delivery of the signed original if the parties intend to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight derivery), they should so specify at Section 15 (Additional 381 382 Provisions) of this Sale Agreement (11) Time calculated in days after the date Buyer and Seller have signed and accepted this Agreement shall start on the first full business day after 383 384 the date they have signed and accepted it (12) This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights under 385 386 this Agreement or in the Property are not assignable without prior written consent of Seller 387 (13) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document (14) Unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, shall terminate as 388 389 of 5:00 p.m. on the last day of that deadline, however designated. 390 (15) Notice. As used in this Agreement and any document relating to this Agreement. "Notice" shall mean the providing of a true and accurate copy of the document to the other party or their Agent. Notice shall be deemed delivered as of (a) the date and time the notice is sent by email or fax, (b) 391 392 the time the notice is personally delivered to either the Agent or the Agent's Office, or (c) linee (3) calendar days after the date the notice is mailed. 393 24. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING 394 STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS 395 396 DEFINED IN ORS 30,930. IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE 397 SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11. 398 CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, 399 OREGON LAWS 2010 BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT. THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY 400 SHOULD CHECK WITH THE APPROPRATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THE UNIT OF LAND BEING TRANSFERRED 401 IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS \$2,010 OR 215,010, TO VERIFY THE APPROVED USES OF THE LOT OR 402 PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING 403 PROPERTY OWNERS. IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 404 2007. SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010 25. IRC 1031 EXCHANGE: In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with 405 406 them, and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of escrow or cause additional 407 expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the Closing of this transaction. 408

26. LEVY OF ADDITIONAL PROPERTY TAXES: The Property (checkone) 🕱 is not specially assessed for property taxes (e.g., farm, forest or other) 409 in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as to income or other 410 conditions required to preserve its deferred tax status If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from 411 special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this Agreement, Buyer shall be responsible for and 412 shall pay when due, any deferred and/or additional taxes and interest levied against the Property and shall hold Seller completely harmless therefrom However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses. 413 414 its deferred property tax status. Buyer may, el Buyer's sole option, promptly terminate this transaction and receive a refund of all deposits part by Buyer in 415 anticipation of Closing, or Close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest that may be leved or receptured against the Property and shall hold Buyer completely harmlass thansfrom. The preceding shall not be construed to limit Buyer's or Seller's 41R

available remedies or damages ansing from a breach of this Section 26 (Levy of Additional Property Taxes) 417

Buyer Initials Date

Setter Initials /// Date U

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VACANT LAND REAL ESTATE SALE AGREEMENT- Page 9 of 11

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DISPUTE RESOLUTION

Sale Agreement # 20210526

27. FILING OF CLAIMS: All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or 418 410 interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all 420 matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of rights of arbitration (hereinafter collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set forth herein, which shall survive 421 422 Closing or earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue shall be placed in the county where the real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes of meeting any applicable 423 124 statutes of limitation or statute of ultimate repose, and for purposes of filing a lis pendens. BY CONSENTING TO THE PROVISIONS HEREIN, BUYER AND 425 SELLER ACKNOWLEDGE THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE CLAIMS TRIED BY A JUDGE OR JURY IN STATE OR FEDERAL 426 COURT, INCLUDING ALL ISSUES RELATING TO THE ARBITRABILITY OF SAID CLAIMS. 427 28. EXCLUSIONS: The following shall not constitute Claims. (1) Any proceeding to enforce or interpret a mongage, trust deed, land sale contract 428 or recorded construction lien, (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is 429 otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS® 430 (4) If the matter relates to a commission of fee with an Agent or Firm, and the written listing, service or fee agreement with Buyar or Seller

431 contains a mandatory mediation and/or arbitration provision, and (5) Filing in court for the issuance of provisional process described under the 432 Oregon Rules of Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution 433 procedures described herein for the adjudication of any Claims

29.1 SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller within the jurisdiction of the Small Claims 434 435 Court of the county in which the property is located, shall be brought and decided there, in iseu of mediation arbitration or intigation in any other forum Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the Small 436 437 Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal

29.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer's and/or Seller's Agent is a member of the National Association 438

439 of REALTORS®, all Claims shall be submitted to mediation as offered by the local Realtor Association, if available. If mediation is not available 440 through the Agent's Realtor® organization, then all Claims shall be submitted to mediation through the program administered by Arbitration Service

441 of Portland ("ASP"). All Claims that have not been resolved by mediation as described herein shall be submitted to final and binding arbitration in 642 accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller shall be entitled to recovery of all 643

reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party shall not be 144 entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon the filing for arbitration 445

446

29.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms shall be resolved in 447 accordance with the mediation and arbitration process described in Section 29.2 (Mediation and Arbitration Between Buver and Setier) above, and 448

if applicable the prevailing party shall be entitled to an award of attorney fees, filing fees, cost, disbursements, and mediator and erbitrator fees, as provided therein 449

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46 48

SIGNATURE INSTRUCTIONS

451 30. OFFER TO PURCHASE: Buyer offers to purchase the Property upon the terms and conditions set forth in this Agreement, Buyer acknowledges receipt of a completely filled in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges 452 453 Buyer has not relied upon any oral or written statements, made by Seller or any Agents that are not expressly contained in this Agreement. Neither 454 Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing, or should be made an express contingency in this 455 458 Agreement.

Deed or contract shall be prepared in the name of to be provided by Buyer in escrow 457

458 Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship 459 Agents are not qualified to provide advice on these issues. Once the form of ownership is determined, Buyer should promptly notify Escrow

460 This offer shall automatically expire on (insert date) May 31, 2021 at 5 a m. X p.m. (the "Offer Deadline"), if not 461 accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Setler's transmission of signed acceptance. This offer may be accepted by Seller only in writing. 462

3 Buyer Jerry Valencia	Date (0/2/2021 7 52 a.m _ (a.m.)-
4 Buyer Julie Valencia	Date (10/31 7 57 am _ 6m.+
Buyer Initials Date Let 21	Seller Initials AN 1 Date 4 2/21
This form has been licensed for use solely by Mia Nelson p LINES WITH THIS SYMBOL - REQUIRE A SIGNATURE OF B	ursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC BUYER AND/OR SELLER AND DATE

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VACANT LAND REAL ESTATE SALE AGREEMENT- Page 10 of 11

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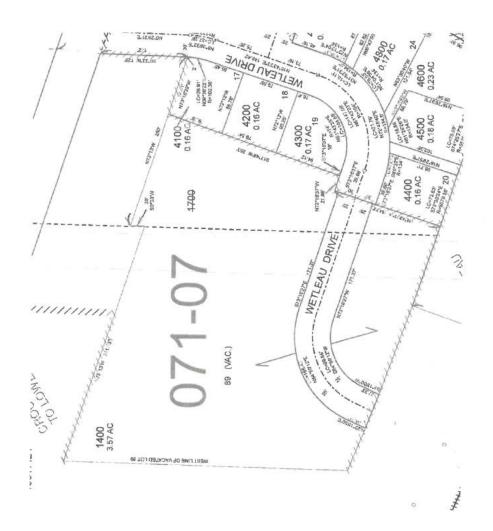
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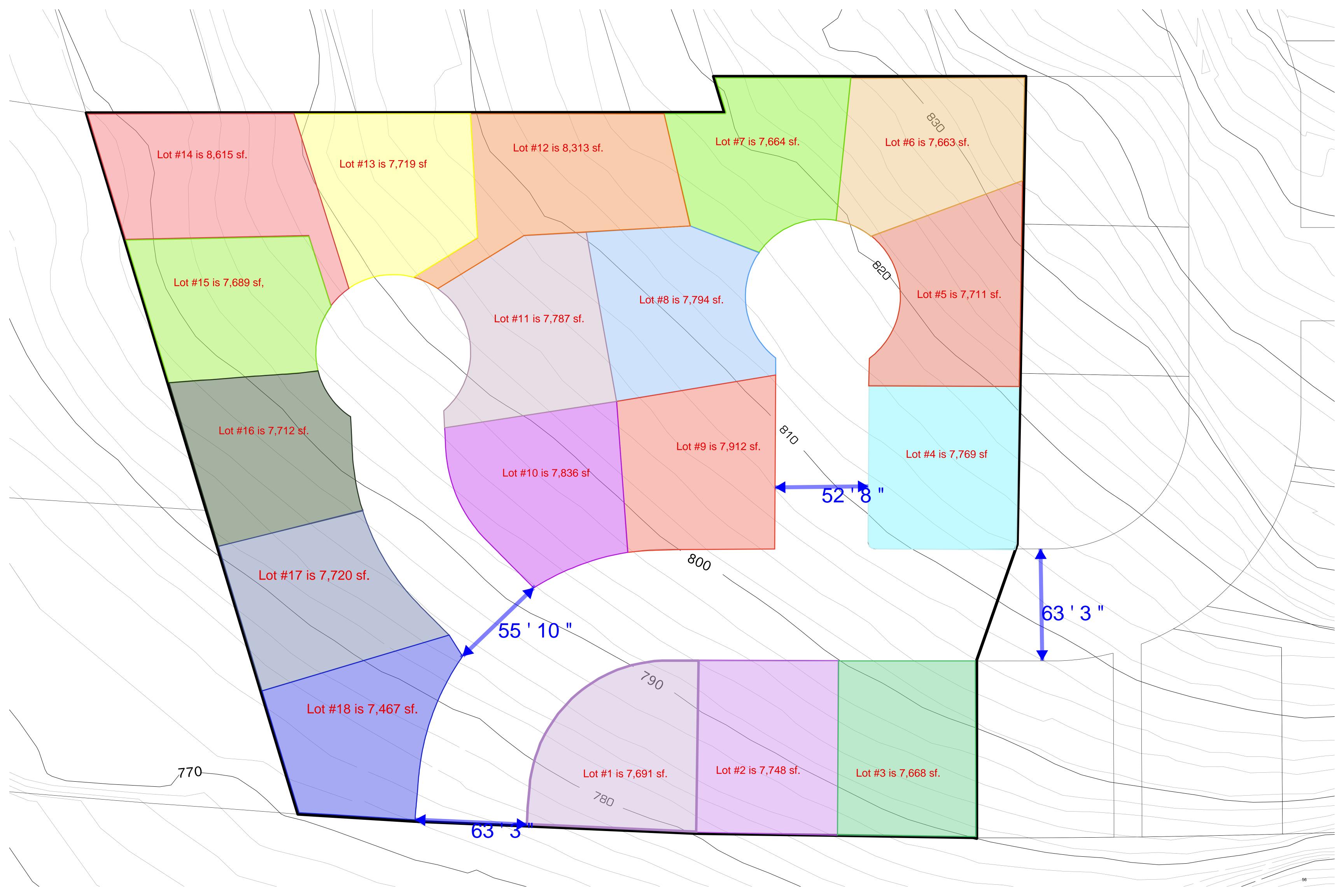
is offer was delivered/transmitted to Seller for signature on (insert date) AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY: Selle Cells of a completely filed-in copy of this Agreement, which Seller has fully read and unde lind upford any oral or written statements of Buyer or of any Agent(s) that are not expressly cont liter	(Age stands. Seller acl inded in this Agree 2 (Offer to Purch by an Addendun s a rejection ur	knowledges Seller has r iment.
AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY: Selle celot of a completely filled-in copy of this Agreement, which Seller has fully read and under ligd upon any oral or written statements of Buyer or of any Agent(s) that are not expressly cont- lifer	(Age stands. Seller acl inded in this Agree 2 (Offer to Purch by an Addendun s a rejection ur	offer. Seller acknowledg nowledges Seller has r ment. a mp.m. ← a.mp.m. ← a.mp.m. ← hase), above, it will r n. Counter offer, or oth hder Section 32 (Selle s the attached counter off a.mp.m. ← a.mp.m. ← a.mp.m. ←
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Explosion & completely liked-in copy of this Agreement, which Seller has fully read and under lead under the preservent of Buyer or of any Agent(s) that are not expressly cont lead under the preservent of Buyer or of any Agent(s) that are not expressly cont Lookout Point LLC Date Date Date Date Seller if delivery/transmission occurs after the Offer Deadline identified at Section 30 come binding upon Seller and Buyer unless the parties agree to extend said Deadline time, jointly signed by the parties. The parties' failure to do so shall be treated a jection), below, and this transaction shall be automatically terminated. SELLER'S REJECTION/COUNTER OFFER (select only one): Seller does not accept the abo Seller rejects Buyer's offer Lookout Point LLC Date Date	stands. Seller acl lined in this Agree 2. (Offer to Purcet by an Addendun s a rejection ur ve offer but make	knowledges Seller has r iment.
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come binding upon Seller and Buyer unless the parties agree to extend said Deadline titing, jointly signed by the parties. The parties' failure to do so shall be treated a jection), below, and this transaction shall be automatically terminated. SELLER'S REJECTION/COUNTER OFFER (select only one): Seller does not accept the above the rest of the seller rejects Buyer's offer Seller rejects Buyer's offer Lookout Point LLC NO_CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTER SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DO	by an Addendum s a rejection ur ve offer but make	n, Counter offer, or oth tider Section 32 (Selle s the attached counter off a.mp.m. +- a.mp.m. +- XT OF THIS FORM. ANY
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portion may be reproduced without express permission of Oregon Real Estate Forms, LLC VACANT LAND REAL ESTATE SALE AGREEMENT- Page 1	nent with Oregon	and the state of the second
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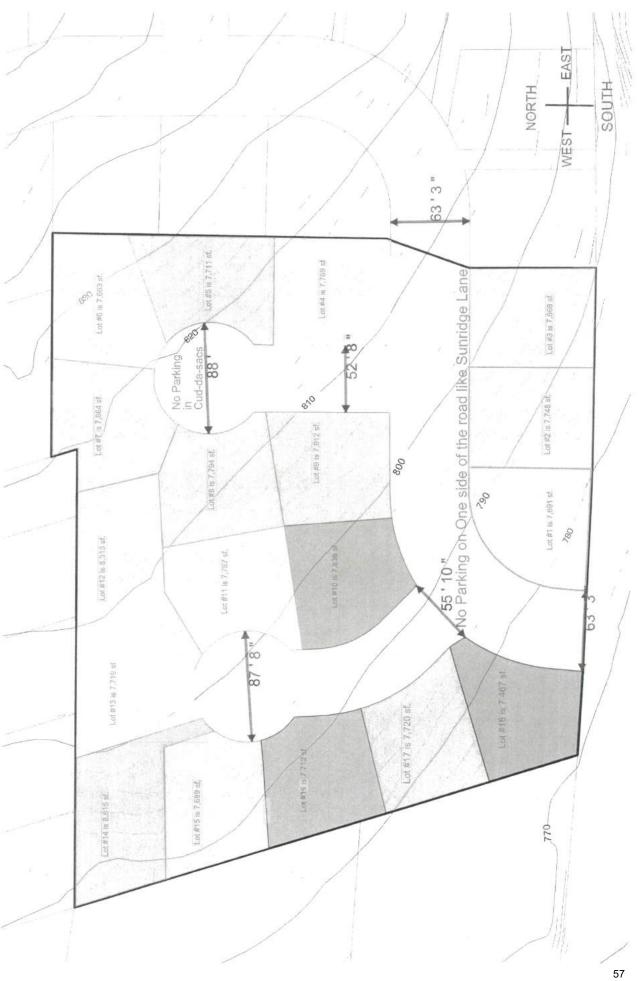
EXHIBIT A

A parcel of land in Lane County. Oregon described as follows: Beginning at the northwest corner of Lot 17, Sunridge First Addition, recorded in Lane County, Oregon official records, reception number 2005-008200; thence South 17°48'00" West 253.00 feet along the west line of said Sunridge First Addition to the southwest corner of Lot 19 thereof; thence, North 73°16'37" West 21.66 feet along the northern right-of-way line of Wetleau Drive to a point marked by a reinforcing rod: thence, South 16°43'23" West 15473 feet to a reinforcing rod on the northerly line of the former Southern Pacific Railroad Company right of way as surveyed and monumented in that survey filed at the office of the Lane County Surveyor under No. 31330; thence 364,06 feet, more or less, along said northerly line as it follows the arc of a curve to the right having a radius of 5579 56 feet to the southeast corner of Hern Subdivision, as recorded August 26, 2003 as document no. 2003-082234; thence northerly along the east line of said Hern Subdivision 392 72 feet, more or less, to the northeast corner thereof: thence along the southerly line of those certain parcels surveyed in that survey filed at the Office of the Lane County Surveyor under No. 25662 South 73°16'39" East 341 74 feet, more or less to a 1/2 inch iron pipe; thence northerly 20.00 feet, more or less, to a reinforcing rod, thence South 73°16'39" East 167 39 feet, more or less, to the point of beginning. and excepting therefrom the area lying within the right-of-way of Wetleau Drive.

NITER: JERRY L VALENCIA	Date 6/02/21
NY TO THE CASCADE ESCROW	
EXACTLY **30,000 AND 00/100 DOLLARS	\$*****30,000.00
CASHIER'S CHECK	AUTHORIZED BODNA JONE
THE PURCHASE OF AN INTERNITY BOYO WILL BE REQUIRED BEFORE ANY CAMPARTS CHOCK OF YARD BANK WILL BE REPLACED ON APPLICATION THE EVENT TO LOST MEMORACION DURANCE OF APPLICATION	and Sin









City of Lowell PO Box 490 | 107 East 3rd St. Lowell, OR 97452 (541) 937-2157 www.ci.lowell.or.us

XBP Confirmation Number: 109421702

▶ Transaction de	VisaXXXX	. E Number: 160094601PT (-XXXX-XXXX-1785 :: Successful	Date: 11/08/2021 - 10:32:35 AM MT
Account #	Item	Quantity	Item Amount
	Land Use Permit	1	\$3374.00
Notes: map # 190	1413037001400		

TOTAL: \$3374.00

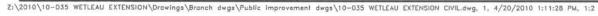
Billing Information Jerry Valencia , 97452 Transaction taken by: sdragt

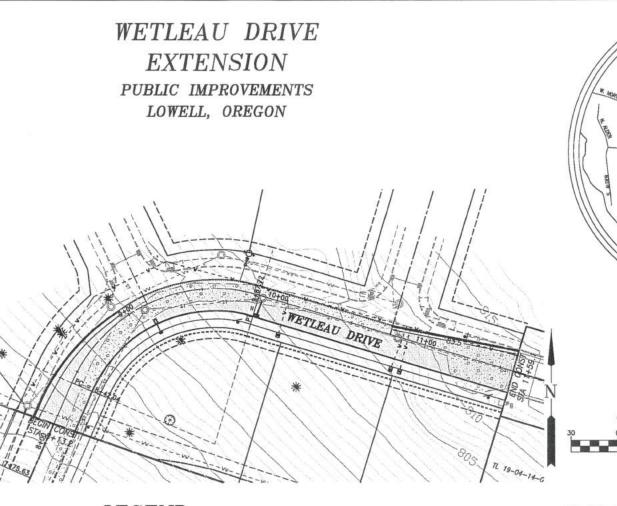
GENERAL CONSTRUCTION NOTES:

- 1. CONSTRUCTION SHALL CONFORM TO THE CITY SPECIFICATIONS "CITY OF LOWELL PUBLIC WORKS CONSTRUCTION STANDARDS" (FEBRUARY 2003 EDITION) AND THE APWA 2008 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION. WHERE THE TWO SPECIFICATIONS ARE IN CONFLICT, CONTACT THE CITY FOR RESOLUTION.
- 2. PRIME CONTRACTOR SHALL ARRANGE AND CONDUCT A PRE-CONSTRUCTION MEETING WITH ALL AFFECTED PARTIES INCLUDING, BUT NOT LIMITED TO, THE PUBLIC WORKS DIRECTOR, CITY ENGINEER, ALL UTILITY COMPANY REPRESENTATIVES AND SUBCONTRACTORS.
- 3. ALL REFERENCES TO THE CITY SHALL MEAN: CITY OF LOWELL PUBLIC WORKS DEPARTMENT. THE DIRECTOR OF PUBLIC WORKS, CITY ENGINEER OR AN AUTHORIZED REPRESENTATIVE SHALL INSPECT THE CONTRACTOR'S WORKMANSHIP AND MATERIAL TO ENSURE COMPLIANCE WITH THE PLANS AND SPECIFICATIONS.
- 4. THE CONTRACTOR SHALL REPLACE ANY AND ALL SURVEY MONUMENTS WHICH ARE AFFECTED BY THE CONSTRUCTION. ALL MONUMENTS SHALL BE RESET BY A LICENSED LAND SURVEYOR.
- 5. THE CONTRACTOR SHALL PROVIDE THE CITY WITH A ONE YEAR WRITTEN WARRANTY. WARRANTY PERIOD SHALL BEGIN UPON FINAL ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY.
- 6. PIPE BEDDING MATERIAL FOR ALL PIPE INSTALLATIONS SHALL MEET THE APPROVAL OF THE CITY AND DESIGN ENGINEER. CLASS "B" BACKFILL MATERIAL SHALL BE USED IN ALL TRENCHES IN PUBLIC STREETS AND RIGHTS-OF-WAY.
- 7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN, AND FURNISH TO THE OWNER AND CITY ACCEPTABLE COMPACTION TESTS FOR THIS PROJECT.
- 8. UNLESS OTHERWISE SPECIFIED, MINIMUM COMPACTION SHALL BE 95% MAXIMUM DENSITY AS DETERMINED BY THE STANDARD PROCTOR TEST, AASHTO T-99.
- 9. 14 GAUGE COPPER TONE WIRE APPROVED FOR DIRECT BURY SHALL BE PLACED IN ALL TRENCHES.
- 10. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES FOR LOCATIONS OF MAINLINE AND SERVICE LOCATIONS PRIOR TO DIGGING. UTILITIES WHICH ARE DAMAGED AND WERE MARKED PROPERLY WILL BE REPAIRED BY THE CONTRACTOR. THOSE UTILITIES WHICH WERE UNMARKED OR IMPROPERLY MARKED WILL BE PAID FOR BY THE OWNER OF THE AFFECTED UTILITY. CONTRACTOR SHALL CONTACT OREGON UTILITY NOTIFICATION CENTER AT LEAST 48 HOURS PRIOR TO CONSTRUCTION AT 1–800–332–2344.
- 11. THE CITY OF LOWELL PUBLIC WORKS IS TO BE NOTIFIED 48 HOURS PRIOR TO THE START OF ANY PHASE OF CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY, INCLUDING WATER, STORM SEWER, OR SANITARY SYSTEMS, TELEPHONE: (541) 937-2776.
- 12. THE CONTRACTOR SHALL PROVIDE ALL TRAFFIC CONTROL DEVICES NECESSARY TO PROTECT AND SAFEGUARD THE PUBLIC AND WORKERS AGAINST INJURY AND PROTECT THE WORK AGAINST DAMAGE. ALL TEMPORARY TRAFFIC CONTROL SIGNING AND DEVICES SHALL BE IN PLACE PRIOR TO BEGINNING WORK. ALL TRAFFIC CONTROL SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD), 2009 EDITION, AS SUPPLEMENTED AND AMENDED BY THE OREGON SUPPLEMENTS. FLAGGING SHALL BE PERFORMED AS SHOWN IN THE OREGON STATE HIGHWAY DIVISION HANDBOOK, "OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK", 2006 EDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REQUIRED TRAFFIC CONTROL AS FIELD CONDITIONS WARRANT. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN AT THE PRE-CONSTRUCTION MEETING FOR CITY REVIEW AND APPROVAL.

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER BY CALLING 503-232-1987. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CENTER. YOU MUST NOTIFY THE CENTER AT LEAST TWO BUSINESS DAYS BEFORE COMMENCING AN EXCAVATION; CALL 503-246-6699.

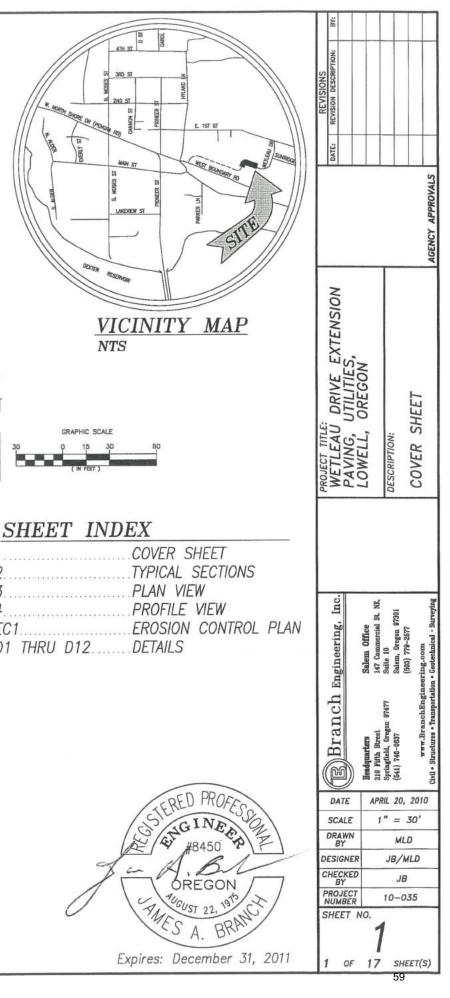
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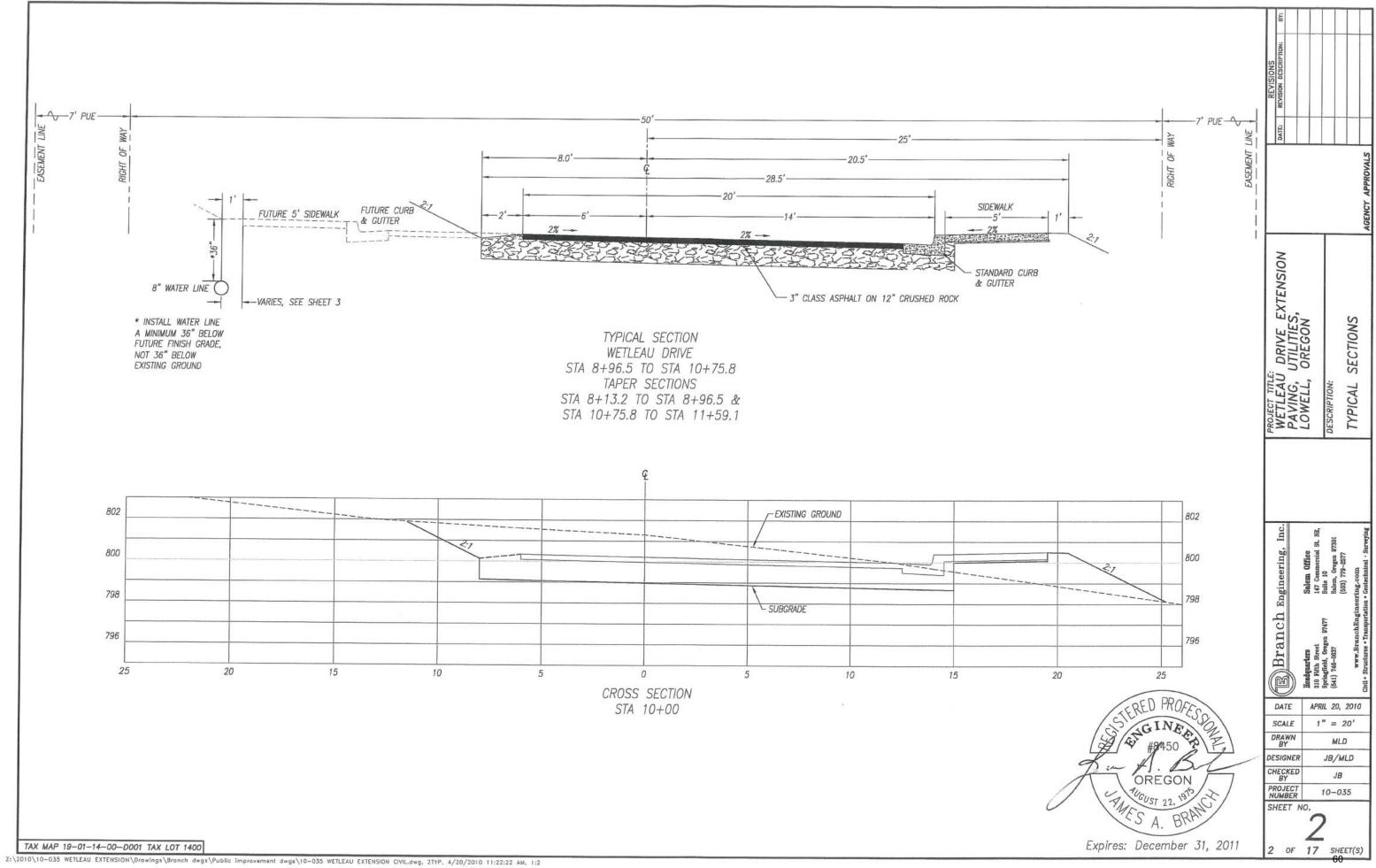


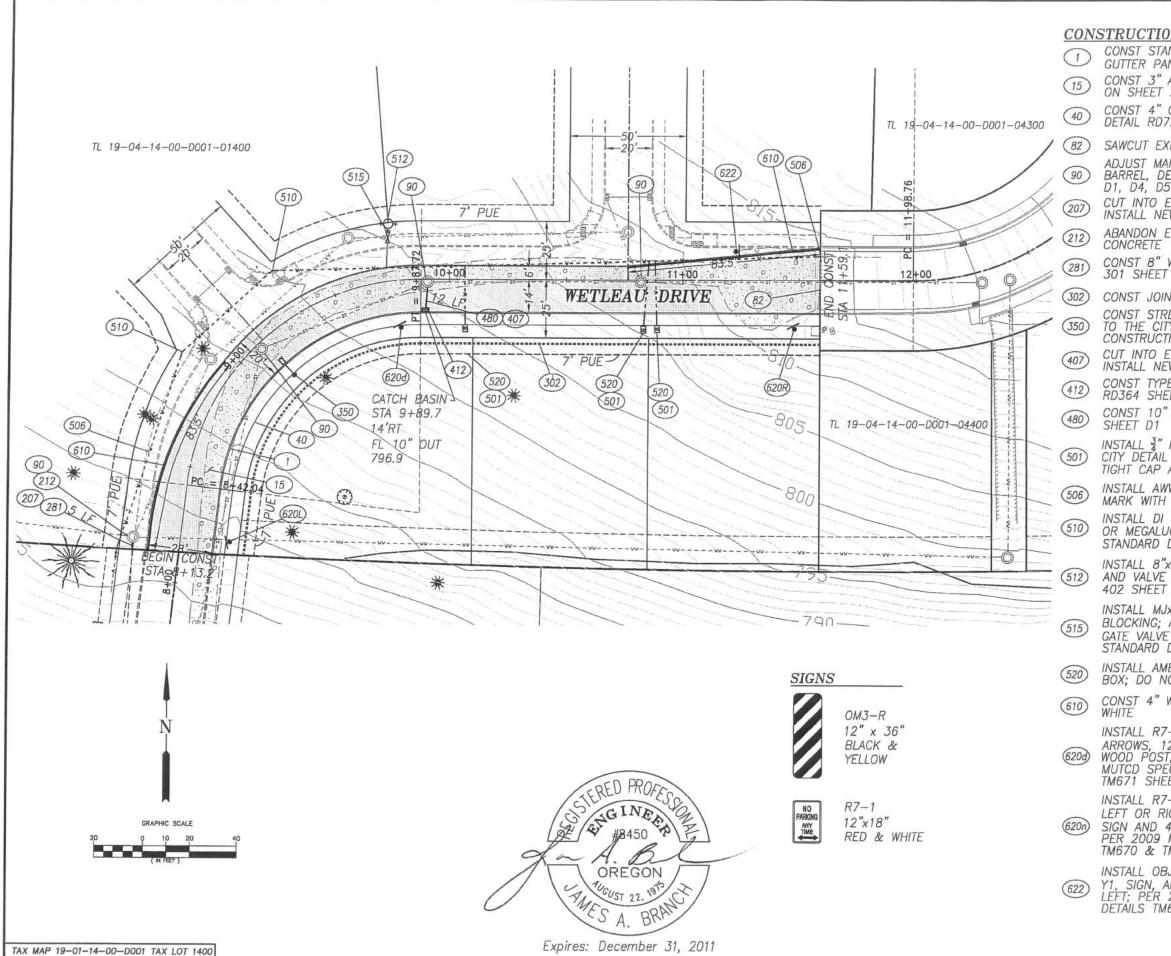


LEGEND

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	PROPOSED WASTEWATER PIPE	
	PROPOSED STORM PIPE	1
	PROPOSED CURB AND GUTTER	2
	PROPOSED SIDEWALK	
	CURB AND GUTTER CONST CONCURRENTLY	3
	SIDEWALK CONST CONCURRENTLY W/ PROJECT	4
	PRELIMINARY WASTE WATER PIPE	501
— w — w — w —	PROPOSED WATER LINE	EC1
	FUTURE CURB AND GUTTER	D1 THRU L
	FUTURE SIDEWALK	
	EX GRAVEL	
	EX CURB AND GUTTER	
	EX ASPHALT	
	EX STORM DRAIN PIPE	
	EX WASTEWATER PIPE	
22	PROPOSED CURB INLET	
*	PROPOSED SIGN	
œ	PROPOSED BOX FOR FUTURE WATER METER	
O	PRELIMINARY WASTEWATER MANHOLE	
H	PROPOSED WATER VALVE	
۰Ô+	PROPOSED FIRE HYDRANT	
××+	PROPOSED STREET LIGHT	
O	EX MANHOLE, WASTEWATER & STORM DRAIN	
103	EX CATCH BASIN	
2	EX WATER METER	
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m	EX TELEPHONE PEDESTAL	
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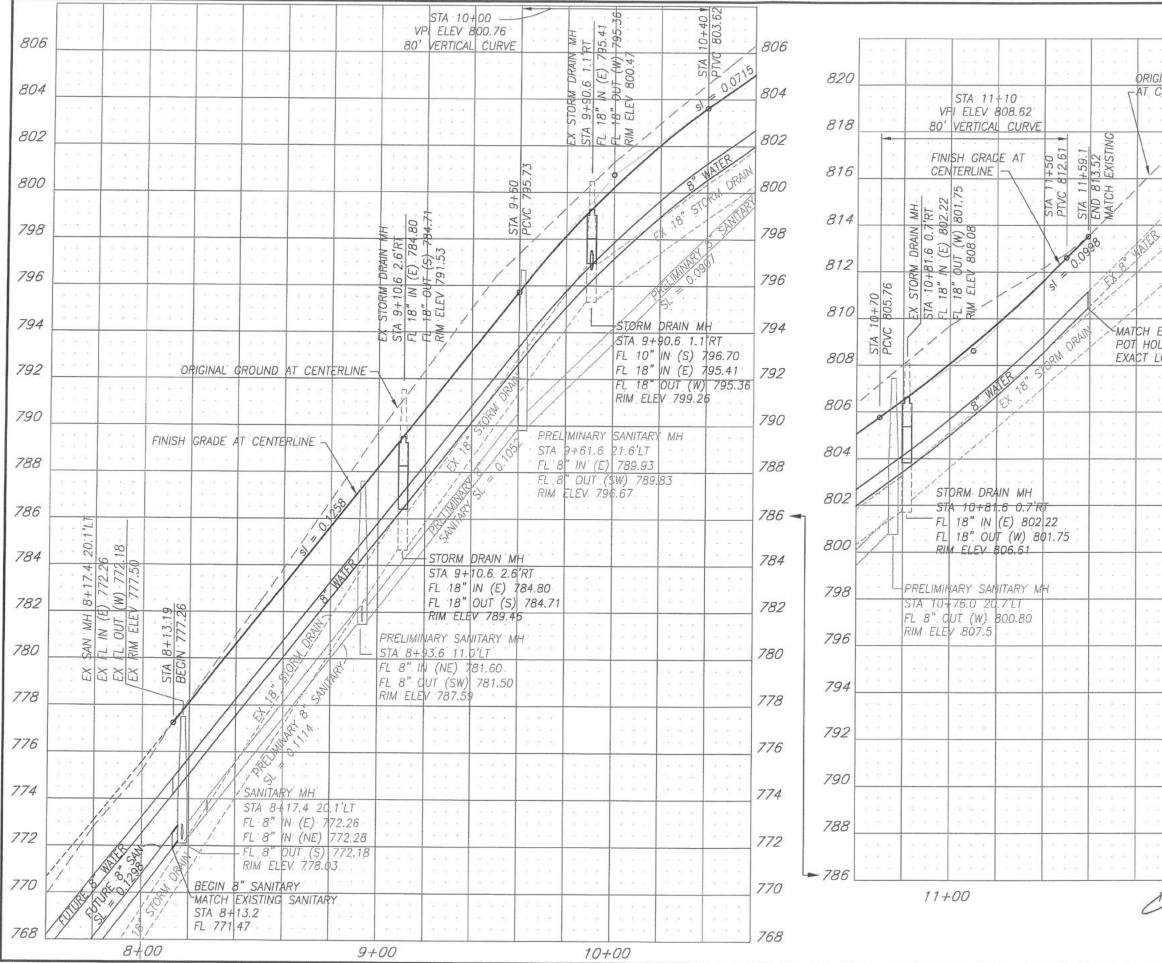






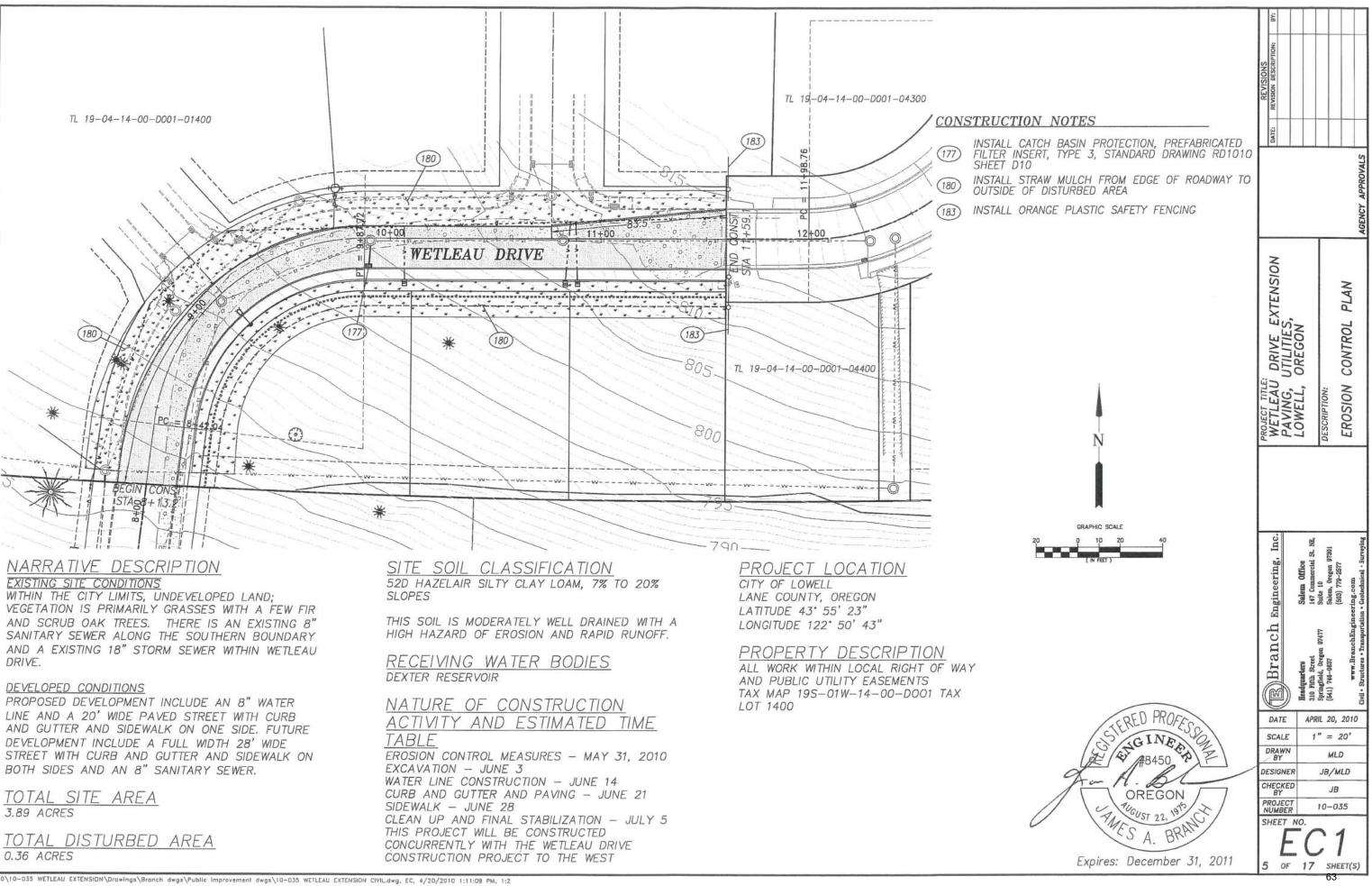
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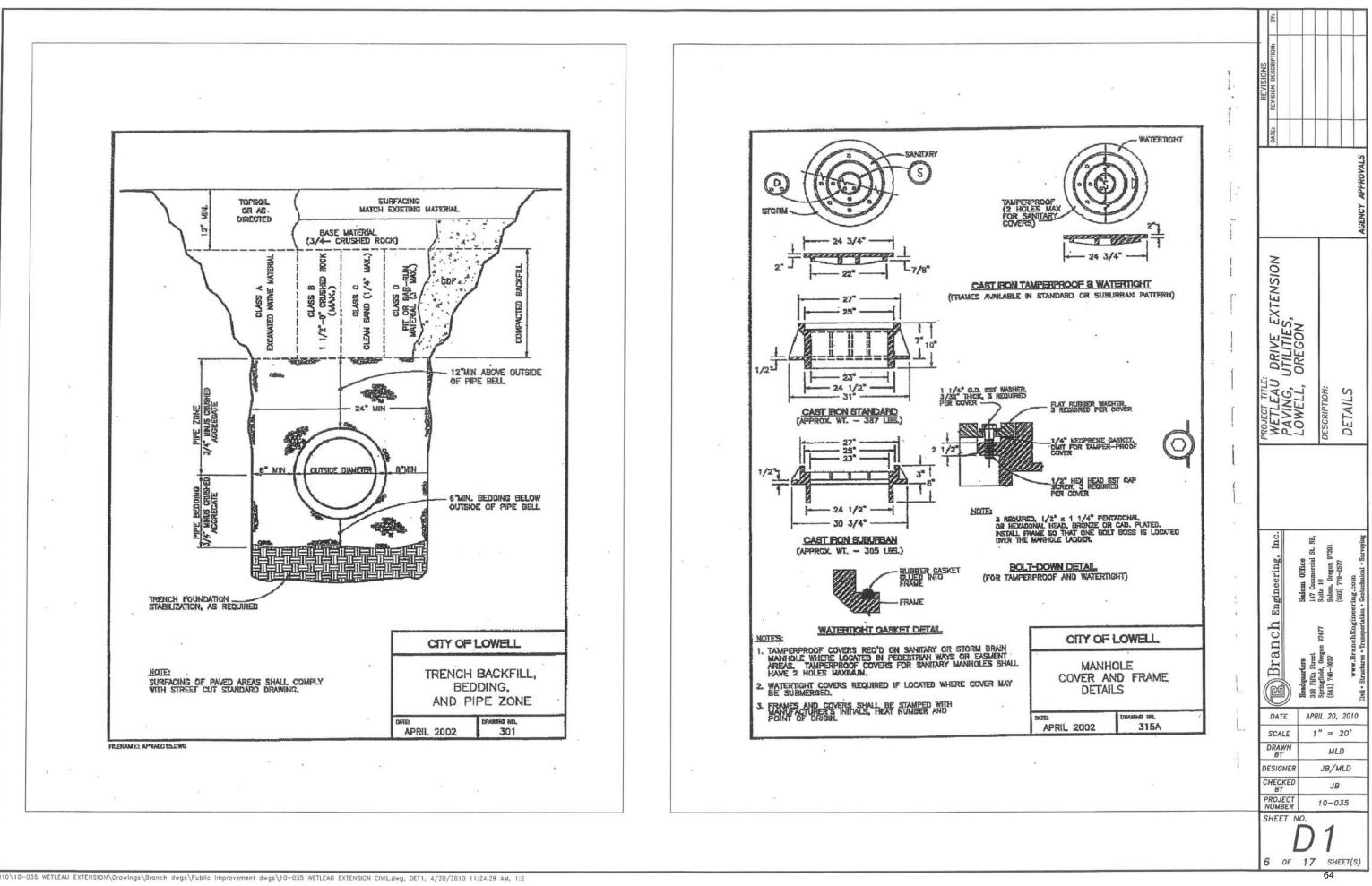
	BY:
<u>ON NOTES</u> ANDARD CURB AND GUTTER, E = 6", AN = 18", DETAIL RD700 SHEET D8 AC ON 12" CRUSHED ROCK, DETAILS 2 CONCRETE ON 1" CRUSHED ROCK,	REVISIONS REVISION DESCRIPTION:
720 SHEET D9	<u>ت</u>
XISTING ASPHALT ANHOLE, CONVERT TO FLAT TOP, 48" IETAILS 315A, RD342, RD356, SHEETS 5 EXISTING WASTEWATER MANHOLE BASE & EW WW PIPE AND CONST NEW CHANNEL	APPROVALS
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INT UTILITY TRENCH REET LIGHT; OWNER TO PROVIDE DESIGN TY FOR APPROVAL PRIOR TO TION EXISTING STORM DRAIN MANHOLE AND EW PIPE PE G-1 CATCH BASIN, SEE DETAIL EET D6 & RD366 SHEET D7 " STORM PIPE, TRENCH DETAIL 301 POLYETHYLENE WATER SERVICE LINE, L 407:1 SHEET D3; PLUG WITH WATER AND MARK WITH 14 GA TRACER WIRE	PROJECT TITLE: WETLEAU DRIVE EXTENSION PAVING, UTILITIES, LOWELL, OREGON DESCRIPTION: PLAN
WWA C900 8" CLASS 150 WATER PIPE, 1 14 GA TRACER WIRE	
MJ ELBOW; INSTALL THRUST BLOCKING UG THRUST RESTRAINT; SEE CITY DETAIL 401 SHEET D2	
"x8" TEE PIPE, STD FIRE HYDRANT E ASSEMBLY, SEE CITY STD DETAIL T D2	L NG, 101 101 102
JXMJXFLANGE 8" DI TEE AND THRUST AND 8" FLANGEXMJ RESILIENT SEATED E W/ VALVE BOX ASSEMBLY, SEE CITY DETAIL 403 SHEET D3 METEK JUMBO PLASTIC WATER METER	Branch Engineering, In Headquarters Salem Office Bradquarters Salem Office 310 Fith Street 147 Commercial SL NE Spingfield, Oregon 77971 (641) 746-0637 Salem, Oregon 77901 (641) 746-0637 Salem, Oregon 77901 (641) 746-0637 Salem, Oregon 77901 (643) 748-0637 Salem, Oregon 77901 (644) 748-0637 Salem, Oregon 77901 (644) 748-0637 Salem, Oregon 77901 (643) 748-0637 Salem, Oregon 77901 (644) 748-0637 Salem, Oregon 77901 (644) 748-0637 Salem, Oregon 77901 (644) 748-0637 Salem, Oregon 7747 (644) 748-0637 Salem, Oregon 7747 (643) 748-0637 Salem, Oregon 7747 (644) 748-0637 Salem, Oregon 7747 (744) 748-0757 Salem, Oregon 7747 (745) 748-0757 Salem, Or
NOT INSTALL METER WIDE PAVEMENT STRIPING PAINT,	nch 87477 schEngir ramsportat
7–1 NO PARKING WITH DOUBLE 12"x18", TYPE R, SIGN AND 4"x 4" T, SEE DETAIL LEFT; PER 2009 ECIFICATIONS & DETAILS TM670 & EETS D11 & D12	
7–1 NO PARKING WITH ONE ARROW RIGHT AS INDICATED, 12"x18", TYPE R,	DATE APRIL 20, 2010 SCALE 1" = 20'
4"x 4" WOOD POST, SEE DETAIL LEFT; MUTCD SPECIFICATIONS &DETAILS TM671 SHEETS D11 & D12	DRAWN BY MLD DESIGNER JB/MLD
BJECT MARKER OM3-R, 12"x36", TYPE AND 4"x 4" WOOD POST, SEE DETAIL 2009 MUTCD SPECIFICATIONS & 1670 & TM671 SHEETS D11 & D12	CHECKED BY JB PROJECT NUMBER 10-035 SHEET NO.
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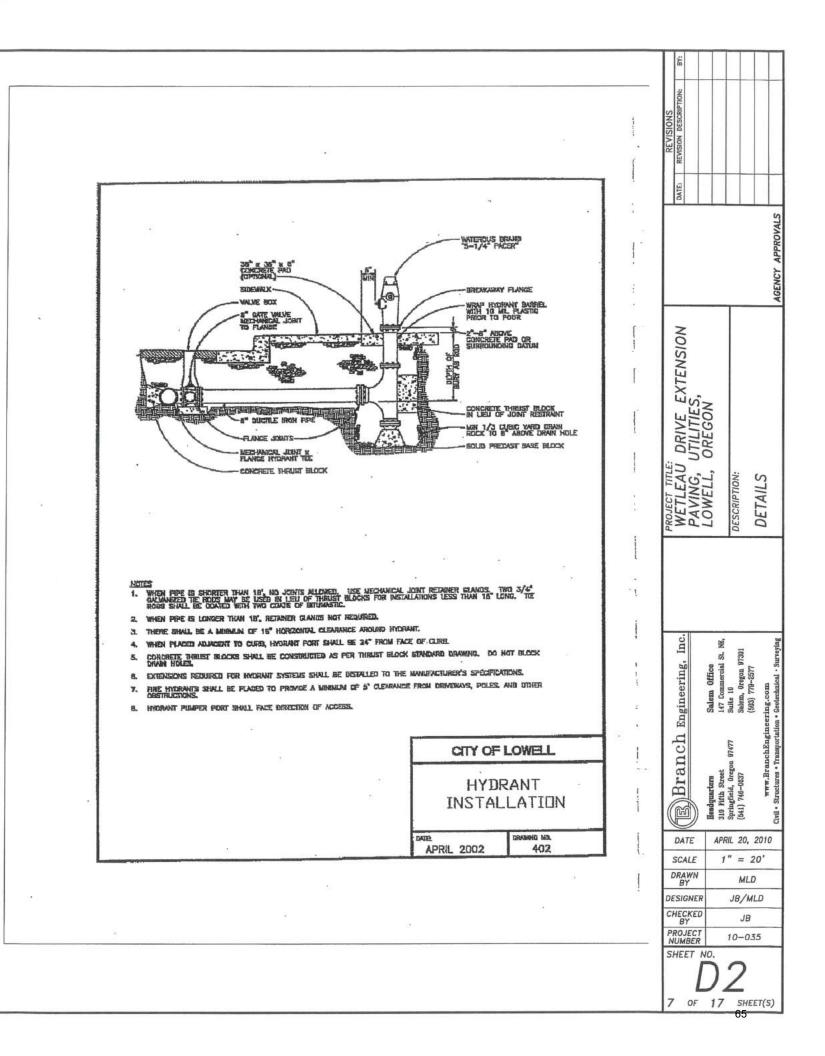
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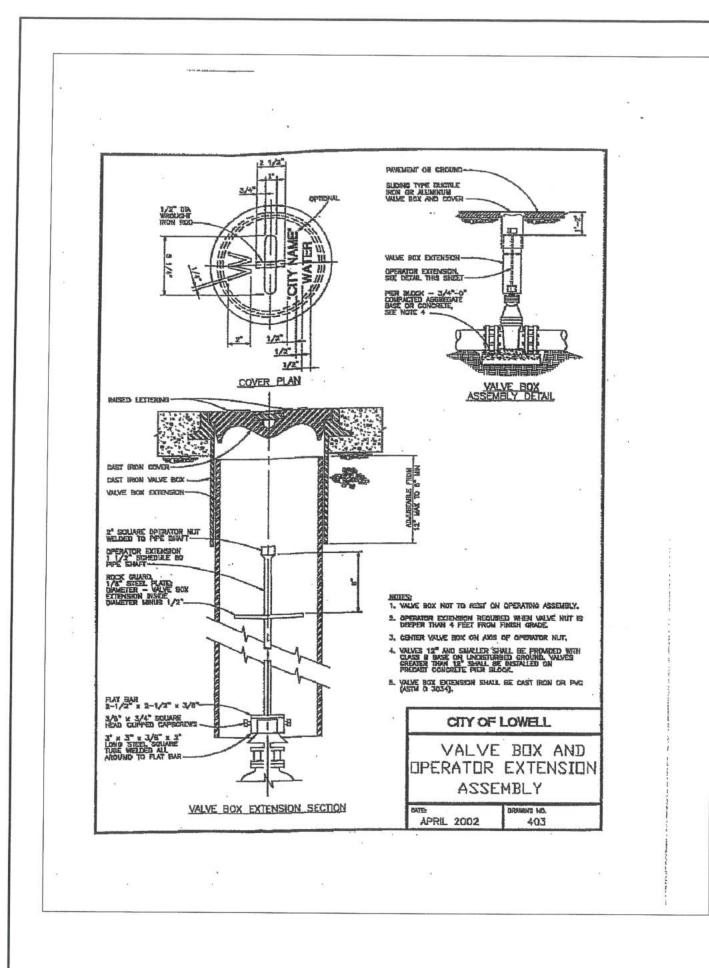
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STERLE IN SCALE 1"	
STERED PROFESSE DATE APRIL SCALE 1" DRAWN BY #8450	MLD
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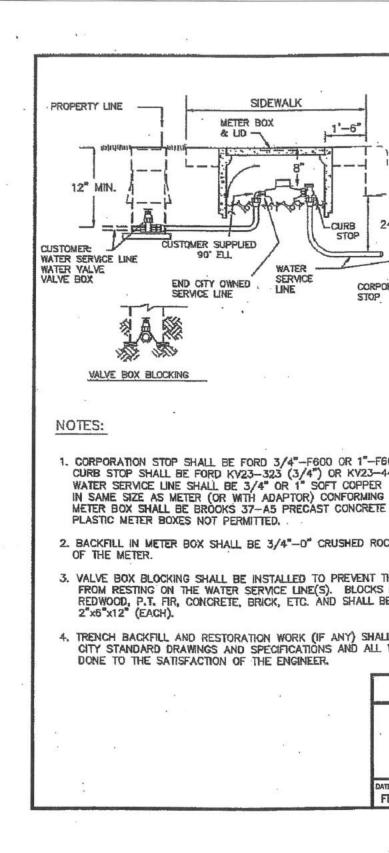




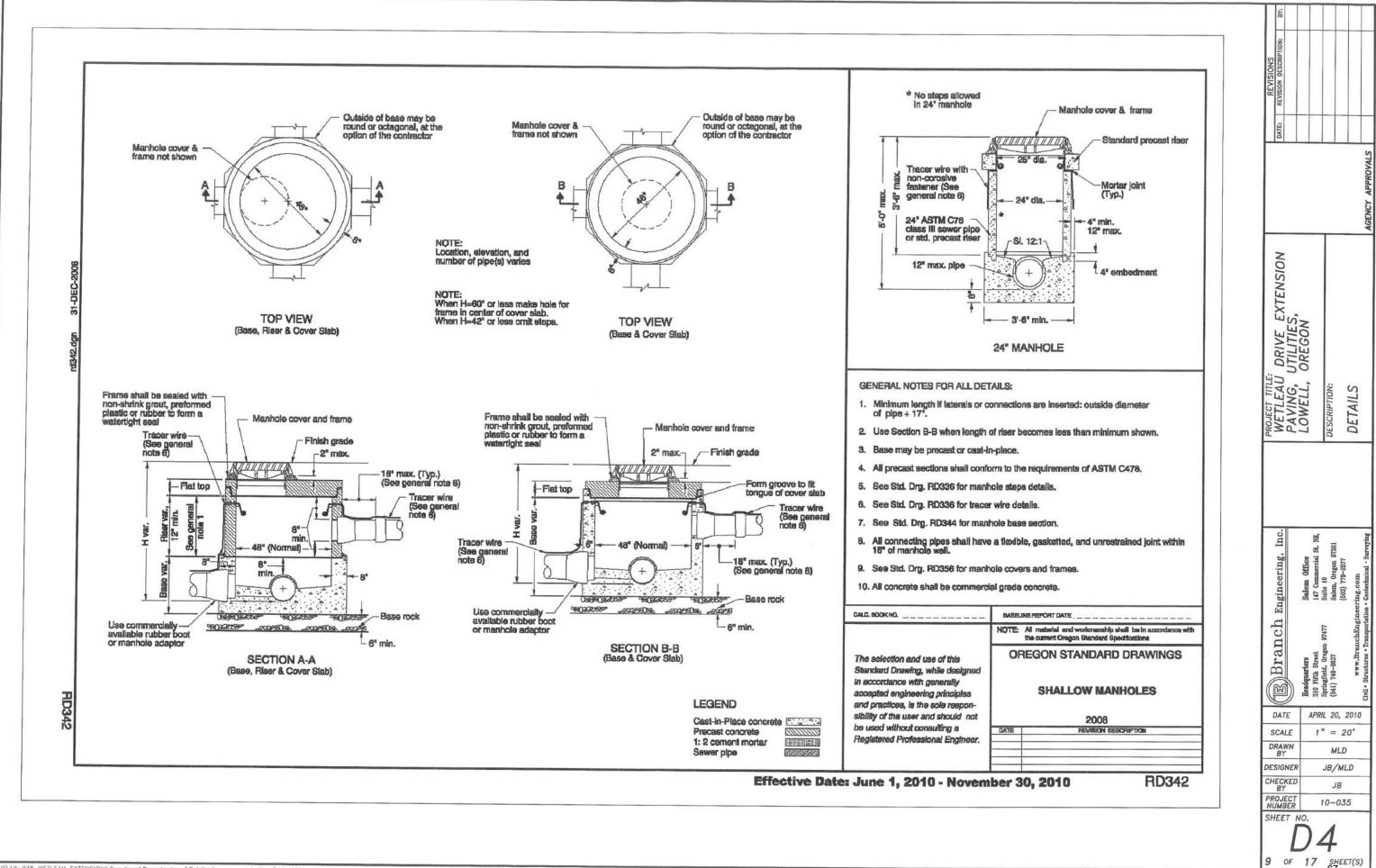
(VERTICAL) VOLUME OF THRUST BLOCK IN CUBIC YARDS (HORIZONTAL) BEARING AREA OF THRUST BLOCKS IN SQUARE FEET PLUGGED ON RUN THE WYE no" nemo Plugged CR055 45" JEND FITTING 22-1/2 11-1/4 BENO 11-1/4 BEND STRADDLE 80 45 BEND 22-1/T A-1 A-2 3.8 2.8 2.8 2.0 3.2 4 2.0 8.0 6.5 6.0 3.2 2.0 -----2.8 -4.2 7.4 5 15.2 10.8 5.8 1.0 2.0 4.6 22 a 7.8 13 10.8 --24 7.4 3.6 6,8 23.8 15.8 8.2 10 11.8 20.4 15.8 -----34.0 24.0 13.2 6.8 3.4 11.0 5.6 2.4 -24.0 12 17.0 29.4 9.2 4.8 15.2 7.8 3.4 32.6 45.0 32.6 17.8 -----14 23.0 60.8 42.8 23.2 12.0 6.0 19.8 10.2 4.8 1.8 30.0 42.6 76 52.2 54.0 76.0 54.0 29.2 15.2 7.5 -------18 38.0 ----- ' 20 47.0 8./8 85.6 94.0 66.8 36.2 18.8 8.4 ---BLD 136.0 SEO 52.4 27.2 13.5 24 68.0 117.6 NOTES iest pressure of 150 psi and an allowable soil bearing strees of 1000 Culpute Bearing Areas for different test pressures and soil bearing SEARING AREA = (TEST PRESSURE / 150) x (1000 / SOIL BEARING STRESS) x (TABLE VALUE) Above volumes based on test pressure of 150 per and the weath of concrete - 4050 points per cubic yard, to compute for different test pressures, lise the following equation: VOLLARE = (TEST PRESSURE / 150) x (TABLE VALUE) BEND STRADDLE BLOCK CROSS VERTICAL BEND TEE WYE CROSS RODS FOR VERTICAL BENDS ROD SIZE FITTING SIZE EMBEDNENT 12" AND LESS 18 30" 36" 14"-16" 18 CITY OF LOWELL 1. CONCRETE BLOCKING TO BE POURED AGAINST UNDISTURBED EARTH. 2. ALL CONCRETE TO BE CLASS 2400 MINIMUM. THRUST BLOCKING 1. INSTALL ISOLATION WATERIAL BETWEEN PIPE AND/OR FITTINGS BEFORE POURING CONCRETE BLOCKING 4. CONCRETE SHALL BE KEPT CLEAR OF ALL JOINTS AND 5. THE RODS SHALL BE DEPORMED CALVANIZED COLD ROLLED STEEL, 40000 PEI TENSILE STRENGTA. DATES DRAMONS NO. APRIL 2002 401

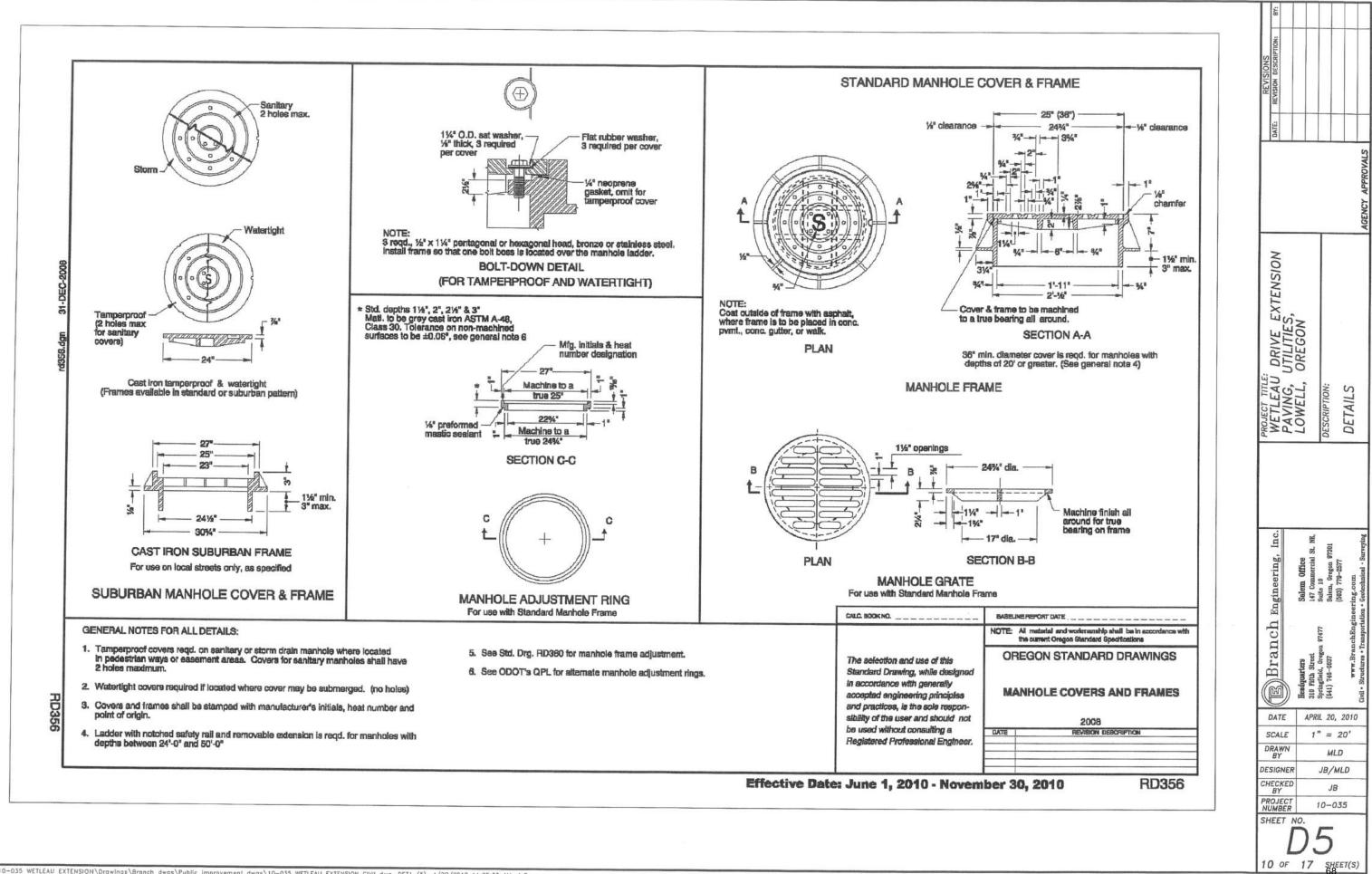


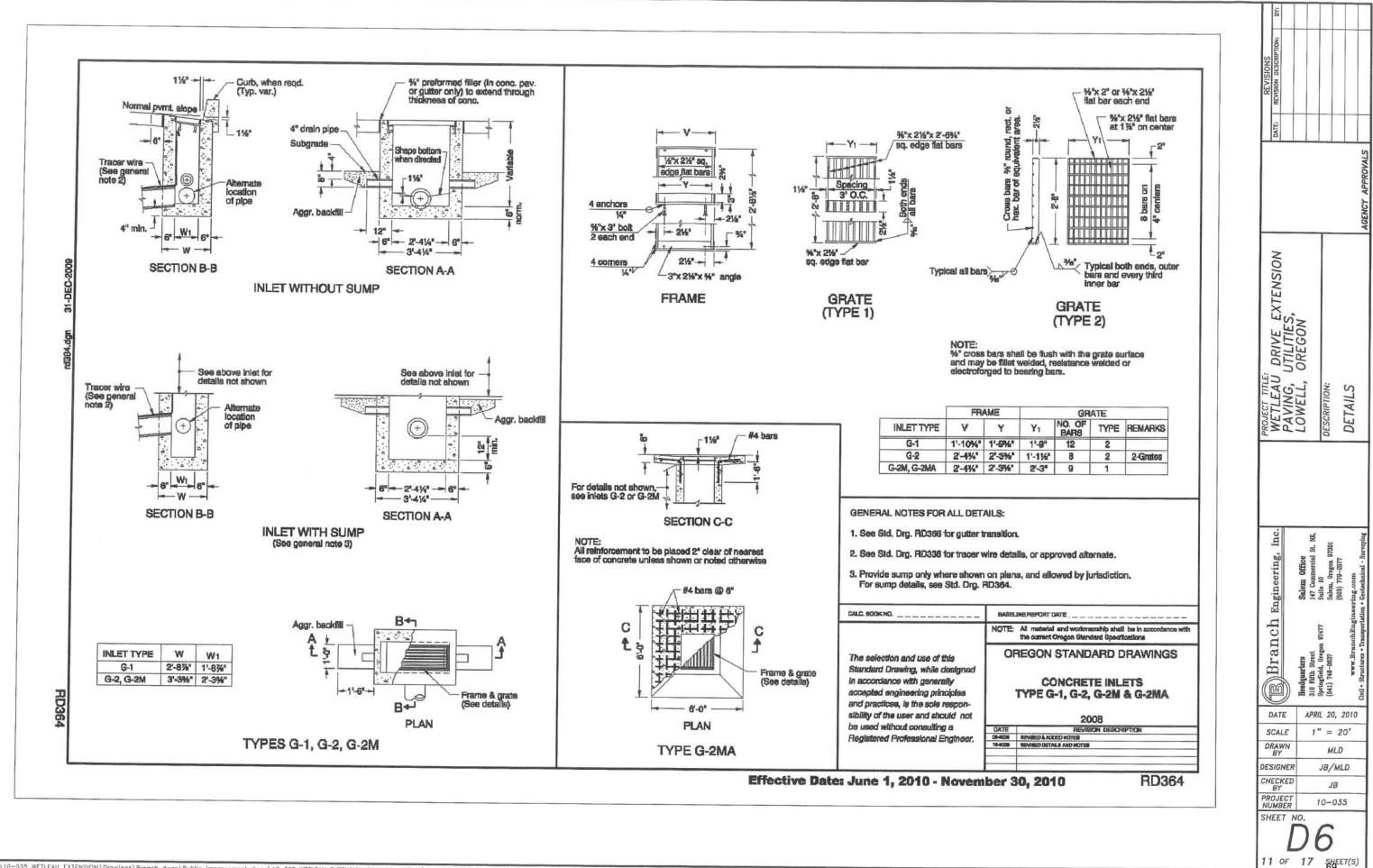


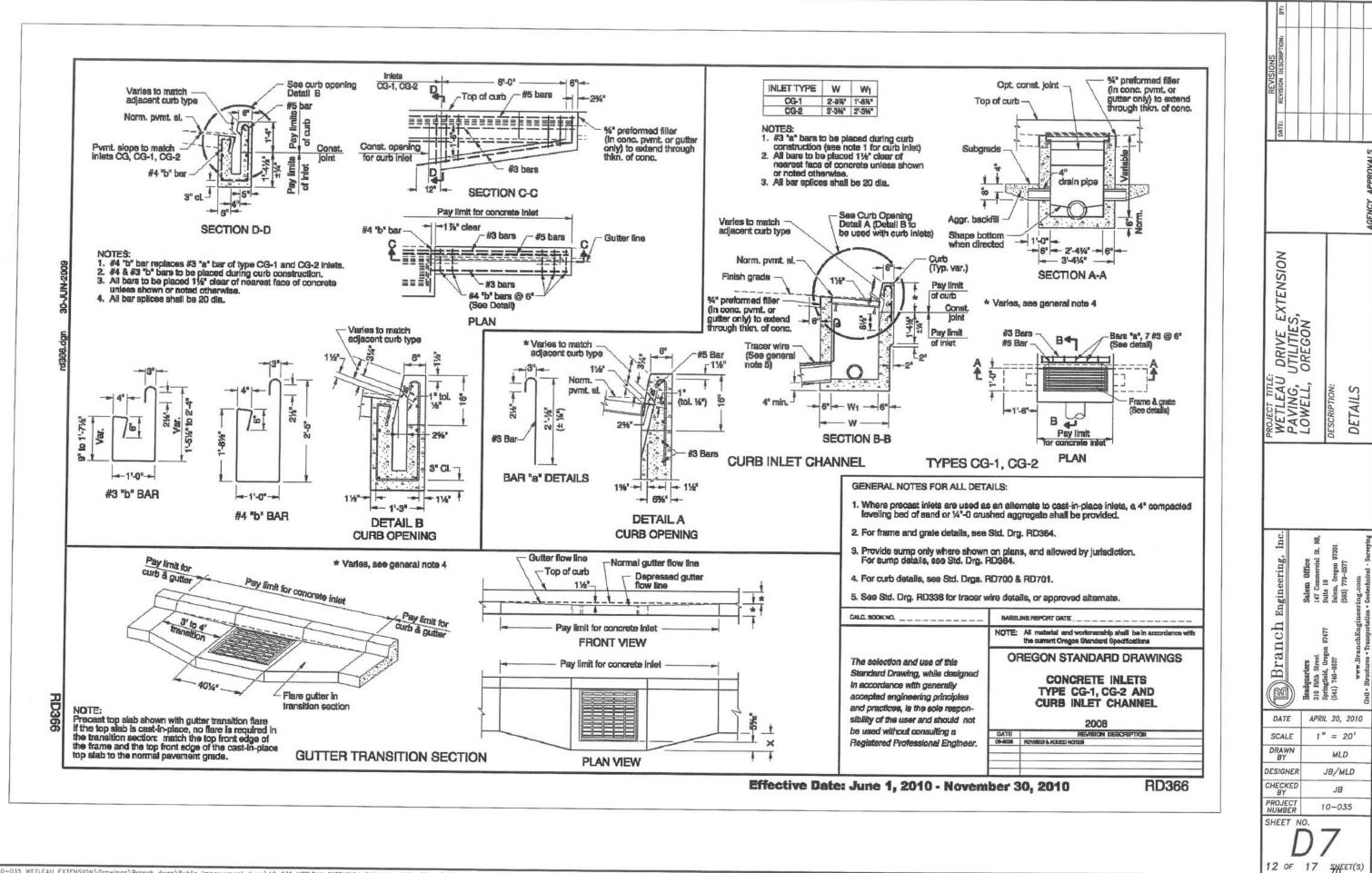


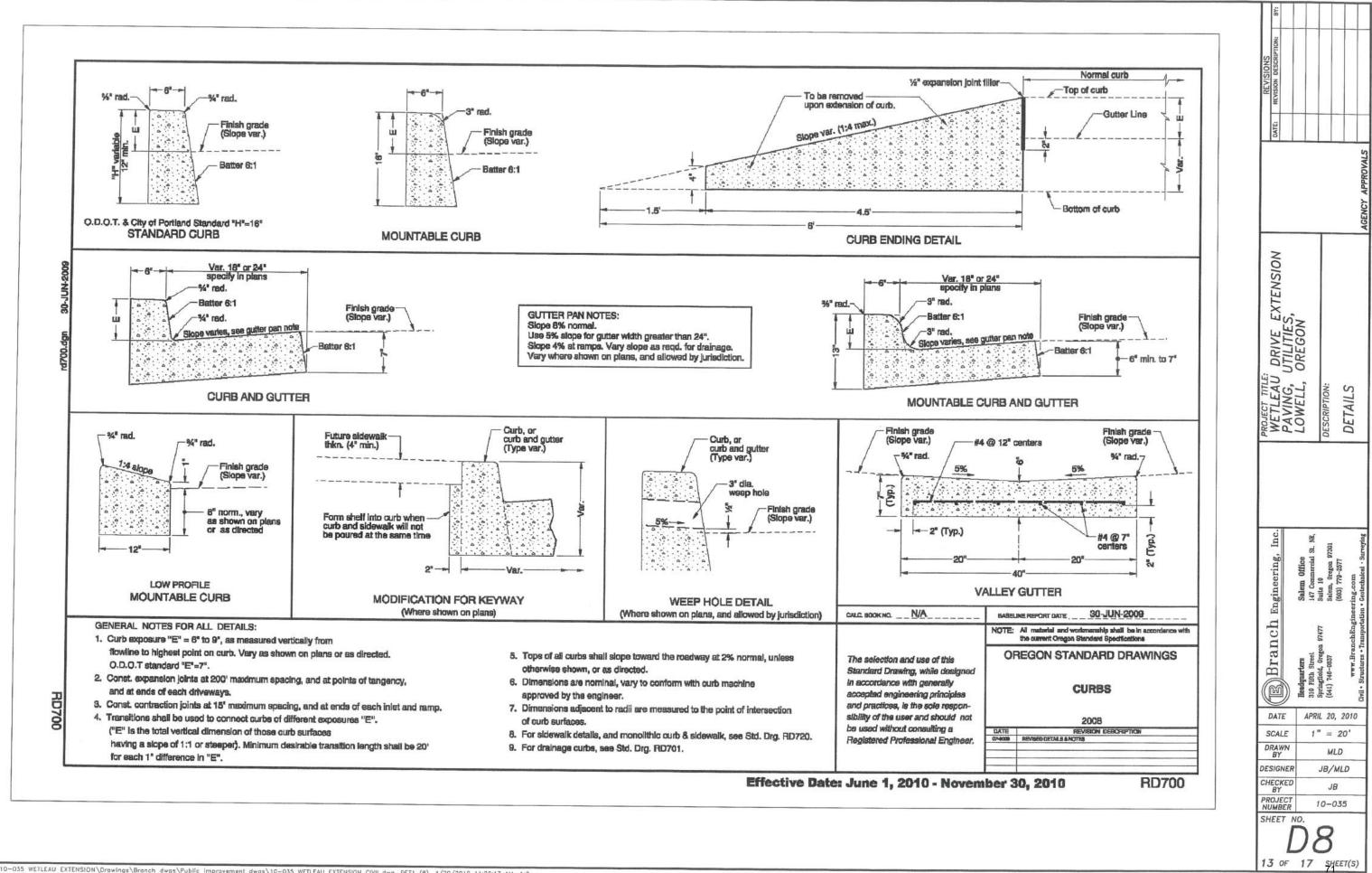
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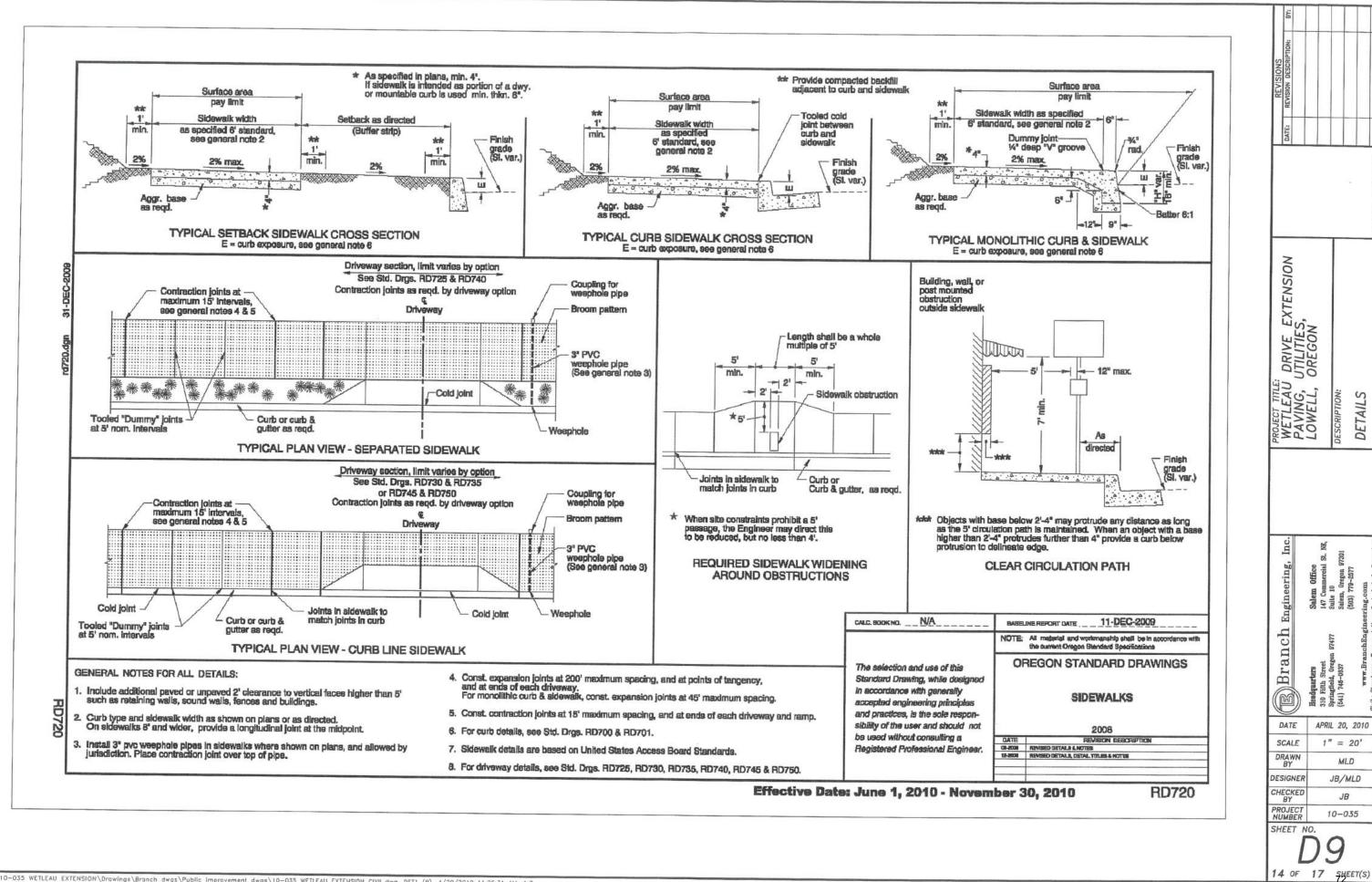


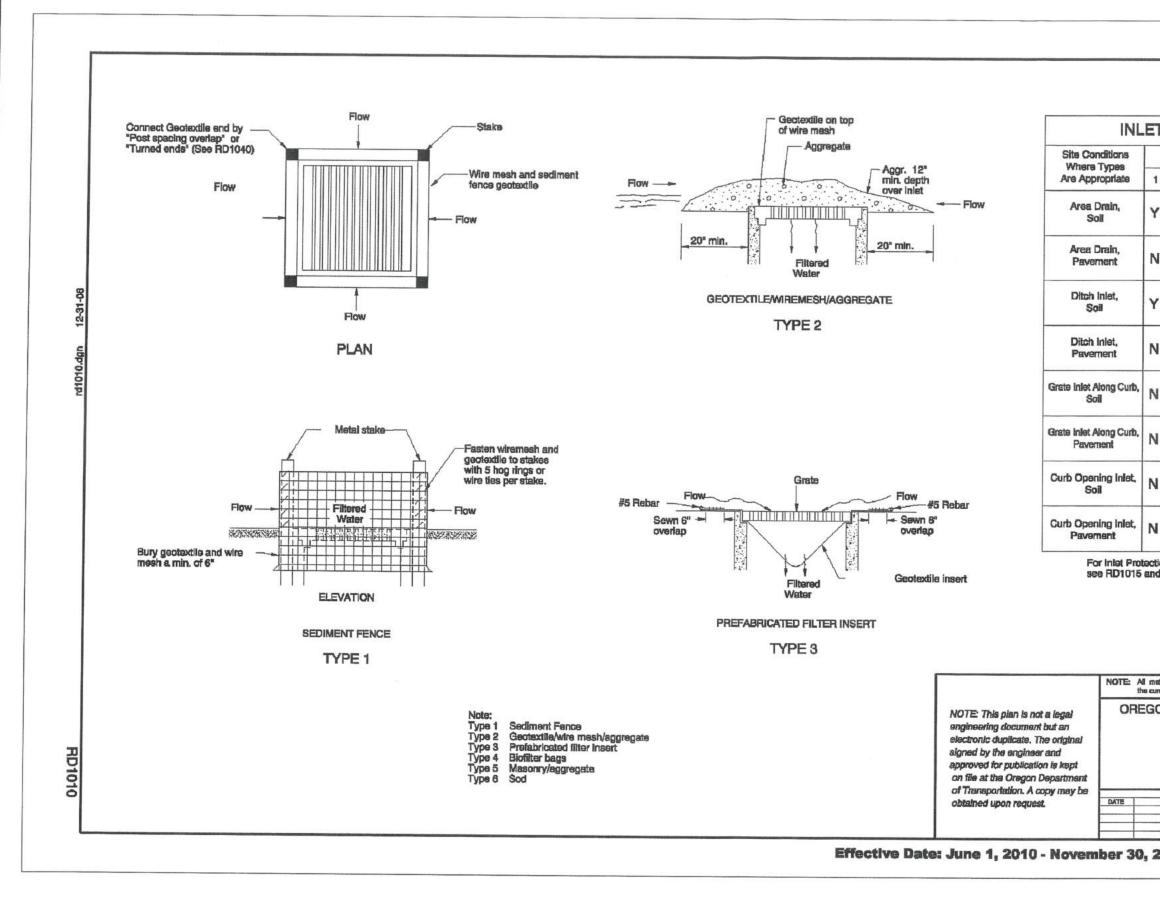




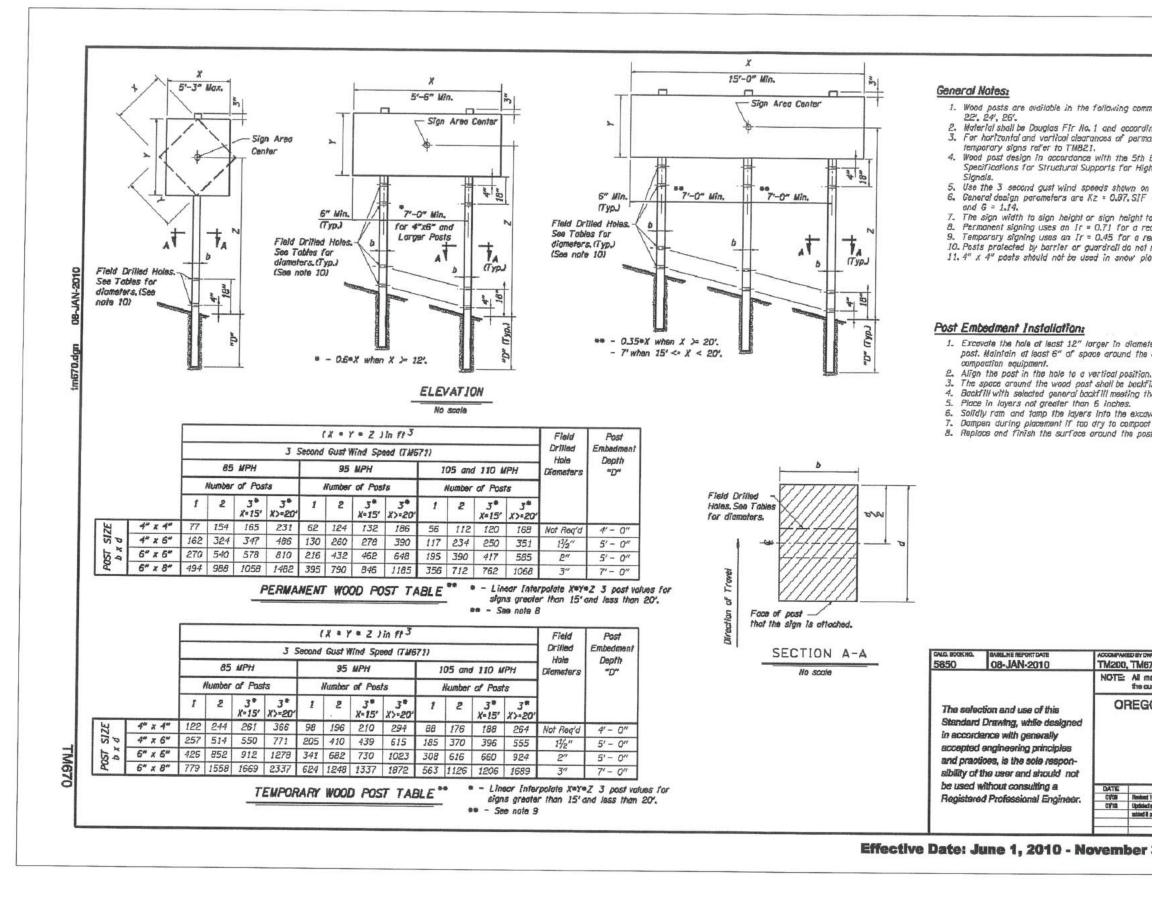




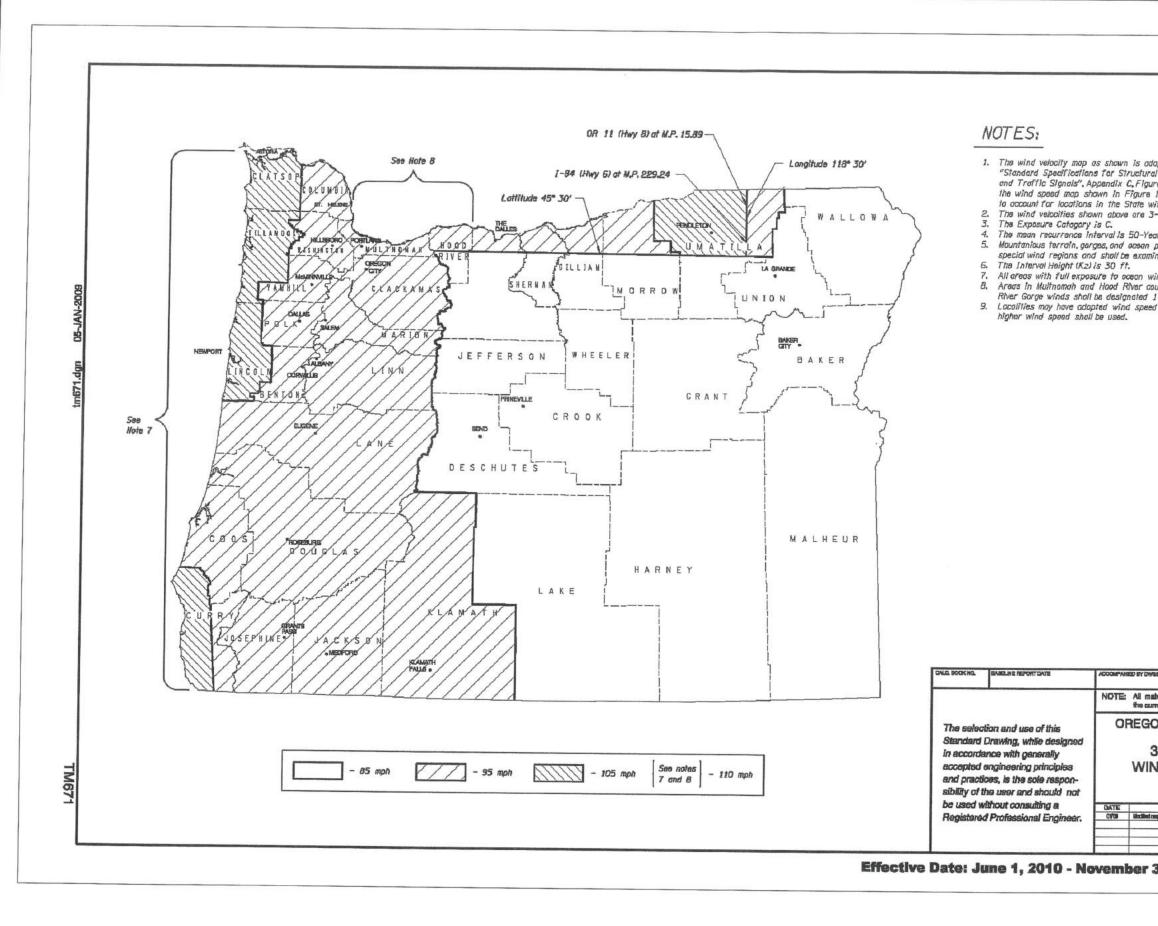




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ghway Signs, Luminaires, and Traffic on TM671 for the site specific sign location.	PPROV
² (duration factor) = 1.6, Cd (sign) = 1.20, to sign width ratio shall not exceed 5.0. recurrence interval of 10 waters	AGENCY APPROVALS
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adapted from AASHTO 2001 4th Edition – ral Supports for Highway Signs, Lumindires gure C-3 and Section 3, Figure 3-2. It uses a 1609 of the 2007 Oregon Structural Code with special wind regions. 3-Second Gust wind velocifies. 'ears. n promontories are classified as mined for unusual wind conditions.						AGENCY APPROVALS
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TRUST DEED

THIS TRUST DEED, made on day _____ of June, 2021, between JERRY VALENCIA and JULIE VALENCIA, AS TENANTS BY THE ENTIRETY as Grantor, CASCADE TITLE COMPANY, as Trustee, and ROY NELSON, as to an undivided 56.18% interest AND WILEY NELSON as to an undivided 43.82% interest, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Lane County, Oregon, described as:

Lots 1, 2, 4 and 23, Block 2, MERIDIAN PARK ADDITION, as platted and recorded in Book 15, Page 4, Lane County, Oregon Plat Records, in Lane County, Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ****FOUR HUNDRED FORTY-FIVE THOUSAND AND NO/100ths** Dollars, with interest thereon**, according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable July 01, 2026.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein or herein, shall become immediately due and payable. Said consent shall not be unreasonably withheld.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than the full insurable value, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with obligations

NOTE: The Trust Deed Act provides that the Trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company, or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under

ORS 696.505 to 696.585.

TRUST DEED

JERRY VALENCIA and JULIE VALENCIA

Grantor ROY NELSON AND WILEY NELSON

Beneficiary

After recording return to CASCADE TITLE COMPANY 811 WILLAMETTE STREET EUGENE OR 97401 TDDUETP (NRR) described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust deed including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decrees of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the

TDDUETP (NRR)

grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a) primarily for grantor's personal, family, or household purposes [NOTICE: Line out the warranty that does not apply]

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the Grantor or Beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

JERRY VALENCIA JULIE VALENCIA

State of Oregon County of Lane

This instrument was acknowledged before me on ______, 2021 by JERRY VALENCIA and JULIE VALENCIA.

(Notary Public for Oregon) My commission expires

TDDUETP (NRR)

ATTACHMENT E

TENTATIVE PLAN NARRATIVE

CONTACT INFORMATION

Applicant: Jerry Valencia	Phone: (541)
Civil Engineer: The Favreau Group, LLC	Phone: (541) 6
Date: 01-31-22	Map: 19-01-14

606-2571 683-7048 4-13-3700

REQUEST

The request is for approval of a 16-Lot Residential Subdivision to be constructed on TL 19-01-14-13-3700.

SECTION 9.226. – ACCOMPANING STATEMENTS

The tentative plan shall be accompanied by written statements from the applicant giving essential information regarding the following matters:

(a) Identify the adequacy and source of water supply including:

(1) Certification that water will be available to the lot line of each and every lot depicted on the Tentative Plan for a subdivision, or

(2) A bond, contract or other assurance by the applicant that a public water supply system will be installed by or on behalf of the applicant to each and every lot depicted on the Tentative Plan. The amount of such bond, contract or other assurance shall be determined by the City Council.

RESPONSE: There is an existing 8" water line on the west side and north side of Wetleau Drive that the proposed subdivision will connect. This water line can serve up to elevation 880 which includes all lots depicted in the proposed subdivision.

(b) Identify the proposed method of sewage disposal including:

(1) Certification that a sewage disposal system will be available to the lot line of each and every lot depicted on the Tentative Plan for a subdivision, or

(2) A bond, contract or other assurance by the applicant that a sewage disposal system will be installed by or on behalf of the applicant to each and every lot depicted on the Tentative Plan. The amount of such bond, contract or other assurance shall be determined by the City.

RESPONSE: There is an existing 8" sewage line in Wetleau Drive that the proposed subdivision will connect. This sewage line can serve all of the proposed lots. A bond, contract or other assurance by the applicant that a public sewage disposal system will be installed by or on behalf of the applicant as depicted on the Tentative Plan.

(c)Protective covenants, conditions and deed restrictions (CC&R'S) to be recorded, if any.

RESPONSE: CC&Rs may be recorded at the time of Final Plat.

(d) Identify all proposed public dedications including streets, pedestrian or bike ways, parks or open space areas.

RESPONSE: The Tentative Plan shows the proposed dedication of street right-of-way.

(e) Identify all public improvements proposed to be installed, the approximate time installation is anticipated and the proposed method of financing. Identify required improvements that are proposed to not be provided and the reason why they are not considered necessary for the proposed land division.

RESPONSE: The applicant is proposing to install public streets, street lights, water system, storm drain system, sewage disposal system and communication lines. The applicant is proposing to self-finance and begin installation the summer of 2022. There are no required improvements not being provided.

(f) A statement that the declarations required by ORS 92.075 on the final Plat can be achieved by the fee owner, vendor and/or the mortgage or trust deed holder of the property.

RESPONSE: The declarations required by ORS 92.075 on the Final Plat can be achieved by the fee owner.

(g) Proposed staged subdivisions or serial partitions shall be clearly identified on the application. A time schedule for future Platting shall also be submitted. The deciding authority may require a specific time schedule for approval.

RESPONSE: The proposed residential subdivision will be constructed under one phase.

SECTION 9.228 DECISION CRITERIA

A Partition Tentative Plan may be approved by the Planning Commission and a Subdivision Tentative Plan may be approved by the City Council. Approval shall be based upon compliance with the submittal requirements specified above and the following findings:

(a) That the proposed land division complies with applicable provisions of City Codes and Ordinances, including zoning district standards.

Response: The applicant is proposing to create a 16-lot subdivision. The underlying zoning classification is Single-Family residential and is consistent with the proposal. As seen on Sheet 1, all lots are above the minimum lot size, and lot width. The proposal includes three lots (lots 4, 5 and 9) that are panhandle (or "flag lots"). LDC Section 9.516 Access calls for every property to abut a street for a minimum of 16-feet, of which 12-foot must be paved, unless where the City approved an access to multiple lots sharing the same access in which case the total width must be at least 16-feet. The proposal complies with the applicable provision of City Codes and Ordinances, including zoning district standards.

(b) Where the proposed land division results in any lots or parcels that are at least two and one half times the allowed minimum lot size, the applicant has demonstrated that all such lots or parcels may be re-divided in the future to at least 80% of maximum density possible within current minimum lot sizes, existing site constraints, and requirements of this Code.

Response: The proposed property division will not result in lots that are larger than 2.5 times the minimum lot size.

(c) The applicant has demonstrated that the proposed land division does not preclude development on properties in the vicinity to at least 80% of maximum density possible within current minimum lot sizes, existing site conditions and the requirements of this Code.

Response: The adjacent properties are fully developed so therefore, this section does not apply.

(d) The proposed street plan:

(1) Is in conformance with City standards and with the Master Road Plan or other transportation planning document.

Response: The Master Road Plan does not show any additional street connections in this area.

(2) Provides for adequate and Safe traffic and pedestrian circulation both internally and in relation to the existing City street system.

Response: The proposed subdivision provides for adequate and safe traffic and pedestrian circulation along the looped street on to Wetleau Drive via sidewalks.

(3) Will not preclude the orderly extension of streets and utilities on undeveloped and underdeveloped portions of the subject property or on surrounding properties.

Response: The adjacent properties are fully developed so therefore, this section does not apply.

(e) Adequate public facilities and services are available to the site, or if public services and facilities are not presently available, the applicant has demonstrated that the services and facilities will be available prior to need, by providing at least one of the following:

(1) Prior written commitment of public funds by the appropriate public agency.

Response: No public funds are requested.

(2) Prior acceptance by the appropriate public agency of a written commitment by the applicant or other party to provide private services and facilities.

Response: No private services are proposed.

(3) A written commitment by the applicant of other party to provide for offsetting all added public costs or early commitment of public funds made necessary by development, submitted on a form acceptable to the City.

Response: No public funds are requested

(f) That proposed public utilities can be extended to accommodate future growth beyond the proposed land division.

Response: The adjacent properties are fully developed so therefore, this section does not apply.

(g) Stormwater runoff from the proposed land division will not create significant and unreasonable negative impacts on natural drainage courses either onsite or downstream, including, but not limited to erosion, scouring, turbidity, or transport of sediment due to increased peak flows and velocity.

Response: The existing drainage system in Wetleau Drive was designed to include the development of the subject land and therefore will accommodate this development.

(h) The proposed land division does not pose a significant and unreasonable risk to public health and safety, including but not limited to fire, slope failure, flood hazard, impaired emergency response or other impacts identified in Section 9.204(u).

Response: The proposed land division will be designed per the city code which was established to address the above mentioned risks.

SECTION 9.516 ACCESS

(a) Every property shall abut a street other than an alley for a minimum width of 16 feet, of which 12 foot must be paved, except where the City has approved an access to multiple lots sharing the same access in which case the total width must be at least 16 feet. No more than two properties may utilize the same access unless more are approved with the tentative plan.

RESPONSE: Lots 5 & 6 will share a common driveway and be at least 16 feet wide. Lot 9 will have a 20 foot wide access.

SECTION 9.526 BUILDING SITES

(d) Through Lots and Parcels: Through lots and parcels shall be avoided except where they are essential to the intended use.

RESPONSE: Lots 12 & 13 are through lots. These lots are essential due to the physical configuration of the overall parcel. Alternative layouts were examined to avoid the through lots, but several variances would be required for those layouts, therefore the through lots are essential to the intended use.

SECTION 9.631 SCOPE.

This Section shall apply to all areas of the City where the slope of the land is 15 percent or greater. In all areas of the City, concurrent with application for a building permit, excavation or fill permit or land division, the applicant shall provide elevation data adequate to determine slope

characteristics of the property or portions thereof being developed. If the City determines that the property does have areas of 15 percent slope or greater, then the proposed development shall, in addition to other applicable City ordinances, rules and regulations, also be reviewed for compliance with the requirements of Sections 9.630 through 9.635.

RESPONSE: Lots 9, 10, 12, 14 – 16 have portions that contain slopes over 15% as shown on the Conceptual Grading Plan. Sections 9.630 through 9.635 shall be reviewed during the building permit process.

Applicant: Jerry Valencia Civil Engineer: The Favreau Group, LLC Date: 02-10-22 Map: 19-01-14-13-3700

Additional Responses to City Code:

(g) Alignment: As far as is practicable, streets shall be in alignment with existing streets by continuations of the center lines thereof. Staggered street alignment resulting in "T "intersections shall, wherever practical, leave a minimum distance of 260 feet between the center lines of streets having approximately the same direction.

Response: There are no existing streets that stub to the site therefore the street continuation does not apply. Both "T" intersections are on the same side of the street and not an alignment of one street, so this is not a staggered street alignment, so therefore this does not apply.

(i) Intersection Angles: Streets shall be laid out to intersect at angles as near to right angles as practical except where topography require a lesser angle, but in no case shall the acute angle be less than 60 degrees unless there is a special intersection design.

Response: The easterly intersection is about 89 degrees and the west centerline intersection is radial to the centerline of Wetleau Dr. so therefore it is at 90 degrees.

ATTACHMENT F

OF OF OF OF

Wetland Land Use Notice Response

Response Page

Department of State Lands (DSL) WN#*

WN2021-1233

Responsible Jurisdiction

Staff Contact Henry Hearley Local case file # LU 2021 13 Activity Location	1	Jurisdiction Type City Coun Lane	Municipalit Lowell	ţy
Township	Range	Section	QQ section	Tax Lot(s)
19S	01W	14		1400
Street Address				
18 new lots on Wetlea	u Dr			
Address Line 2				
City		State / Provin	ice / Region	
Postal / Zip Code		Country		
		Lane		
Latitude		Longi	itude	
43.918793		-122.7	776007	

Wetland/Waterway/Other Water Features

There are/may be wetlands, waterways or other water features on the property that are subject to the State Removal-Fill Law based upon a review of wetland maps, the county soil survey and other available information.

Your Activity

A state permit will not be required for the proposed project because, based on the submitted site plan, the project avoids impacts to jurisdictional wetlands, waterways, or other waters.

Applicable Oregon Removal-Fill Permit Requirement(s)

✓ A state permit is required for 50 cubic yards or more of fill removal or other ground alteration in wetlands, below ordinary high water of waterways, within other waters of the state, or below highest measured tide.

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Closing Information

Additional Comments

A removal-fill permit/Wetland Land Use notice is not needed for just a tax lot partition. If resources are indicated on the SWI/Lowell LWI, and ground disturbance is proposed, feel free to send in a WLUN. Please contact me with any further questions.

This is a preliminary jurisdictional determination and is advisory only.

This report is for the State Removal-Fill law only. City or County permits may be required for the proposed activity.

▼ A Federal permit may be required by The Army Corps of Engineers: (503)808-4373

Contact Information

- For information on permitting, use of a state-owned water, wetland determination or delineation report requirements please contact the respective DSL Aquatic Resource, Proprietary or Jurisdiction Coordinator for the site county. The current list is found at: http://www.oregon.gov/dsl/ww/pages/wwstaff.aspx
- The current Removal-Fill permit and/or Wetland Delineation report fee schedule is found at: https://www.oregon.gov/dsl/WW/Documents/Removal-FillFees.pdf

Response Date

12/7/2021

Response by:

Matthew Unitis

Response Phone: 503-986-5262

~

ATTACHMENT G

FEB 0 4 2022

AFFIDAVIT OF MAILING

LANE COUNCI L OF GOVERNMENTS 859 Willamette Street. Suite 500 Eugene, OR 97401

I, Henry Hearley, contracted planner, depose and state that I mailed, by regular first-class mail, on FEBURARY 4, 2022, a notice of a public hearing for a Tentative Subdivision Plan (Lake Town Subdivision) at Map and Tax Lot 19-01-14-13-03700, known as the LU 2021 13 in the City of Lowell to the addresses contained herein.

Signature Hehry Heurley Print Nar

LOOKOUT POINT LLC 40160 E FIRST ST Lowell, OR 97452

ROGERS JOSHUA J 539 E 1ST ST Lowell, OR 97452

PIERCE FAMILY TRUST 515 SUNRIDGE LN Lowell, OR 97452

VALENCIA JERRY & JULIE 11 N ALDER ST Lowell, OR 97452

JURASEVICH ROBERT & DIANA PO BOX 42027 Eugene, OR 97404

KOZUMA LILIA 36058 ENTERPRISE RD Creswell, OR 97426

WHITE MARK ALLEN & GWENDOLYN MADGE 160 WETLEAU DR Lowell, OR 97452

FLANARY KOLBY & JODIE 466 E 1ST ST Lowell, OR 97452

SHOOT RICK & SUSAN PO BOX 298 Lowell, OR 97452

NEET MICHAEL J 436 E 1ST ST Lowell, OR 97452 CITY OF LOWELL PO BOX 490 Lowell, OR 97452

ELLICKSON STEVEN R & DONNA 536 E 1ST ST Lowell, OR 97452

JUHLIN FAMILY TRUST 503 SUNRIDGE LN Lowell, OR 97452

FINCH KEVIN D 183 WETLEAU DR Lowell, OR 97452

BENNETT MARK GORDON 512 SUNRIDGE LN Lowell, OR 97452

HENTON BRYANT D & LAURA A 3335 HARLOW RD Eugene, OR 97401

LISTER JASON W & VICTORIA L 409 E 1ST ST Lowell, OR 97452

JACKSON DONALD P & RITA M PO BOX 344 Lowell, OR 97452

PELROY DANIEL L & DIANNA A PO BOX 341 Lowell, OR 97452

MARTIN ROBERT & LINDA KAY PO BOX 134 Lowell, OR 97452 PLISKA DANIEL J & KATHLENE A 13289 SE TUMBLEWEED CT Happy Valley, OR 97086

FLINT-GERNER APRILLE 542 E 1ST ST Lowell, OR 97452

HANSEN FAMILY REV LIV TRUST 191 WETLEAU DR Lowell, OR 97452

SCHWENDIMAN BRANT 165 WETLEAU DR Lowell, OR 97452

LITTON AVA M 172 WETLEAU DR Lowell, OR 97452

BRAZILL JOE & JASMINE 156 WETLEAU DR Lowell, OR 97452

WHITE DAVID LEE & THERESA A PO BOX 478 Lowell, OR 97452

CARROLL GWENDOLYN 429 E 1ST ST Lowell, OR 97452

KAHLER LUCIA & ALEX 446 E 1ST ST Lowell, OR 97452

LANDIN GREGORY M & SIGNE L 439 E 1ST ST Lowell, OR 97452 ROBERTS KORY ALLEN 456 E 1ST ST Lowell, OR 97452

BUCHHOLZ BRUCE E & PAMELA J 422 E 1ST ST Lowell, OR 97452

SIEGEL HERLINDA 398 E 1ST ST Lowell, OR 97452

WISEMAN LEON F III & NANCY M 495 E 1ST ST Lowell, OR 97452

HERN STEVEN P & BRANDY L 40 TRAILBLAZER CT Lowell, OR 97452

MCBEE MARY LYNN 49 WETLEAU DR Lowell, OR 97452

HOLLENBERRY JEFFREY S L & AMY L 81 WETLEAU DR Lowell, OR 97452

BAINES GIENIA L PO BOX 26 Dexter, OR 97431

CANTWELL JOHNNY RAY 84 WETLEAU DR Lowell, OR 97452

WHITNEY HEATHER 50 WETLEAU DR Lowell, OR 97452 GILLILAND JEFFERY J & CYNTHIA D PO BOX 1132 Fall Creek, OR 97438

LOIS MAY ROYCE TRUST 424 E 1ST ST Lowell, OR 97452

POST ISAAK J & JOHNSON CAITLIN E 465 E 1ST ST Lowell, OR 97452

RICHMAN CHRISTINE R 10 TRAILBLAZER CT Lowell, OR 97452

HERN JOINT TRUST 40 TRAILBLAZER CT Lowell, OR 97452

MCNAMEE ZACHARY DANIEL & JANET LEA 61 WETLEAU DR Lowell, OR 97452

WINTERS KERRI L 97 WETLEAU DR #9 Lowell, OR 97452

CLAY RICHARD ANDREW & ANNE MARIE 707 55TH PL Springfield, OR 97478

MURRAY JIMMY LEE & KRISTIN EVERETT 72 WETLEAU DR Lowell, OR 97452 COURTNEY TRAVIS O PO BOX 389 Lowell, OR 97452

HAMPTON GREGORY CLARK & LISA AILEEN 396 E 1ST ST Lowell, OR 97452

DOAN RANDY R 475 E 1ST ST Lowell, OR 97452

SILEBI BENJAMIN M & REBECCA J PO BOX 484 Lowell, OR 97452

CORL JEFFERY L PO BOX 420 Lowell, OR 97452

BEAUDRO STORMY LEE 73 WETLEAU DR Lowell, OR 97452-9500

COLEMAN JONATHAN SHANE & JESSICA RAE 98 WETLEAU DR Lowell, OR 97452

THOMPSON MONICA L 92 WETLEAU DR Lowell, OR 97452

GANIEANY MICHAEL E & AMANDA I 60 WETLEAU DR Lowell, OR 97452

CITY OF LOWELL NOTICE OF PUBLIC HEARING Mailing Date <u>February 4, 2022</u>

Notice is hereby given for a Public Hearing by the Lowell Planning Commission and City Council for a **16-lot subdivision** of a property located at 19-01-14-13 Tax Lot 03700. Per Lowell Development Code, a subdivision requires a recommendation by Planning Commission forwarded onto City Council for final action. The dates for the Planning Commission and City Council hearings are listed below.

The Planning Commission Hearing will occur on March 2, 2022, at 7:00 P.M.

The City Council Hearing will occur on March 15, 2022, at 7:00 P.M.

The hearing will occur at 70 North Pioneer Street. A remote option will also be available via Zoom. To receive the Zoom link please contact the City Administrator by 3PM on March 2.

Requested Action: Creation of a 16- lot Subdivision for residencesOwner/Applicant: Jerry and Julie ValenciaApplicant's Representative: Anthony Favreau, PE, The Favreau Group.Property Location: No AddressAssessor Map:19-01-14-13Tax Lot:03700Existing Area:3.47 acresExisting Zone:R-1, Single Family Residential

The Lowell Land Use Development Code specifies the applicable procedures and criteria for evaluation of the requested action. Applicable Code Sections include <u>Section 9.204 Application Site Plan, Section 9.220 Subdivision or Partition Tentative Plan, Section 9.223 General Information, Section 9.520 Storm Drainage, Section 9.516 Access, Section 9.517 Streets, Section 9.518 Sidewalks, Section 9.236 <u>Dedication Requirements, and Section 9.630 Hillside Development.</u> Additional criteria may be identified and incorporated into the Staff Report. The specific criteria will be addressed in the Staff Report. See map on reverse.</u>

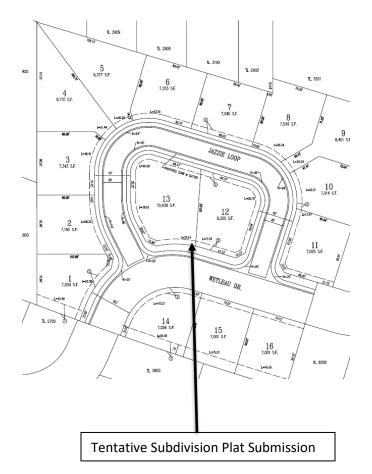
A copy of the Application, all documents and evidence relied upon by the Applicant and the Staff Report containing the applicable criteria will be available for inspection at the Lowell City Hall at least seven days prior to the public hearing meeting. The application and all applicant maps are available for anyone to inspect at City Hall or by calling or emailing Henry Hearley or Jeremy Caudle. See below for contact information. Copies provided at cost of printing.

Failure of an issue to be raised in the Hearing or by letter, or failure to provide sufficient detail to afford the decision makers an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals (LUBA) on that issue.

A Subdivision requires a Public Hearing (dates noted above). Oral testimony may be presented at the Hearing in person, via Zoom or written testimony may be delivered or mailed to the Lowell City Hall located at 107 East Third Street, Lowell, Oregon 97452 or emailed to Jeremy Caudle, City Administrator, at <u>Caudle@ci.lowell.or.us.</u> Or to Henry Hearley, Lane Council of Governments, 859 Willamette Street, Suite 500, Eugene, OR, 97401, <u>hhearley@lcog.org</u> 541-682-3089.

Written Testimony shall be received by the City no later than 3:00 pm on February 23, 2022, to be included in the Staff Report.

For additional information please write to City Hall at the above address or call City Hall at (541) 937-2157 or fax to 541-937-2066, or to Henry Hearley or Jeremy Caudel at the address listed in this notice.





Subject Property

ATTACHMENT H

HEARLEY Henry O

From:	
Sent:	
To:	
Subject:	

Matt Wadlington <Mwadlington@civilwest.net> November 8, 2021 12:13 PM HEARLEY Henry O RE: Referral comment request for subdivision in Lowell, OR

CAUTION: This email originated from outside the organization. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Henry,

I don't have anything specific I'm looking for, just how they're planning on meeting the stormwater requirements. It doesn't look like they've planned for any detention ponds, so I'd look to see pre and post development flows and how they're mitigating that.

-Matt

Matt Wadlington, PE, *Principal Willamette Valley Regional Manager* Licensed in OR, WA, CA

d 541.982.4373 | c 520.444.4220



Civil West Engineering Services, Inc. 200 Ferry St. SW, Albany, OR 97321 p 541.266.8601 www.civilwest.com

From: HEARLEY Henry O <HHEARLEY@Lcog.org>
Sent: Monday, November 8, 2021 12:06 PM
To: Matt Wadlington <Mwadlington@civilwest.net>
Subject: RE: Referral comment request for subdivision in Lowell, OR

Thank you, Matt!

Is there something you'd like to see with respect to drainage? They have submitted a Geotech that was done for that entire area back when it was first developed as part of the Sunridge Subdivision (Geotech attached here). Henry

From: Matt Wadlington <<u>Mwadlington@civilwest.net</u>>
Sent: November 8, 2021 11:56 AM

To: HEARLEY Henry O <<u>HHEARLEY@Lcog.org</u>>; TAYLOR Becky <<u>becky.taylor@lanecountyor.gov</u>>; Alycia Lenzen
<alycia.lenzen-hammerel@lanecountyor.gov>; Lon Dragt (<u>dragt2300@gmail.com</u>) <<u>dragt2300@gmail.com</u>>; ODOT Reg
2 Planning Manager <<u>ODOTR2PLANMGR@odot.state.or.us</u>>; Max Baker <<u>mbaker@ci.lowell.or.us</u>>
Cc: CAUDLE Jeremy <<u>JCaudle@ci.lowell.or.us</u>>
Subject: RE: Referral comment request for subdivision in Lowell, OR

CAUTION: This email originated from outside the organization. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Henry,

Thanks for the email. I agree, this doesn't seem complete without a tentative plan showing public (streets, water, sewer, storm) improvements. Given the amount of topography on this and neighboring parcels, I'd also want to see preliminary grading plans.

Regarding the plans that were submitted, I believe those are just the plans for the existing Wetleau Drive. I don't have a problem with them being 12 years old since they're not going to be used for construction. However, I would reiterate my comment from the pre-application meeting about needing to reconstruct the north side of Wetleau to meet City standards.

-Matt

Matt Wadlington, PE, *Principal Willamette Valley Regional Manager* Licensed in OR, WA, CA d 541.982.4373 | c 520.444.4220



200 Ferry St. SW, Albany, OR 97321 p 541.266.8601 <u>www.civilwest.com</u>

From: HEARLEY Henry O <<u>HHEARLEY@Lcog.org</u>>

Sent: Monday, November 8, 2021 11:29 AM To: TAYLOR Becky <<u>becky.taylor@lanecountyor.gov</u>>; Alycia Lenzen <<u>alycia.lenzen-hammerel@lanecountyor.gov</u>>; Lon Dragt (<u>dragt2300@gmail.com</u>) <<u>dragt2300@gmail.com</u>>; ODOT Reg 2 Planning Manager <<u>ODOTR2PLANMGR@odot.state.or.us</u>>; Matt Wadlington <<u>Mwadlington@civilwest.net</u>>; Max Baker <<u>mbaker@ci.lowell.or.us</u>> Cc: CAUDLE Jeremy <<u>JCaudle@ci.lowell.or.us</u>>

Subject: RE: Referral comment request for subdivision in Lowell, OR

Apologies – attached are the application materials.

Henry

From: HEARLEY Henry O
Sent: November 8, 2021 11:27 AM
To: 'TAYLOR Becky' <<u>becky.taylor@lanecountyor.gov</u>>; Alycia Lenzen <<u>alycia.lenzen-hammerel@lanecountyor.gov</u>>; Lon
Dragt (<u>dragt2300@gmail.com</u>) <<u>dragt2300@gmail.com</u>>; 'ODOT Reg 2 Planning Manager'
<<u>ODOTR2PLANMGR@odot.state.or.us</u>>; 'Matt Wadlington' <<u>Mwadlington@civilwest.net</u>>; 'Max Baker'
<<u>mbaker@ci.lowell.or.us</u>>
Cc: CAUDLE Jeremy <<u>JCaudle@ci.lowell.or.us</u>>
Subject: Referral comment request for subdivision in Lowell, OR
Importance: High

All:

The City of Lowell is respectfully requesting comments on a proposed subdivision in Lowell, Oregon. Upon initial review of the application materials, it is evident to staff that the application is incomplete. There is no tentative subdivision plat, no proposed subdivision name, no road improvement plans for the two cul-de-sacs, and the public improvement plans that are submitted are nearly 12 years old. These are a few of the comments the staff will include in the applicant's incompleteness letter. If your agency has any comments for the applicant, please let me know by November 23, 2021. If you require additional information for your review, please indicate what information you need so that I may relay that to the applicant.

Respectfully,

Henry

Henry O. Hearley Associate Planner Lane Council of Governments <u>hhearley@lcog.org</u> 541-682-3089

HEARLEY Henry O

From:	Matt Wadlington <mwadlington@civilwest.net></mwadlington@civilwest.net>
Sent:	February 1, 2022 1:49 PM
То:	HEARLEY Henry O
Cc:	CAUDLE Jeremy; CALLISTER Jacob (LCOG); Max Baker
Subject:	RE: Jerry Valencia Tentative Subdivision Submittal

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Hi Henry,

I had a chance to look over the Tentative Subdivision Submittal this morning and have the following comments. In general, I'm OK with the completeness of the application from my perspective.

- Sidewalk will need to be built on both sides of Wetleau Dr.
- It's not explicitly stated in the application, but this project will require widening of Wetleau Dr on the west and north sides to meet the cross section on either side of the proposed development.
- I'm OK with the drainage report/statement provided, but would like to express some concern over the drainage behind the lots on the western side (lots 1-4). These lots naturally drain to the southwest, so would drain off the proposed subdivision. In general, the storm drainage system in Wetleau Dr has capacity to accept the increase in water, but we need to make sure that there is no increase in runoff along the western boundary. Ideally, I'd like to see all of the runoff routed to the storm system. This may require more detailed grading design along that property line.
- It is unclear from the grading plan if it has been accounted for or not, but at the bottom end of the new loop, where it connects to Wetleau Dr, we'll need to see a relatively flat spot at the bottom where cars will stop (landing pad).

Matt Wadlington, PE, *Principal Willamette Valley Regional Manager* Licensed in OR, WA, CA d 541.982.4373 | c 520.444.4220



200 Ferry St. SW, Albany, OR 97321 p 541.266.8601 www.civilwest.com

From: ANTHONY J FAVREAU <favreaugroup@msn.com> Sent: Tuesday, February 1, 2022 8:19 AM To: HEARLEY Henry O <HHEARLEY@Lcog.org>; jerryv bridgewaycontracting.com <jerryv@bridgewaycontracting.com> Cc: CAUDLE Jeremy <JCaudle@ci.lowell.or.us>; Matt Wadlington <Mwadlington@civilwest.net>; CALLISTER Jacob (LCOG) <jcallister@lcog.org>; Max Baker <mbaker@ci.lowell.or.us> Subject: RE: Jerry Valencia Tentative Subdivision Submittal

Henry,

Attached are the revised maps, narrative and a Drainage Study. I added a fire hydrant to the middle of the new street. I have submitted to Lane County the Plat Name for approval. Let me know if you need anything else.

Thanks, **Tony Favreau** 541-683-7048

From: HEARLEY Henry O <HHEARLEY@Lcog.org> Sent: Monday, January 31, 2022 3:57:03 PM To: jerryv bridgewaycontracting.com < jerryv@bridgewaycontracting.com>; ANTHONY J FAVREAU <favreaugroup@msn.com> Cc: CAUDLE Jeremy <JCaudle@ci.lowell.or.us>; Matt Wadlington <Mwadlington@civilwest.net>; CALLISTER Jacob (LCOG) <jcallister@lcog.org>; Max Baker <mbaker@ci.lowell.or.us> Subject: RE: Jerry Valencia Tentative Subdivision Submittal

Thank you for the revised plans, Jerry and Tony. One other thing that was brought up at the pre-app meeting was the location of fire hydrants. I may be wrong, but I didn't see any proposed locations of fire hydrants.

Henry

From: jerryv bridgewaycontracting.com < jerryv@bridgewaycontracting.com > Sent: January 31, 2022 3:29 PM To: HEARLEY Henry O <HHEARLEY@Lcog.org>; ANTHONY J FAVREAU <favreaugroup@msn.com> Cc: CAUDLE Jeremy <JCaudle@ci.lowell.or.us>; Matt Wadlington <Mwadlington@civilwest.net>; CALLISTER Jacob (LCOG) <jcallister@lcog.org>

Subject: Re: Jerry Valencia Tentative Subdivision Submittal

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We will attach to the existing storm water system that Mia had approved by the city of Lowell. We have given Max both sets of drawing with the

Jerry Valencia **Owner/PM/Estimator** Bridgeway Contracting, LLC CCB #176939

From: HEARLEY Henry O <<u>HHEARLEY@Lcog.org</u>> Sent: Monday, January 31, 2022 3:26:25 PM

To: ANTHONY J FAVREAU <<u>favreaugroup@msn.com</u>>

Cc: jerryv bridgewaycontracting.com <<u>jerryv@bridgewaycontracting.com</u>>; CAUDLE Jeremy <<u>JCaudle@ci.lowell.or.us</u>>; Matt Wadlington <<u>Mwadlington@civilwest.net</u>>; CALLISTER Jacob (LCOG) <<u>jcallister@lcog.org</u>> **Subject:** RE: Jerry Valencia Tentative Subdivision Submittal

Received. Thank you, Tony.

One thing I noticed that I wanted to bring to your attention is that lots 12 and 13 are through lots. Through lots in Lowell shall be avoided except when they are essential to the intended land use. Now, I think there's an argument the through lots are essential to the new layout because the previous layout would have required variances. So that being said, if you could please add a discussion as to why through lots are essential to the layout to the narrative, that would be appreciated.

We are still reviewing the new plans, but one think we still need for technical completeness is how you're proposing to meet stormwater requirements, in particular, the City would like to see pre and post development peak flows and how you're mitigating that.

I understand paper copies of the revised plans were dropped off at the City today – thank you for that. We'll send a copy to the City Engineer.

Henry

From: ANTHONY J FAVREAU <<u>favreaugroup@msn.com</u>>
Sent: January 29, 2022 1:00 PM
To: HEARLEY Henry O <<u>HHEARLEY@Lcog.org</u>>
Cc: jerryv bridgewaycontracting.com <<u>jerryv@bridgewaycontracting.com</u>>; CAUDLE Jeremy <<u>JCaudle@ci.lowell.or.us</u>>;
Matt Wadlington <<u>Mwadlington@civilwest.net</u>>
Subject: RE: Jerry Valencia Tentative Subdivision Submittal

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Henry,

We have decided to revise the Tentative Map so all of the lots conform to the City lot standards. Also, we are able to meet the fire truck turning radius. Let me know if you need anything else.

Thanks,

Tony Favreau 541-683-7048

From: <u>HEARLEY Henry O</u> Sent: Friday, January 28, 2022 1:24 PM To: <u>ANTHONY J FAVREAU</u> Cc: <u>jerryv bridgewaycontracting.com</u>; <u>CAUDLE Jeremy</u> Subject: RE: Jerry Valencia Tentative Subdivision Submittal

Thank you, Tony.

Yes, you may request a variance to the lot depth standards. The variance must be able to meet the approval criteria for a variance. A variance will be heard by the Planning Commission and can happen concurrently with the subdivision. A variance is a separate application and fee. The variance criteria are attached here.

Are there any lots that are below the minimum 60-foot lot width (65 for corner lots)? Similar to how you can find lot depth for irregular lots, see the attached for how you can find lot width for irregular lots.

Let me know if you need anything else.

Henry

From: ANTHONY J FAVREAU <<u>favreaugroup@msn.com</u>> Sent: January 28, 2022 10:25 AM To: HEARLEY Henry O <<u>HHEARLEY@Lcog.org</u>> Cc: jerryv bridgewaycontracting.com <<u>jerryv@bridgewaycontracting.com</u>> Subject: RE: Jerry Valencia Tentative Subdivision Submittal

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Henry,

The Lot Depths are as follows:

Lot 3 = 72.5' Lot 7 = 64' Lot 9 = 63.4' Lot 13 = 62'

Can we ask for a variance on the lot depths? If not, we will probably lose 2 - 3 lots.

Thanks, Tony Favreau 541-683-7048

From: HEARLEY Henry O <<u>HHEARLEY@Lcog.org</u>> Sent: Friday, January 28, 2022 9:57:02 AM To: ANTHONY J FAVREAU <<u>favreaugroup@msn.com</u>> Subject: RE: Jerry Valencia Tentative Subdivision Submittal

Tony:

I am looking at the plans a little more in depth now. We will have comments back to you sooner than later. One thing I just wanted to quickly have you calculate for me is the lot depth of lots 3 and 9. The minimum lot depth is 80-feet. Those two lots are not your typical lot configuration so lot depth is calculated by finding the midpoint of the front property and rear property line, then connecting those two points with a line – the length of that line is lot depth.

https://qcode.us/codes/sealbeach/view.php?topic=11-i-11_1_15-11_1_15_030

Henry

From: ANTHONY J FAVREAU <<u>favreaugroup@msn.com</u>>
Sent: January 28, 2022 8:39 AM
To: HEARLEY Henry O <<u>HHEARLEY@Lcog.org</u>>; CAUDLE Jeremy <<u>JCaudle@ci.lowell.or.us</u>>
Cc: jerryv bridgewaycontracting.com <<u>jerryv@bridgewaycontracting.com</u>>; Matt Wadlington
<<u>Mwadlington@civilwest.net</u>>
Subject: RE: Jerry Valencia Tentative Subdivision Submittal

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Henry,

Here you go.

Thanks,

Tony Favreau 541-683-7048

From: <u>HEARLEY Henry O</u> Sent: Friday, January 28, 2022 8:08 AM To: <u>ANTHONY J FAVREAU</u>; <u>CAUDLE Jeremy</u> Cc: <u>jerryv bridgewaycontracting.com</u>; <u>Matt Wadlington</u> Subject: RE: Jerry Valencia Tentative Subdivision Submittal

Tony, thank you for these materials. Please give us some time to review them. In the meantime, please sign and return the attached form.

Henry

From: ANTHONY J FAVREAU <<u>favreaugroup@msn.com</u>> Sent: January 27, 2022 3:12 PM To: CAUDLE Jeremy <<u>JCaudle@ci.lowell.or.us</u>>; HEARLEY Henry O <<u>HHEARLEY@Lcog.org</u>> Cc: jerryv bridgewaycontracting.com <<u>jerryv@bridgewaycontracting.com</u>> Subject: Jerry Valencia Tentative Subdivision Submittal

CAUTION: This email originated from outside the organization. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Jeremy,

Attached are the response documents to the subject Tentative Map. Jerry Valencia will drop off two paper copies of the submittal documents to City Hall. Please let me know if you need anything else.

Thanks, Tony Favreau 541-683-7048

From: <u>HEARLEY Henry O</u> Sent: Thursday, January 27, 2022 1:35 PM To: <u>ANTHONY J FAVREAU</u> Cc: <u>CAUDLE Jeremy</u> Subject: Lowell Stuff

Tony: Jerry already has a pending application for subdivision (if this is indeed the same subdivision we're talking about)... The application has been deemed "incomplete." So, there's really no need to submit a new application. I would focus on the items missing for completeness. By law, the applicant has 180 days from November 8, 2021 to respond to the incompleteness letter. To my knowledge Jerry has not done that yet. On the 181st if no response is received, then the application is void. The 181st day is May 7, 2022.

https://www.ci.lowell.or.us/cd/page/land-use-permit-application

Jeremy Caudle, City Administrator, <u>JCaudle@ci.lowell.or.us</u>

Henry

Henry O. Hearley Associate Planner Lane Council of Governments <u>hhearley@lcog.org</u> 541-682-3089

ATTACHMENT I



City Administrator's Office P.O. Box 490 Lowell, OR 97452 Phone: 541-359-8768 Email: jcaudle@ci.lowell.or.us

Pre-application follow up letter

August 16, 2021

Jerry Valencia PO Box 246 Lowell, OR 97452

Dear Mr. Valencia:

This is to follow up on the August 10, 2021 pre-application consultation that the City held with you regarding your proposal for a new single-family subdivision located at map and tax lot #19-01-14-13-03700. Joining us at this meeting was City Attorney Gary Darnielle, Public Works Director Max Baker, Lowell Fire District Chief Lon Dragt, and City Engineer Matt Wadlington.

The purpose of this letter is to summarize the discussion and provide information on next steps. A pre-application consultation is "an informal review of a proposal prior to application to determine the general feasibility of the proposal" (L.R.C. §9.201). For that reason, the City will hold off on following the application processing steps in L.R.C. §9.203 regarding your proposal until we receive a completed application from you that addresses the topics summarized below.

A summary of what we discussed in the pre-application consultation is as follows:

- Your preferred proposal includes "Option #2," as notated on the site plan that you submitted. Option 2 includes 22 lots with 5,500 square feet lot sizes. The City noted that current zoning regulations require a minimum lot size of 7,000 feet for this zoning district, meaning your proposal would not meet zoning requirements.
- You indicated that changes in state zoning law might require the City to implement smaller lot sizes that would accommodate your proposal. The City Attorney agreed to research this matter to determine what these changes in state law will require for the City of Lowell.
- The City also mentioned that the current zoning code update (scheduled for completion in early 2022) contemplates smaller lot sizes. Waiting for these changes to occur could be an option for you in order to proceed with Option 2.

- The City also mentioned that proceeding with an application for a "Planned Development District" could be an option for you to move forward with the 5,500 square foot lots prior to the changes in the zoning code being implemented. A copy of the development code relating to planned development districts is included for your reference.
- The City Engineer observed that the street drawings in the plans prepared by Branch Engineering show Wetleau Drive narrowing in certain areas. A requirement of any future application for this project may be to require that Wetleau Drive be widened to a standard road width.
- The Fire Chief and Public Works Director discussed fire hydrants. They mentioned that an analysis of the fire flows would be needed and would affect how many fire hydrants would be required. The Fire Chief and Public Works Director agreed to work together on getting an answer to this question.
- It is possible that the City's hillside development standards would apply to this development. A topographical survey may be required as a condition of moving forward with the application.
- The Fire Chief expressed concerns about cars parking on the side of the road with Option 2. This would need to be addressed with future applications. The Fire Chief also requested for future site plans to provide a measurement showing the sizes of the cul-desacs.

If you have any questions, or if I've missed anything in this summary, feel free to let me know.

Sincerely, MULL

Jeremy Caudle City Administrator

Sec. 9.460. Planned development overlay district PD.

The purpose of the PD overlay district is to provide opportunities to create more desirable working or living environments by the application of new development standards applied under an approved plan and program that is professionally prepared. The PD overlay district is intended to be used to encourage the application of new techniques and new technology to community development that can achieve economies in land development and maintenance while providing building groupings, open spaces and circulation systems that enhance the working or living environment of the inhabitants. A planned development may be residential, commercial or industrial or a mixed combination of land uses. Application procedures are as follows:

- (a) Planned development applications.
 - (1) The City or a property owner may request a PD overlay zone in combination with any primary zone in accordance with the application requirements of sections 9.201 through 9.204, the amendment procedure of section 9.253 and the requirements of sections 9.430 to 9.437 contained herein.
 - (2) A property owner located in an existing PD overlay zone may request approval of a PD plan in conformance with the requirements of Sections 9.421 and 9.430 to 9.437 contained herein.
 - (3) Application for a PD overlay zone or a PD Plan is divided into three phases:
 - A. The applicant shall first submit a PD conceptual plan containing drawings and a written program that is presented in enough detail to clearly describe the proposed development. An informal pre-application review by members of the Planning Commission and City Council will be scheduled in conformance with sections 9.201 and 9.202 to determine if the requested PD conforms to the City's PD requirements and is conceptually acceptable to the City. This preliminary process is intended to save time and expense for the applicant and the City.
 - B. After receiving approval in principle of the PD conceptual plan the applicant shall have a PD development plan prepared by a professional design team that contains drawings and a written program for a formal public hearing and decision by the City.
 - C. Verification of compliance with the conditions of approval by the City Administrator and acceptance of the Official PD Development Plan in conformance with the approved PD Development Plan.

Sec. 9.461. PD development standards.

- (a) *Minimum site size*. A PD overlay district shall not be established on less than five acres unless the City finds a smaller area is suitable by virtue of its characteristics or location.
- (b) *Comprehensive plan compliance and adjacent property protection.*
 - (1) The development plan and program shall present an organized arrangement of buildings, service facilities, open spaces and improvements in compliance with the intent of the Comprehensive Plan that also protects the property rights of adjacent property owners.
 - (2) Periphery yards of a PD overlay district shall be at least as deep as those required by the yard regulations of the underlying District unless the City finds that equal protection will be accorded through the specific design features of the approved plan.

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- (c) Lot coverage and building height. Lot coverage and building height shall be no greater than for the underlying district unless the City finds that an exception is warranted in terms of the adjacent property protection and amenities proposed in the total development.
- (d) *Open space*. Open space in a PD overlay district means the land area to be used for scenic or open recreational purposes within the development.
 - (1) Open space does not include street right-of-way, driveways, parking areas, required setbacks, or public service easements unless these areas have some special recreational design or purpose.
 - (2) Open space shall be adequate for the recreational and leisure use of the population occupying the development and shall be designed to enhance the development.
 - (3) To the maximum extent possible, the plan and program shall assure that natural features of the land are preserved and landscaping is provided.
 - (4) Instruments guaranteeing the maintenance of open space shall be provided with the proposed plan. Documents dedicating development rights and provisions for maintenance of open space shall be approved as to form by the City Attorney.
- (e) Density. Greater overall density than that specified in the Primary District may be allowed under a PD overlay district based on the entire development design. Generally the density provision of the underlying district shall be used as a guideline for a deviation from the standard density. Areas used for public street right-ofway or private roadway intended to provide access to more than two structures may be excluded when determining the overall density of the development.
- (f) Subdivision lot sizes. Minimum area, width, depth and frontage requirements for subdivision lots in a PD overlay district shall be the same as the basic district unless smaller lots are approved in accordance with proposed plan and program.
- (g) Additional standards and controls. The City may require additional standards or controls to protect adjacent property rights or the health, safety and welfare of the general public in compliance with the comprehensive plan based upon the specific development request. Additional standards and controls may include, but are not limited to, the following:
 - (1) Increasing the required setbacks to protect adjacent properties or solar access.
 - (2) Controlling the location and number of vehicular access points.
 - (3) Establishing new streets, increasing the right-of-way or roadway width of existing streets, requiring curbs and sidewalks, and in general, improving the traffic circulation system.
 - (4) Requiring improvements for utilities or storm drainage facilities.
 - (5) Increasing the number of parking spaces and improving design standards for parking areas.
 - (6) Limiting the number, size, location, and lighting of signs.
 - (7) Designating sites for open space and recreation and, in general, improving landscaping requirements.
 - (8) Requiring view obscuring screening or fencing.
 - (9) Establishing time limits for completion of all or any portion of the project, including, but not limited to utilities, drainage facilities, streets, curbs, gutters, sidewalks, parking areas, landscaping, fencing, screening or recreation areas.
 - (10) Requiring contractual agreements with the City to assure development of streets, sidewalks, drainage facilities, utilities, and other improvements to standards acceptable to the City.

(Supp. No. 2)

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- (h) *Phased development*. The applicant may elect to develop the site in successive stages as proposed in the PD development plan.
 - (1) Each such stage shall be a substantially complete unit of development.
 - (2) The City may require that development be done in stages if public facilities are not adequate to service the entire development initially.
- (i) *Permitted uses in residential PD overlay districts.* The following uses and their accessory uses may be permitted in a PD overlay district which has been combined with a residential district.
 - (1) Residential use of land.
 - (2) Related commercial uses when approved by the City.
 - (3) Related community service uses when approved by the City.
 - (4) Proposed standards or controls shall be specified in the PD development plan and signed by the owners. Where applicable the requirements may be made part of future deed CC&R's.

Sec. 9.462. PD conceptual plan.

An applicant shall submit at least 15 copies of a conceptual drawings and a written program to the City for review and acceptance of the proposed development in principle. An informal review by members of the Planning Commission and City Council will be scheduled to determine if the requested PD conforms to the City's PD requirements and is conceptually acceptable to the City. The proposal shall address the following elements.

- (a) Elements of the plan.
 - (1) Vicinity map showing location of streets and lots in the area within 300 feet of the proposed development.
 - (2) Existing lands uses.
 - (3) Proposed land uses including housing unit densities (number of units per acre, type of residence, and number of bedrooms by type of residence); commercial facilities such as shopping and community facilities such as schools or parks.
 - (4) Building types and approximate bulk.
 - (5) Vehicular and pedestrian access, circulation, and parking pattern. Status of street ownership.
 - (6) Proposed subdivision layout.
 - (7) Parks, playgrounds, and open spaces.
 - (8) Existing natural features such as trees, streams and topography.
 - (9) Landscaping, screening, and fencing proposals.
 - (10) Proposed method of solid waste disposal.
 - (11) Proposed method for provisions of water supply and sewage disposal.
 - (12) Proposed method for the handling of surface water drainage.
 - (13) Proposed grading patterns.
 - (14) Street and open space lighting proposals.
- (b) Elements of the program.
 - (1) Proposed members of the professional design team.

- (2) Proposed ownership pattern.
- (3) Operation and maintenance proposal, such as condominium, co-op, or Homeowners Association.
- (4) Time table of the development, to include expected starting dates, projection of completion time, and project phasing, if anticipated.
- (5) Method of public improvements financing, if any.
- (c) Review of PD conceptual plan.
 - (1) An informal review with the applicant and City Officials will be scheduled to determine if the requested PD conforms to the City's PD requirements and is conceptually acceptable to the City.
 - (2) Members of the Planning Commission and City Council shall informally review the PD conceptual plan and may recommend either preliminary approval in principle, with or without modifications, or denial. Such action shall be based upon compliance with the intent of City's Comprehensive Plan, the intent of City development standards and the extent of deviation from City standards proposed in the PD.
 - (3) Approval in principle of the PD conceptual plan shall be limited to the preliminary acceptability of the land uses proposed and their interrelationships and shall not be construed to endorse the precise location of uses nor engineering feasibility. The City may require the submission of additional information for the PD development plan review.
 - (4) The City shall review and may recommend expansion, additions, or modifications in the proposed design team for the preparation of the PD development plan.
 - (5) The City shall determine the extent of any environmental assessment to be included with the PD development plan.

Sec. 9.463. PD development plan.

- (a) After receiving approval in principle of the PD conceptual plan, the applicant shall have a PD development plan prepared by a professional design team in such design-related fields as architecture, landscape architecture, urban planning, and civil engineering.
- (b) An applicant for a PD overlay district shall also petition for an amendment to the zoning map as specified in section 9.253. Fifteen copies of the PD development plan shall be submitted to the Planning Commission and City Council at least 30 days prior to the date of public hearing.
- (c) Upon receipt of the PD development plan, the Planning Commission and City Council shall hold separate public hearings or a single joint public hearing in accordance with the provisions of section 9.306. At the public hearing the applicant shall present the PD development plan.
- (d) Plan elements. In addition to the application site plan required in section 9.204, the PD development plan shall contain the following elements:
 - (1) A complete development plan in conformance with the approved conceptual plan.
 - (2) Existing and proposed contour map of the site to a scale commensurate with the size of the development.
 - (3) Location, widths, and names of all existing or platted streets or other public ways, railroad and utility rights-of-way, parks, or other public open spaces and land uses within 300 feet of the development.
 - (4) Existing sewers, water mains, and other underground facilities within and adjacent to the development and their certified capacities.

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- (5) Proposed location and capacity of sewers or other disposal facilities, water mains and other underground utilities.
- (6) Proposed system for the handling of storm drainage.
- (7) A subdivision tentative plan in conformance with section 9.220, if the property is proposed to be subdivided.
- (8) A land use plan indicating the uses planned for the development.
- (9) Areas proposed to be dedicated or reserved for interior circulation, public parks, playgrounds, school sites, public buildings, or other uses dedicated or reserved to the public, if any.
- (10) Open space that is to be maintained and controlled by the owners of the property and the proposed uses thereof.
- (11) A traffic flow map showing the circulation pattern within and adjacent to the proposed development.
- (12) Location and dimensions of bikeways, pedestrian walkways, malls, trails, or easements.
- (13) Location, arrangement, number and dimensions of automobile garages and parking spaces, width of aisles, bays, and angle of parking.
- (14) Location, arrangement, and dimensions of truck loading and unloading spaces, if any.
- (15) Preliminary architectural plans and elevations of typical buildings and structures, indicating the general height, bulk, appearance and number of dwelling units.
- (16) A preliminary tree planting and landscaping plan. All existing trees over six inches in diameter and groves of trees shall be shown. Trees to be removed by development shall be so marked.
- (17) The approximate location, height, materials of all walls, fences, and screen plantings. Elevation drawings of typical walls and fences shall be included.
- (18) The stages, if any, of development construction. Such stages shall be clearly marked on the PD development plan.
- (e) Program elements.
 - (1) Narrative statement of the basic purposes of the planned development.
 - (2) An environmental assessment if requested by the City during review of the PD conceptual plan.
 - (3) Tables showing the total number of acres and the percentage of the total area which is designated for each type of use including each dwelling type, off-street parking, streets, parks, playgrounds, schools, and open spaces as shown on the proposed development plan.
 - (4) Tables showing the overall density of the proposed residential development and showing density by dwelling types and any proposals for the limitation of density.
 - (5) Drafts of appropriate restrictive covenants and drafts of documents providing for the maintenance of any common open space, or required dedications or reservations of public open spaces and of any dedications of development rights.
 - (6) A timetable indicting when utility and drainage facilities intended to serve the development are to be installed. If the development is to be constructed in stages, the timetable shall reflect this.

Sec. 9.464. Decision and findings.

- (a) *Planning Commission decision*. The Planning Commission, after a public hearing in accordance with the provisions of section 9.306, may recommend approval, denial or approval with conditions of the PD Development Plan and the PD overlay district.
- (b) *City Council decision.* The City Council, after a public hearing in accordance with the provisions of section 9.306 and after receiving the recommendation from the Planning Commission on the PD development plan shall either approve the application, deny the application or approve the application with conditions.
- (c) A single joint public hearing by the Planning Commission and City Council may be utilized in conformance with section 9.306(c).
- (d) *PD development elements*. Approval of the PD development plan includes approval of all attached elements including the PD overlay-district, a subdivision tentative plan and all conditions of approval.
- (e) *Decision criteria*. The recommendation of the Planning Commission and decision by the City Council shall be based upon the following findings:
 - (1) That the proposed development is in conformance with the intent of the City's comprehensive plan.
 - (2) That exceptions from the standards of the underlying district are warranted by the design and amenities incorporated in the proposed PD development plan.
 - (3) That the proposed development is consistent with the purpose and intent of the primary district and that adjacent properties are protected from potential adverse affects resulting from the proposed development by appropriate controls or development standards.
 - (4) That the proposed development, or a unit thereof, can be substantially completed within two years of final approval.
 - (5) That the streets are adequate to support the anticipated traffic and that the development will not overload the streets outside the PD overlay district.
 - (6) That the proposed utilities and drainage facilities are adequate for the population densities and type of development proposed and will not create drainage or pollution problems outside the PD overlay district.
 - (7) That the timing of installation of utility and drainage facilities will be closely coordinated with development construction and will not create a hardship to residents either within or outside the PD overlay district.
 - (8) That the density in the proposed development will not result in any substantial negative impact on any public facility or utility.

Sec. 9.465. Official PD development plan.

- (a) Following approval of the PD overlay district by the City Council, the applicant shall make changes in the PD development plan to comply with the conditions of approval and submit it to the City Administrator for verification of compliance with the PD development plan and conditions of approval applied by the City.
- (b) If the PD development plan is found to be in compliance with the approval conditions, it shall be so certified by the City Administrator and placed in the record file of the application as the official PD development plan along with all documents relating to dedications, improvements, agreements, restrictions, and associations.

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- (c) The Platting procedures set forth in section 9.210 shall be followed and included in the record file if the property is to be divided or streets are to be dedicated unless private street exceptions have been approved by the City Council.
- (d) All public site dedications, development rights to open spaces or other dedications for the entire site or approved staged portion shall be certified and placed in the record file prior to the issuance of any building permit.
- (e) Final copies of all approved articles governing operation and maintenance shall be placed in the Record File prior to the issuance of any building permit.
- (f) The PD overlay district shall be adopted by City Ordinance. The area shall henceforth be shown on the official zoning map as a PD overlay district in addition to the primary district. All building permits shall be issued only in conformance with the official PD development plan recorded in the record file.
- (g) All requirements of article 9.8, Improvement Requirements, shall apply to public improvements required by the approved PD development plan unless waivers have been approved by the City Council as a part of the PD development plan approval process.

Sec. 9.466. Proposed changes in approved plans.

- (a) *Major changes.* Major changes in the official development plan after it has been adopted shall be considered a new petition and shall comply with the procedures for adoption.
- (b) *Minor changes.* Minor changes in an approved official development plan may be approved by the City Administrator, provided that such changes:
 - (1) Do not change the character of the development or the population density.
 - (2) Do not change the boundaries of the PD overlay district.
 - (3) Do not change any use, such as residential to commercial.
 - (4) Do not change the location or amount of land devoted to a specific land use.
 - (5) Do not relax dimensional standards or other specific requirements established by the City as a condition of approval.

Sec. 9.467. Expiration.

- (a) If substantial construction or development has not taken place within two years from the date of final approval and acceptance of the official development plan, the City Administrator shall review the status with the owner and make a report of the findings to the Planning Commission and City Council.
- (b) Upon abandonment of a particular planned development, or if its development has not been substantially completed within the time specified in the official development plan, the City may schedule public hearings to remove the PD overlay district unless a request to extend the time limit is approved.
- (c) The procedure for removal of a PD overlay district is essentially the same as for adoption. The proposed removal of the PD overlay district shall be reviewed at a public hearing of the Planning Commission to determine whether or not its continuation in whole or in part is in the public interest. If the PD overlay district is found not to be in the public interest, the Planning Commission shall recommend to the City Council that the PD overlay district of the property be removed. The City Council shall then hold a public hearing on the revocation of the PD overlay district and shall either maintain the District, revoke the development plan approval, or grant a time extension if it appears justifiable. If the PD overlay district is

repealed, further use of the property and future structures thereon shall be in accordance with the existing primary district

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ATTACHMENT J



OREGON GEOTECHNICAL SERVICES

7385 SW Alden Street Portland, OR 97223 (503) 245-5555 (541) 937-8747

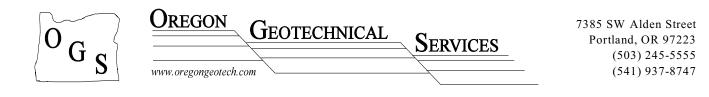
GEOTECHNICAL EVALUATION for FIRST, SECOND and FUTURE ADDITIONS to SUNRIDGE ESTATES SUBDIVISION, LOWELL, OR

PART II: RESIDENTIAL CONSTRUCTION

February 4, 2005

Prepared For:

Mia Nelson Shadetree Properties, Inc. 40160 East First Street Lowell, Oregon 97452



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Sunridge 1st Addition: Residential Construction 01/05 Oregon Geotechnical Services

O _G S	OREGON GEOTECHNICAL SERVICES	7385 SW Alden Street Portland, OR 97223 (503) 245-5555 (541) 937-8747
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1.00 Introduction

This report was prepared at the request of Mia Nelson, on behalf of Shade Tree, Inc. 40160 East First Street, Lowell, Oregon, 97452. Oregon Geotechnical Services has been providing geotechnical services at this site since January, 1997. Field reconnaissance and site investigation work for this phase of development has been performed between November 13, 2003 and January 4, 2005. Work was performed by David E. Reich, Certified Engineering Geologist (OR Lic. # E1227) of Oregon Geotechnical Services, 7385 SW Alden Street, Portland, OR 97223.

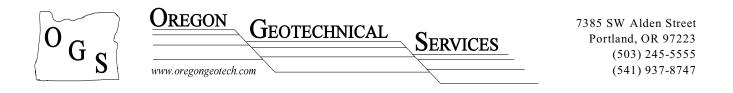
Mr. David Reich, Certified Engineering Geologist of Oregon Geotechnical Services (OGS) has served as part of the Design Team with Shade Tree, Inc., at this site since 1997. The purpose of the design team is to facilitate the development of the property, and assess the feasibility of, and provide recommendations for planned improvements, land modifications, and residential construction.

The purpose of this investigation is to evaluate the subject property and assess the on-site and off-site impact of any development. This report provides specific direction regarding residential construction, excavation characteristics, use of native (on-site) materials, drainage and driveway access, and lot specific geotechnical recommendations for the design and construction of single-family residential structures

This investigation has determined that the area of development for the proposed Sunridge Subdivision is suitable for residential development, with minor restrictions on the construction and locations of roads, utilities and homesites. This report groups the lots according to similar geotechnical constraints, and where possible specific recommendations are provided for development. While optimum areas for home placement have been selected, and home construction is feasible on all lots, the nature and variability of the soil and rock material suggests that some lots (see attached Design Area Map) will need site specific foundation investigations, or at a minimum, construction inspection to address geotechnical concerns relative to specific design plans and location of the structures proposed for the individual lots.

Field Methods

Field procedures consist of field classification of soil and rock materials according to the Unified Soil and Rock classification systems (USCS and URCS). Determination of vertical distribution



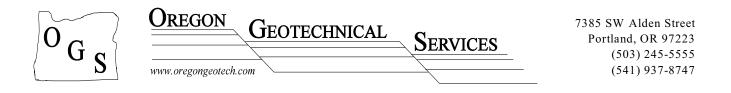
of soil and rock materials is performed through designation of rock and soil units according to the engineering characteristics of the site materials. Other field procedures include in situ soil strength testing, and soil sampling.

Field classification of soil is used to determine material properties including approximate gradation, dilatancy, dry strength and toughness. This is performed according to the standard practice for description and identification of soils according to the American Society for Testing and Materials (ASTM) method D2488-84. Using visual examination and simple manual tests, this practice gives standardized criteria and procedures for describing and identifying soils. The soil can be given an identification by assigning a group of symbol(s) and a name, for example, "SM" denotes a "silty sand" (please refer to the USCS/URCS Summary sheet at the end of the report. In addition to describing the soil, the descriptive information required in this practice can be used to aid in the evaluation of its significant properties for engineering use. The "Annual Book of ASTM Standards, 1997" contains detailed procedure. Laboratory testing of some soils was performed in order to confirm the field classifications, and to provide additional classification information, and soil characteristics.

Back hoe pits were used to determine the vertical soil sequence. The material encountered in each hole is described and noted in a log. Back hoe pits are generally preferred to other types of subsurface exploration (e.g., hand augering) due to the direct exposure of the soil and rock profile as given in a back hoe pit trench.

Estimates of unconfined compressive strength (UCS) are generated by measuring the resistance of the soil to a driven steel rod. A pocket penetrometer, shear vane, and/or standardized hand tests using ones thumb or finger are also used to estimate soil strength. Ultimate allowable bearing capacities were generated for the proposed structure based on soil classification, and using results obtained from these tests. Allowable bearing capacities are reported in Pounds per Square Foot (PSF). Moisture content of the soils is determined according to ASTM D 2216. Atterberg Limits of the soils were determined according to ASTM D 4318. The angle of internal friction (ϕ), cohesion (C), and unit weight (γ) of the site materials were estimated based on the relative density measurements and other tests performed in the field, and the unified soil classifications, additional parameters were derived based on these estimates and lab testing.

Bearing capacities were generated based on manual testing and classification of soil material encountered at the project site. Allowable bearing capacities are reported in pounds per square foot (PSF).



Field developed geologic cross sections are produced on representative slopes to model the lateral extent, thickness, and general composition of the substrate. Each field developed cross-section is a visual portrayal that provides an interpretation of site-specific subsurface conditions at the time of investigation. Distances and elevations were obtained from a site map provided by the Client.

2.00 Location

The project site is located on the broad slopes at the southeast corner of Lowell, Oregon. The legal location of the subject property is Section 14 (NE 1/4), Township 19S, Range 1W, of the Willamette Meridian, Lane County, Oregon. (See attached: "Location Map").

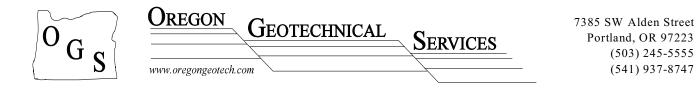
The subject property presently undergoing development (herein referred to as the project area), is located within the Lowell Corporate Boundary at an approximate elevation of 770 to 950 feet above mean sea level, with natural slopes between 5 % and 35% (See attached site maps and cross sections).

The project area is generally gently sloping, southwest aspect, and sparsely wooded. There are no natural or manmade waterways on the property. The highest elevations on the project are found at the northeast corner of the proposed Second Addition. The property is generally rectangular, and the proposed subdivision consists of two additions, to be constructed in phases. Please refer to subdivision plans submitted under separate cover, and the figures attached to this report.

3.00 Local Climate, Geology, Soil, and Groundwater from Published References

Climate

The site is located in the southern portion of the Willamette Valley physiographic province at an approximate elevation between 770 and 950 feet above mean sea level. The area receives approximately 25- 65 (mean 50.90) inches of precipitation per year (nearly 100% of which occurs as rain) with periodic extremes exceeding 75 inches. Approximately 70% of this precipitation falls between the months of November and March. The average air temperature for Eugene during the coldest month (December) is 39.5 degrees Fahrenheit, and the average



temperature for the warmest month (August) is 66.4 degrees Fahrenheit (period of record from 1971 to 2000) (NOAA & Oregon Climate Service, 2003).

Geology

The local geology of the project site is discussed in the Geologic Map of Oregon, (Walker and MacLoed, 1991), the Preliminary Map of upper Eocene to Holocene volcanic and related rocks of the Cascade Range, Oregon, USGS Open-File Report 89-14, (Sherrod and Smith, 1989); the <u>Geology of Oregon</u> (Orr, Orr, and Baldwin, 1992); and the Soil Survey of the Lane County Area, (Soil Conservation Service ,1987).

According to published geologic mapping, the majority of the site is underlain by volcanic rock of the Tertiary age Little Butte Volcanic Series, with an overlying mantle of soil derived from the volcanic rock, and deposited by the adjacent Willamette River.

Little Butte Formation

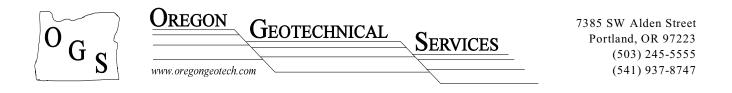
According to USGS Open File Report 89-14, the site is on the irregular boundary between sedimentary (Ts4) and andesitic/pyroclastic (Ta4) portions of the Little Butte Formation (25 to 25 Million years old). Work on the project area and adjacent parcels has typically exposed pyroclastic and tuffaceous volcanic rock material underneath the surficial soils, supporting the mapping of the site as andesitic/pyroclastic (Ta4) portions of the Little Butte Formation.

The Little Butte Formation exposed at the project site and in the area, appears to be andesitic and basaltic breccia and ash, with occasional flow material. Sequences of deposits and flows are subsequently interrupted by layers of more easily altered material (e.g., air-fall and ash-flow tuffs).

Soils

Soils are derived from a decomposition and mixing of both organic and mineral material, and as a result, the soil types reflect the underlying geology. In general, the soil distribution on the subject property consists of a surficial soil derived from the downslope movement of material (colluvium), mantling the volcanic bedrock, or in some cases, covering approximately 500,000 year old alluvial deposits left on the sideslopes by the eroding Willamette River.

As shown on the attached "SCS Soil Type Distribution", there are three soil types on the site according to the "Soil Survey of the Lane County Area, Oregon" (USDA-SCS 1987). The

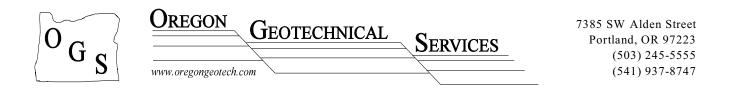


majority of the subject property is dominated by Dixionville- Philomath- Hazelair Complex . Soils in the west side of the subject property are mapped as Hazelair silty clay loam, and a portion of the soils along the south boundary of the project are mapped as Witzel very cobbly loam. Please refer to attached figure "SCS Soil Type Distribution", and note that these boundaries are approximate and that the SCS mapping is a planning level document, not to be used for definition of specific boundaries on the ground.

The Philomath and Dixonville soil types are formed in colluvium (decomposed rock undergoing down-slope creep due to gravity) and residuum (decomposed rock "in place") derived from basaltic or basic igneous rock. These soils are dark brown cobbly silty clays and silty clays with an average thickness of approximately 2 feet to the top of decomposed igneous rock. The Hazelair soil is moderately deep (approximately 3 feet to the top of decomposed rock) silty clay, formed in colluvium overlying sedimentary rock (tuff). The Witzel very cobbly loam, is formed in colluvium and residuum derived from basaltic portions of the Little Butte Formation.

According to the SCS Soil Survey, typically the Hazelair soil (52D) has a surface layer of very dark brown silty loam, approximately 11 inches thick. The subsoil is a dark brown silty clay, approximately 4 inches thick. The substratum is a mottled brown and olive brown clay, about 21 inches thick. Total soil depth is typically less than 3 feet, depth to bedrock ranges from 20-40 inches. Permeability of the Hazelair soil is very slow due to the high clay content. Runoff is rapid, and the hazard of water erosion is high. Vegetation is limited by dry soils in the summertime, and a perched watertable within approximately 1 foot of the surface from December to April. The Hazelair soil is poorly suited for homesite development. Drainage will be needed for buildings and roads built on these soils. If buildings are constructed on the soils, footings designs will need to be reviewed by a qualified engineer to prevent structural damage from shrink-swell soils, and will require drainage around the footings and control of surface runoff to ensure longevity of the structures. Roads intended for year-round use will require heavy base rock, or excavation of the clay soils. Cutbanks are not stable, and are subject to slumping. Reinforced retaining walls with proper drainage are required to minimize slumping.

The Dixonville-Philomath-Hazelair complex (43E) is comprised of approximately 35% Dixonville silty clay loam, 30% Philomath cobbly silty clay, and 20% Hazelair silty clay loam. According to the Soil Survey, the components of this unit are so intricately intermixed that it is not practical to map them separately at the scale used. See above paragraph for a description of the Hazelair soil. Typically the Dixionville soil has a surface layer of very dark brown silty clay loam, approximately 14 inches thick. The subsoil is a dark brown silty clay and cobbly clay, approximately 12 inches thick. Total soil depth is approximately 2 feet, depth to bedrock ranges



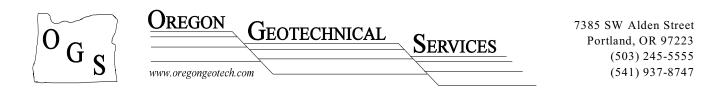
from 20-40 inches. Permeability of the Dixonville soil is very slow due to the high clay content. Runoff is rapid, and the hazard of water erosion is high. Vegetation is limited by dry soils in the summertime, and a perched watertable within approximately 1 foot of the surface from December to April. The Dixonville soil is poorly suited for homesite development. Drainage will be needed for buildings and roads built on these soils. If buildings are constructed on the soils, footings designs will need to be reviewed by a qualified engineer to prevent structural damage from shrink-swell soils, and will require drainage around the footings and control of surface runoff to ensure longevity of the structures. Roads intended for year-round use will require heavy base rock, or excavation of the clay soils.

According to the SCS Soil Survey, typically the Witzel soil (138E) has a surface layer of dark brown very cobbly loam, approximately 4 inches thick. The subsoil is a dark reddish brown very cobbly clay loam, approximately 13 inches thick. Total soil depth is typically less than 18 inches, depth to bedrock ranges from 12-20 inches. Permeability of the Witzel soil is moderately slow. Runoff is medium to rapid, and the hazard of water erosion is high. Vegetation is limited by dry soils in the summertime, and a perched watertable within approximately 1 foot of the surface from December to April. The Witzel soil is suited for homesite development, however drainage will be needed for buildings and roads built on these soils to control surface runoff to ensure longevity of the structures.

According to the SCS Soil Survey of Lane County, the site soils are not well suited for development, without significant engineering considerations. The following table summarizes the limitations of the soils according to the SCS.

SCS Soil Type:	Building site development	Road construction	Use of native materials for road construction (fill)
43E	Severe: steep slopes, wetness, clay problems ¹	Severe: low-strength shallow soils, steep slopes	Poor : low strength soil, difficult site reclamation

CONSTRUCTION LIMITATIONS



SCS Soil Type:	Building site development	Road construction	Use of native materials for road construction (fill)
52D	Severe: wetness, clay problems	Severe: low strength, clay problems	Poor : low strength soil, difficult site reclamation
138E	Severe: steep slopes, shallow soils, hard rx, blasting needed	Severe: steep slopes , shallow soils, hard rx, blasting needed	Poor : Rocky soil, difficult site reclamation, slope

1. Clay problems include low strength soils, high shrink-swell characteristics, poor drainage

Site observations, and inspection of the adjacent properties, confirm that the site soils are underlain by andesitic, pyroclastic and tuffaceous materials of the Little Butte Formation. In addition alluvial deposits were encountered and interpreted to be associated with the ancestral Willamette River. The site slopes to the south and west, in some locations slopes exceed 30%. In general, the steeper areas tend to be rockier, and the benches and swales typically contain the clayey soils.

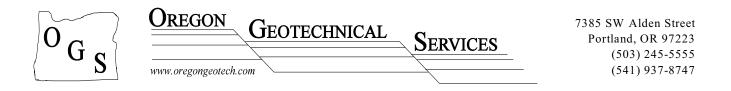
Aerial Photographs

Analysis of aerial photographs from 1979, 1990, and 2003 indicate that the project area has not undergone significant slope movement or modification in the past. Aerial photographs document a history of changing land use conditions and gradual growth on properties surrounding the proposed development, but little to no modification, or use other than agricultural (range) on the subject property itself.

4.00 Site Investigation

General Geology and Soils Information

Site inspection was performed in April, 2003, during an initial feasibility study (see May 2, 2003 letter "Re: Sunridge Estates Additions 1 and 2: Proposed Public Improvements"); and on November 13, 2003, OGS staff returned to the site to perform a subsurface investigation to obtain more detailed site information for the report "Geotechnical Evaluation for First, Second



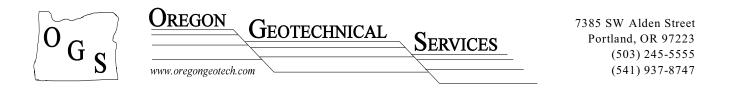
and Future Additions To Sunridge Estates Subdivision, Lowell, OR Part I: Public Improvements" dated March 15, 2004. In addition, site visits were made during road and utility construction on April 20, 2004, May 20 2004, and January 4, 2005 to observe subsurface soil conditions exposed during construction.

Subsurface materials and geometric relationships were observed in 13 backhoe pits (B1 - B13) excavated across the site, in the test excavation for the residence at 600 E 1st Street, and in the sewer trench excavated along First Street, and road and utility construction for Sunridge Estates Subdivision: First Addition (see attached: "Site Map"). The backhoe pits ranged in depth from 4 to 9.5 feet, and were generally located along the planned road location in areas that represented general site conditions or potential road construction problem areas. The test pits revealed lateral and vertical variations in soil type and soil characteristics, including: color, density, moisture, degree of weathering, soil thickness, and plasticity. Site observations along with information from published sources confirm that the site has shallow soils underlain by partly decomposed volcanic rock types of the Little Butte Formation.

In general the soils in the western portion of Sunridge Subdivision are shallow and silty (1-3 feet) and the soils in the eastern portion of the project are deep and clayey ($3 - 9 \frac{1}{2}$ feet). The deepest clayey soils and colluvial soils are found in the swales and steep lower slopes in the east half of the project (Second Addition). Deposits of well cemented gravels and sands, interpreted to be deposits left by the ancestral Willamette River, were found in two isolated areas on the lower slopes of the east and west sides of the project. All the soils are invariably underlain by weathered bedrock that becomes harder and less altered with increasing depth. The soils are derived from weathering of the underlying material and gradual downslope movement from the slopes above (see Soil/Geology Areas figure).

Andesitic, pyroclastic and tuffaceous materials of the Little Butte Formation are located beneath the soil layer. The bedrock is highly weathered and highly variable flows, pyroclastics and ash deposits, of varying composition. Due to weathering processes, the upper 3 to 7 feet of the rock material is in completely to partly decomposed state and remolds to form silty/clayey soil and fragments of rock material. Beneath the upper weathering zone, is less weathered denser and blockier, non-remoldable bedrock. This harder material blocked further excavation, and accordingly, marks the bottom of each back hoe pit.

The rock types found at the site will provide suitable bearing capacities if all topsoil and clay are removed from the footing areas, however, excavation of building pads and utility trenches will be difficult due to shallow soil depths and steep slopes, requiring deep cuts to achieve level building



pads on many of the lots. Exploration indicates that excavation of basements and utility trenches should not be difficult in proposed areas of development, however, blocky, oversize rock material in addition to very dense bedrock may be encountered. Excavation of the cemented gravels has been found to be especially difficult. Excavation characteristics are addressed in detail later in the report. Please see attached Boring Logs for detailed soil and rock unit descriptions.

Soil and Rock Unit Descriptions

The surficial and subsurface rock and soil materials at the site can be grouped into five separate rock and soil units based on their material characteristics and engineering properties. These five units consist of one top-soil unit, found in all excavations, three subsurface soil units, and one rock units. In general the soils in the western portion of the project are shallow and silty (1-3 feet) and the soils in the eastern portion of the project are deep and clayey $(3 - 9 \frac{1}{2} \text{ feet})$. See attached boring logs, cross sections, and text below.

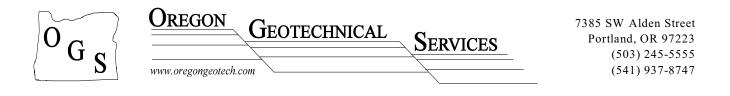
The shallow soil sequence typically consists of 1 to 2 feet of topsoil on top of weathered volcanic rocks (or terrace gravels). The deep soil sequence typically consists of 1 to 2 feet of topsoil overlying up to approximately 7 feet of colluvial and/or residual clays, on top of weathered volcanic rocks (or terrace gravels).

Topsoil

The topsoil unit is a dark brown sandy silt with abundant rock fragments (USCS: ML). In general the topsoil is similar across the site, with the exception of the presence of river gravels and cobbles in the soils found on the lower slopes (see Soil/Geology Areas figure). The upper 12 to 18 inches of topsoil contains a high amount of organic and root material. The soil matrix has a generally soft/loose consistency and medium plasticity. The topsoil is derived from mixing of altered rock material and organics, etc. In some excavations there is an approximately 6 inch transition zone between the topsoil and underlying clays consisting of clayey silt with rock fragments (USCS: MH). The topsoil unit was present in all excavations.

Clay

The residual clay soils are typically dark gray, stiff, and speckled with sand sized rock fragments and residual mineral clasts (USCS: CH). The clay has a generally soft consistency (when wet) and high plasticity. Thickness of the clay varies between 0.5 and 3.5 feet. The clay is derived from the chemical decomposition (weathering) of the underlying volcanic rocks. Residual clays



are encountered under the topsoil and in the colluvium on top of the underlying bedrock, and were present in borings advanced in the eastern half of the project area (see Soil/Geology Areas figure). These clay soils are not anticipated in the First Addition area.

Colluvium

The colluvial soils are typically brown to gray, stiff, and highly varied with rock fragments and blended soils and rock material. The soil matrix tends to be derived from mixing of the other soils on site, and as such, is generally a mix of silt and clay with rock fragments (USCS: CH/MH). The colluvium has a generally soft consistency (when wet) and high plasticity matrix. Thickness of the colluvium varies between 3 and 6.5 feet. The colluvium is derived from the chemical decomposition and mechanical mixing of the residual soils and the underlying volcanic rocks. Colluvial deposits are encountered under the topsoil and on top of the underlying bedrock, and were present in borings advanced in the southern part of the eastern half of the project area (see Soil/Geology Areas figure).

Alluvial Gravels/Sands

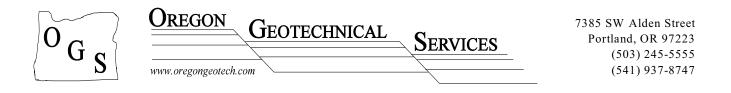
Deposits of well cemented gravels and sands, interpreted to be terrace deposits left by the ancestral Willamette River, were found in two isolated areas on the lower slopes of the east and west sides of the project (see Soil/Geology Areas figure). The sands and gravels are well rounded, and of varying lithology. The sands and gravels are highly cemented, and very difficult to excavate. The sands and gravels break up into non-cohesive sands, gravels and blocks of cemented sands. The unit shows hard to very hard in-place consistency.

Weathered Rock

The bedrock of the Little Butte Formation is highly weathered and highly variable flows, pyroclastics and ash deposits, of varying Andesitic, pyroclastic and tuffaceous composition. Due to weathering processes, the upper 3 to 7 feet of the rock material is in completely to partly decomposed state and remolds to form silty/clayey soil and fragments of rock material. Beneath the upper weathering zone, is less weathered, denser and blockier bedrock. The volcanic rock types are highly variable, both laterally and vertically, some flows or deposits being of relatively small volume while other flows or deposits may be of much greater volume.

Hydrology

There are no mapped, or observed channels, or other open bodies of water on the subject property. Due to the slopes and clayey soils, surface runoff is common during storm events. There has been little erosive overland flow on the naturally vegetated (grassy) slopes, there are no



obvious rills and/or gullies observed on the subject property. A shallow swale along the eastern side of the subject property, may carry surface flow during periods of extremely intense precipitation, however, this area was dry during site investigation, and showed no sign of recent surface flow. It appears that in an undisturbed state, the majority of the precipitation falling on the subject property travels laterally through the upper soils as shallow subsurface flow, and surface flow during periods of intense precipitation.

Groundwater was not encountered in any of the 13 backhoe pits, however, site investigation was conducted during the fall, prior to the onset of heavy winter precipitation. The regional groundwater table probably does not interact with the upper 10 feet of soil and rock, however, during extremely wet months, slowly percolating meteoric water may saturate site soils and weathered bedrock. Seeps were encountered in the excavations for the residence at 600 East First St, at the base of the topsoil, flowing laterally downslope on top of the clayey colluvial soils.

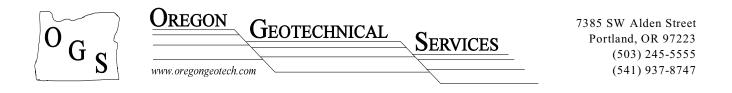
Due to the generally low permeability of these soil units, the already highly weathered nature of the bedrock, and the amount of moisture at the project area, drainage will be a concern for development at this site. The most significant amounts of water will probably flow along the soil-rock interface or the topsoil clay interface. The areas that are lower in elevation or in draws will have a greater amount of moisture. The clay soils and colluvium are highly plastic and shrink-swell reactions to wetting and drying should be anticipated. Also, due to the nature of the fines, this material will have poor compaction characteristics. Soils with significant amounts of clay should not be relied upon for foundation placement without treatment (see Recommendations section).

Drainage will need to be addressed during planning and construction of this development. Temporary drainage control may be required during construction, and homesite development in certain areas will require additional geotechnical evaluation to determine the nature of the soils and the need for foundation drains, and/or cut-off trenches.

5.00 Conclusions

General Comments

The surficial and subsurface rock and soil materials anticipated in the First Addition area can be grouped into four separate rock and soil units based on their material characteristics and



engineering properties. These four units consist of topsoil, found in all excavations, two subsurface soils (colluvium and alluvial gravels/sands, and one rock unit (weathered volcanic rocks). In general the soils in the majority of the 1st Add. are shallow and silty (1-3 feet) and typically consists of 1 to 2 feet of topsoil on top of weathered volcanic rocks. The soils in the southeastern portion of the 1st Add. typically consist of 1 to 2 feet of colluvial and/or residual clays, on top of weathered volcanic rocks (or terrace gravels). The soils in the southwest corner of the 1st Add. typically consist of 1 to 2 feet of topsoil overlying up to approximately 7 feet of colluvial and/or residual clays, on top of weathered volcanic rocks (or terrace gravels). The soils in the southwest corner of the 1st Add. typically consist of 1 to 2 feet of topsoil overlying very dense cemented terrace gravels.

The area of development for Sunridge Subdivision is suitable for development, with minor restrictions on the design and construction of roads, utilities and homesites. It should be noted that the design team and developer worked together to design the layout of this project so as to minimize the impact to the site with respect to site development and provide suitable and aesthetic homesites with minimum site disturbance. As a result of the design team process, the majority of geotechnical concerns have been mitigated through careful road locating and homesite placement during the planning phases of this project, and the proposed development plans will minimize potential impact to the site.

The project area was investigated to determine if there were any significant and outstanding natural features that warranted special treatment during development. There were no natural features identified as geotechnically or geologically significant within the proposed development.

Based on the conditions of the site as observed during this investigation, it is my opinion that the site can be safely developed as proposed by the Client (refer to development plans, submitted under separate cover). However, this investigation and report presents information that should be incorporated into the final design and construction plans for this site to ensure long term stability and structural integrity of the development on the subject property, as well as limiting and or mitigating impact to surrounding properties. Oregon Geotechnical Services can provide inspection services at the time of construction to verify compliance with the recommendations in this report. Additional development plans and any design revisions should be submitted to our office for review to verify compliance with the geotechnical recommendations in this report.

If developed according to generally accepted engineering and construction principles and practices, and the recommendations provided in this report, or other geotechnical work recommended in this report, construction at this site should not present hazards to life, public and private property, and the natural environment.

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Slope

Homesites are generally located adjacent to the roadway on each lot and will primarily occur on areas of moderate slope and none of the lots considered "unbuildable" due to steepness of slopes or other slope stability concerns. The existing slope stability should not be effected by site development. Residential construction and utility placement adhering to the specific engineering needs and geotechnical recommendations provided here should not affect the stability of the subject property, or adjacent properties.

Site analysis and observation of aerial photographs of the project area indicate that the site is presently in a stable configuration, and that there is no evidence to suggest that slope movements have effected the project area in the recent past. Slope stability of the site should not be effected by residential development, road construction or utility placement if the recommendations in this report are considered in the design of the project, and implemented on the ground during construction.

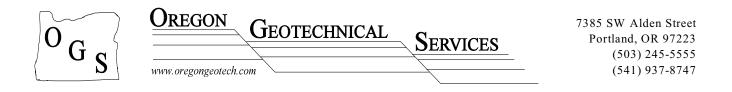
Geology and Soils

According to published soils information, Sunridge Subdivision can be safely developed, however, some limitations exist for homesite development. These limitations include, but may not be limited to: high shrink-swell potential of the clay soils, creep in the colluvial soils, shallow depth to rock in some areas, slow permeability, droughtyness, slope, and the hazard of soil erosion of disturbed ground.

While the bedrock can be generally favorable for structural subgrade, excavation of deep cuts and utility trenches may be difficult in some locations, particularly within the volcanic rock units, due to the presence of boulders and hard bedrock. In general excavation can be accomplished with an excavator, dozer, or similar heavy equipment. No exceedingly deep cuts are expected to be needed for this development. Excavation characteristics are variable across the site due to variable degrees of moisture content and subsequent weathering, and topographic and geologic changes. Areas of hard excavation may also be encountered in the terrace gravel deposits.

Roads and Homesites

Road construction and utility placement are feasible for this site with respect to engineering characteristics of the native materials and slope stability of the site. Shallow soil depths dominate the western portion of the project and while typically can be excavated to 8 feet, in



some areas may require "rock" excavation for deep cuts or the placement of utilities in some *limited* locations, although blasting should not be necessary. Road locations have been selected to minimize site disturbance and minimize cuts and fills

Roads and homesites have been located and designed so as not to interfere with or alter natural drainage. Where necessary, drainage mitigation requirements can be incorporated into the designs of roads and homesites to avoid damage to structures or slope stability concerns from oversaturation of the soils.

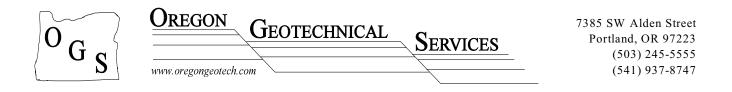
Erosion potential of the disturbed soils in the project area is high, once the vegetation cover has been removed. Erosion control measures will therefore be necessary during construction.

Design Areas

For civil design purposes, the area of Sunridge Subdivision 1st Addition can be subdivided into "design areas" based on similarities and differences of the engineering characteristics of the site soil and rock materials. The project area has been divided into 4 design areas: (A) shallow soils over weathered bedrock, (B) Lot 37, (C) deep colluvial soil, and (D) cemented gravels. Please see attached figure: "Sunridge Subdivision 1st Add., Lowell OR, Geotechnical Design Areas". Boundaries between design areas are approximate. Delineation is based on test pits, surface expression, soils and topography, and can be refined during site grading if necessary.

DESIGN AREA A: Shallow soils over weathered volcanic rock

Lots 17 - 19 are on gently sloping ground to the west of and accessed off of Wetleau Drive. Lots 33 - 36 are above Sunridge Lane and are accessed from below. The building site on Lot 33 is gently sloping and generally at road level. Lot 34 has a gently sloping area adjacent to the road and then slopes moderately uphill toward the back of the lot. Lots 35 slopes uphill from the road, but appears to have room for a daylight basement or lower level garage. Lots 36 has a cut adjacent to Sunridge Lane and the building site are approximately 5 - 10 feet above the adjacent road grade. Lots 23 - 26 are on moderately steep ground below Sunridge Lane or their own driveway. The 15 to 20 % slope building area on lot 26 is restricted due to the steep slopes (>40%) on the lower portion of the lot.



Design Area A is characterized by the shallow soils overlying highly weathered volcanic rocks or terrace gravels (see "Soil/Geology Areas"). Soil thickness varies between 1 and 3 feet. The typical soil profile in this area consists of approximately 1 to 3 feet of bouldery topsoil underlain by highly weathered ashy volcanic rock.

Construction in this area will require treatment of surface and sub-surface runoff of storm water, and subsurface water where the driveway or road construction cuts into the slope. Appropriate drainage and ditching options should be included in development plans. Bearing capacity of the soil and weathered rock will be lower and settlement potential will be greater in areas where the structural subgrades are not protected from saturation due to runoff and/or flooding.

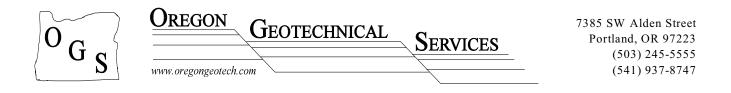
Post-construction alteration and weathering of the volcanic subgrade can readily occur if drainage across the construction area is not appropriately handled. Runoff should not be allowed to flow laterally across the building site. Pudding on areas of structural subgrade should be avoided. The subgrade should be graded with either a crown, or a slope, but care should be taken to avoid any closed depressions in the subgrade.

DESIGN AREA B: Lot 37

Design Area B has the same characteristics as lots 35 and 36 of Design Area A, with the addition of the following: An old cattle-watering pond was filled with topsoil in this location and this soil will have to be removed prior to construction of a residence. The Developer, Shadetree, Inc has a survey of the lot prior to construction to assist in the removal of the fill. It is expected that the pond was built in this location due to pre-existing seeps in this area. Groundwater seepage out of the cuts should be anticipated at this site, and careful attention to drainage recommendations and their implementation will be very important at this lot.

DESIGN AREA C: Deep colluvial soils over volcanic rock

This design area is characterized by the presence of deep colluvial soils with the occasional clay layer. It is likely that the thickness of this clay layer varies laterally, and that its composition is not completely uniform throughout the design area (due to variations in the parent material). The soil profile in Design Area C typically consists of 1 to 2 feet of topsoil overlying up to approximately 6 feet of colluvial soil, on top of weathered volcanic rocks. Prior to residential construction on these lots, the development plans should be reviewed by Oregon Geotechnical



Services to evaluate the placement of the structure on the lot, to determine possible setback restrictions from the lower slopes, and/or methods to mitigate setback issues. The building area on Lots 28, 30 and 32 is restricted due to the steep slopes on the lower portion of the lot. Inspections during construction should be performed to ensure that the structures are placed as evaluated, and that the foundation subgrade material is suitable strength for the proposed structure.

Construction in this area will require treatment of surface and sub-surface runoff of storm water, and subsurface water where the driveway or road construction cuts into the slope. Appropriate drainage and ditching options should be included in development plans. Bearing capacity of the soil and weathered rock will be lower and settlement potential will be greater in areas where the structural subgrades are not protected from saturation due to runoff and/or flooding.

Due to steep slopes, thick soil deposits, possible clayey soils and drainage problems, residential construction within this design area will require foundation options developed by a qualified professional civil/geotechnical engineer, or engineering geologist , based on information contained in this report and/or additional, site specific, drainage or other construction parameters. Driveway construction will require special treatment of the subgrade. This treatment may warrant overexcavation of the subgrade, geotextile fabric, deep free-draining fills, and specific measures for proper drainage (see "Recommendations" section).

DESIGN AREA D: Shallow soils over cemented terrace gravels

Design Area D has the same characteristics as Design Area A, with the addition of the following: The surficial soils are underlain by very dense, cemented gravels and sands. Excavation of the cemented gravels can be difficult, and drainage will be important due to the high runoff off of the cemented gravels.

Slope Stability

Site investigations over the past seven years and analysis of aerial photographs from 1979, 1990, and 2003 indicate that the site has not undergone significant slope movement in the past 25 years. Though slope stability should not be effected by residential development, oversteepened (steeper than the recommendations below) cutbanks potentially created for homesite building pads or road construction may need to be reinforced with retaining structures and provided with proper drainage to prevent slumping.

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6.00 Recommendations: All Design Areas (except as noted)

General Grading

Minimize cuts and fills during construction. Locate driveways following existing contours where possible to avoid additional cutting or filling.

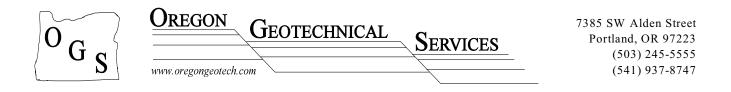
General grading may be difficult due to the presence of large boulders up to 4 feet in diameter. It may be necessary to remove "oversize" material and backfill with compacted gravel to establish a smooth finished grade.

Unless approved by a qualified soils engineer or engineering geologist, site soils may not be used as structural fill, with the possible exception of soil created by the remolding of the weathered rock material and the terrace gravels. In no case should the clays or clayey colluvium be used at structural fill. The topsoil unit contains individual clasts too large for use as structural fill, and the matrix of the soil has a high clay content. The colluvium and clayey soils also contains too much clay, and will therefore have high shrink swell reactions to wetting and drying, and has poor compaction characteristics. Suitability of the weathered rock material and terrace gravels for use as select fill may require assessment and approval by a qualified soils engineer or engineering geologist, at the time of exposure (field testing and possible proctor test) to determine suitability for use as structural fill. Some areas may require the use of imported select fill or free draining fill (see below).

Select fill is defined as soil, rock, or soil and rock mixtures with a maximum plasticity index of 12, or 1 inch or ³/₄ inch minus, clean well graded crushed gravel or rock, meeting the approval of the inspector or engineering representative.

Free draining fill shall consist of clean coarse gravel or crushed stone with no greater than 50% of the material being less than 1/4 inch in size, and having less than 5% fines (silt or clay size particles) meeting the approval of the inspector or engineering representative.

At the time of construction, a qualified specialist may recommend that the exposed subgrades be proof-rolled with a loaded dump truck having a static weight of at least 45,000 pounds. Generally, areas found to be soft or otherwise unsuitable for supporting anticipated structural loads during a proof-roll test can de reinforced by over-excavation and replacement with compacted fill. Subgrade reinforcement at this site may be achieved by placement of a 6 - 12



inch minimum thickness, base course of coarsely crushed (3" minus minimum) or pit-run rock, directly onto the native subgrade, and then capping with the aggregate surfacing (1 $\frac{1}{2}$ " minus maximum). Geotextile reinforcement may be used as subgrade reinforcement in lieu or addition of a base-course, however, only on areas with grades less than 10 %. Geotextile used on this project should be open woven (not felt) to accommodate drainage through the road structure.

Cuts and Fills

Minimize cuts and fills. Maximum fill slope should be 2 : 1 (H:V) unless specified and designed by a qualified engineer. Maximum cut slope should be $1 \frac{1}{2} : 1$ (H:V), should be used unless specified and designed by a qualified engineer, except in areas of dense bedrock, where a maximum slope for the rock section only, can be steepened to 1 : 1 (H:V).

All fills should be constructed on a subgrade of mineral soil or rock and fills higher than 6 feet should be toe-benched to provide lateral sliding resistance.

Fills crossing draws or wet areas should be constructed to provide drainage through the fill so that the fill does not become saturated. This can be accomplished by use of relief culverts and/or free-draining fill material.

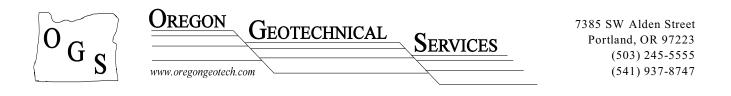
Stripping

Prior to any cutting or filling, the site should be stripped to a sufficient depth to remove all grass, weeds, roots, and other vegetation, including trees and their root systems.

The minimum stripping depth should be ± 6 inches. The site should be stripped to such greater depth as the soil engineer/engineering geologist or their representative in the field may consider necessary to remove materials that in his opinion are unsatisfactory.

The stripped material should either be removed from the site or stockpiled for reuse later as topsoil, but none of this stripped material may be used for engineered fill.

When trees are removed, the soils loosened by the roots should be overexcavated at least to the bottom of the disturbed zone and to the width of the equipment. These excavations should be backfilled with engineered fill if in or adjacent to areas of home or road construction.



Construction activities shall remove only the vegetation necessary to accommodate approved development on the parcel. The boundaries of the clearing limits shown on this plan shall be clearly flagged in the field prior to construction. During the construction period no disturbance beyond the flagged clearing limits shall be permitted. Natural vegetation shall remain on all areas of the property not required for construction. Vegetation shall be placed as rapidly as possible after construction and site development. Seeding and re-vegetation shall be performed no later than Sept. 21 for each phase of construction. All exposed soil shall be seed, sodded, revegetated and/or planted to mitigate erosion. Exposed soils areas can be mulched with straw other cover (bark chips), covered with jute-matting, or other stabilization product to prevent direct erosion of the soil, until the establishment of the vegetative cover. An appropriate fertilizer and regular watering during the dry months shall be used to speed the establishment of the vegetative cover. Native shrubs and trees shall be planted wherever possible to contribute to the long term revegetation and stability of the site.

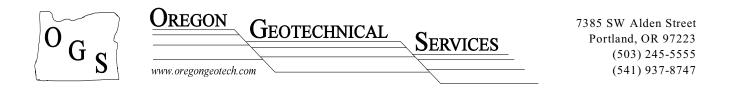
Scarify and Recompact

Before placing any fill the field inspector may recommend that the surface of the exposed soil should be scarified to a minimum depth of 6 inches, watered or aerated as necessary to bring the soil to a moisture content that will permit compaction, and recompacted by mechanical means to a minimum of 90 percent of the maximum dry density determined from the standard Proctor laboratory test. Compaction testing may be performed with nuclear densiometers or preferably by proof rolling with a loaded dump truck having a static weight of at least 45,000 pounds.

Prior to placing fill, the Contractor should obtain the soil engineer's or engineering geologist's approval of the site preparation in the area to be filled.

Compaction

Any fill in proposed construction areas must be placed only after the subgrade is properly prepared and then approved by a qualified engineering geologist or geotechnical specialist. At the time of construction, a qualified specialist may recommend that the exposed subgrades be proof-rolled with a loaded dump truck having a static weight of at least 45,000 pounds. Generally, areas found to be soft or otherwise unsuitable for supporting anticipated structural loads during a proof-roll test are over-excavated and replaced with compacted fill.

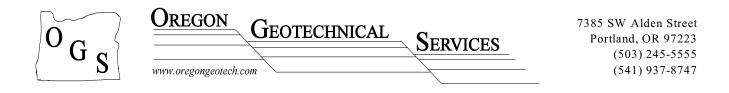


Structural fill materials for rigid structures should be placed in layers that, when compacted, do not exceed about 6 to 8 inches for fine-grained soils (silts and clays) and about 10 to 12 inches for granular materials (sand and gravel). Fill materials may need to be moistened or dried to achieve near optimum moisture conditions and then compacted by mechanical means to a minimum of 95 percent of the maximum dry density determined from the modified Proctor laboratory test for fills less than three feet thick, and a minimum of 90 percent of the maximum dry density determined for the fill below three feet depth in fills deeper than three feet thick.

Compaction testing should be run frequently during the placement of fill. Due to the rocky and variable nature of the native materials, proctor values and nuclear density testing are fairly inaccurate for the fills being constructed at this site. We recommend that compaction effort during construction is tested by proof-rolling with a loaded dump truck having a static weight of at least 45,000 pounds. Generally, areas found to be soft or otherwise unsuitable for supporting anticipated structural loads during a proof-roll test can de reinforced by over-excavation and replacement with compacted fill. Subgrade reinforcement at this site is best achieved by placement of a 6 - 12 inch thick, base course of coarsely crushed (3" minus minimum) or pit-run rock, directly onto the native subgrade, and then capping with the aggregate surfacing (1 $\frac{1}{2}$ " minus maximum). Geotextile reinforcement may be used as subgrade reinforcement in lieu or addition of a base-course, however, only on areas with grades less than 10 %. Geotextile used on this project should be open woven (not felt) to accommodate drainage through the road structure.

If the exposed subgrade has standing water on it or will not accept the weight of excavating equipment without deflection or significant rutting, a geotextile barrier should be installed (Typar 3401, Amoco 2002, or equivalent), or a heavy base barrier (3" open graded quarry rock) should be placed to prevent intermixing of rock fill and the underlying soils. The compacted fill can then be placed as recommended (above). Oregon Geotechnical Services should be notified if this condition is encountered, and should inspect the excavation prior to placement of gravel or forms in order to verify soil conditions.

Approval of sub-grade prior to placement of rock or road structure shall be obtained from Oregon Geotechnical Services, the project engineer, or the City of Lowell.



Engineered Fill

Engineered fill is a structural fill upon which the Soil engineer has made sufficient test and observations to enable him to issue a written statement that in his opinion the fill has been built of appropriate select material, and placed and compacted in accordance with the specification requirements.

Engineered fill placement should be observed by an engineering technician, and density tests or proof rolling should be repeatedly performed to verify that the density of the fill is adequate to meet the degree of compaction recommendations and engineering needs.

Residential Foundation Construction

Design Area A, B, and D:

Design Areas A, B and D are characterized by shallow soils overlying highly weathered volcanic rocks (or in "D" very dense cemented gravels and sands), see "Geotechnical Design Areas" and "Revised Soil/Geology Areas". Soil thickness varies between 1 and 3 feet. The typical soil profile in this area consists of approximately 1 to 3 feet of bouldery topsoil underlain by highly weathered ashy volcanic rock, or very dense cemented gravels and sands. As mentioned previously, Design Area B (Lot 37) has an old cattle-watering pond that was filled with topsoil. The non-structural fill will have to be removed prior to construction of a residence. The Developer, Shadetree, Inc has a survey of the lot prior to construction to assist in the removal of the fill.

Construction in this area will require treatment of surface and sub-surface runoff of storm water, and subsurface water where the construction cuts into the slope. Appropriate drainage and ditching options should be included in development plans. Bearing capacity of the soil and weathered rock will be lower and settlement potential will be greater in areas where the structural subgrades are not protected from saturation due to runoff and/or flooding.

In this design area, the shallow soil and rock units that are generally free of the clay soils. According to this site investigation, soil types expected to be encountered during this phase of



construction at the site are primarily shallow ML (sandy silt, see following data), underlain by highly varied volcanic rock that remolds to sandy silts with highly variable amounts of rock fragments or clay (Design Area A, B), or very dense cemented gravels and sands (Design Area D).

The footings should extend into medium dense soils or firm to hard, less altered rock material. Footings placed in the silty soils in Design Areas A, B, and D can be designed for allowable pressures of 1500 psf for dead loads, 1800 psf for combined dead plus live loads and 2200 psf for all loads including wind or seismic. Footings placed into weathered volcanic rock can be designed for allowable pressures of 2000 psf for dead loads, 2500 psf for combined dead plus live loads and 3000 psf for all loads including wind or seismic. Spread footing placed in the silty soils could experience ½ inch of differential, and ¾ inch of total settlement. Footings placed on bedrock should experience negligible settlement, provided appropriate drainage relief is provided.

Retaining walls supporting level backslopes in the surficial soils may be designed using an equivalent fluid pressure of 45 psf (active pressure). Passive pressure is approximately 225 psf in the silty soil and 500 psf in the underlying bedrock

Where the backslope extends upward behind the wall at an inclination of 2 horizontal to 1 vertical the active pressure should be increased to 60 psf. Pressures associated with intermediate backslope inclinations can be interpolated between these values. The active earth pressures on retaining walls can be reduced by 30% below a depth of 5 feet.

Excavation and grading work may be difficult due to the presence of large blocks within the weathered rock. It may be necessary to remove "oversize" material and backfill with compacted gravel to establish a smooth grade. If there is a delay between the site grading work (building pad preparation), and the construction of the structure, the subgrade should be scarified and recompacted to the 95% minimum at the time of construction.

Large, continuous grade pads will be difficult to prepare due to the slopes, rocky soils, and shallow bedrock. It may be necessary to remove "oversize" material from the surficial soils, and backfill with compacted gravel to establish a smooth grade. Footings in areas of greater than 15% slope will need to be keyed into bedrock, rather than floated on soil or fill. All homesites in



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this Design Area will require treatment of surface and sub-surface runoff of storm water. Appropriate drainage and foundation waterproofing and moisture control options should be included in homesite development plans.

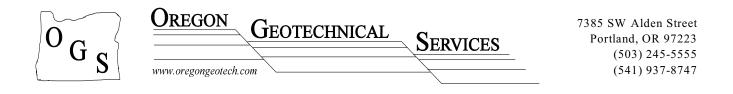
Homesites in Design Areas A, B and D, may be placed on a constructed bench cut into the slope with sufficient depth to allow the footing to be founded directly on undisturbed soils or weathered rock.

A potentially more befitting alternative for this design area might be a series of smaller benches, or benched trenches for the footings, which would be easier to excavate, produce lower cutslopes, and create less site impact. Homes should be constructed only on the "cut" portion of the bench, and in this case can be constructed with shallow spread footings. In areas of steeper slopes, the outer margin of the bench will be a prism of soil that is not suitable for foundation placement.

All grading work associated with residential construction should be performed in accordance with the general grading recommendations described above.

If the exposed subgrade has standing water on it, obvious soft areas, or will not accept the weight of construction equipment without deflection or significant rutting, these areas should be overexcavted and backfilled with compacted select fill. A geotextile barrier may be installed (Typar 3401, Amoco 2002, or equivalent), or a heavy base barrier (3" open graded quarry rock) may be placed to prevent intermixing of rock fill and the underlying soils. Compacted fill can then be placed as recommended (above). Oregon Geotechnical Services should be notified if this condition is encountered, and should inspect the excavation prior to placement of gravel or forms in order to verify and approve soil conditions.

The choice of foundation type depends on the site specific conditions for each lot. Specific foundation design recommendations for each lot are beyond the scope of this report. Oregon Geotechnical Services may be contacted for plan review and to prepare a lot-and-home-placement specific Foundation Investigation for the individual lots and the proposed home construction plans prior to construction if needed.



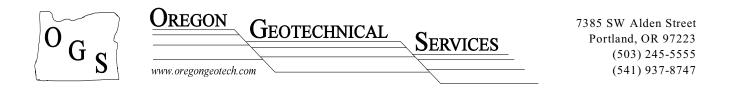
Design Area C:

Design Area C is characterized by the presence of deep colluvial soils with the occasional clay layer see "Geotechnical Design Areas" and "Revised Soil/Geology Areas". It is likely that the thickness of this clay layer varies laterally, and that its composition is not completely uniform throughout the design area (due to variations in the parent material). The soil profile in Design Area C typically consists of 1 to 2 feet of topsoil overlying up to approximately 6 feet of colluvial soil, on top of weathered volcanic rocks.

Prior to residential construction on these lots, the development plans should be reviewed by Oregon Geotechnical Services to evaluate the placement of the structure on the lot, to determine possible setback restrictions from the lower slopes, and/or methods to mitigate setback issues. Inspections during construction should be performed to ensure that the structures are placed as evaluated, and that the foundation subgrade material is suitable strength for the proposed structure.

The foundations in design area C should be designed to accommodate the potential for differential settlement in the colluvial soils. Footings placed in the silty soils or colluvium in Design Area C can be designed for allowable pressures of 1000 psf for dead loads, 1250 psf for combined dead plus live loads and 1500 psf for all loads including wind or seismic. In addition , the footings should be designed as grade beams to mitigate the potential for differential settlement within the colluvium. Spread footing placed in the colluvial soils without either structural strengthening or underpinning could experience greater than ½ inch of differential, and ³/₄ inch of total settlement. In order to eliminate to potential for differential settlement, footings can be deepened, and placed into weathered volcanic rock can be designed for allowable pressures of 2000 psf for dead loads, 2500 psf for combined dead plus live loads and 3000 psf for all loads including wind or seismic. Footings placed on bedrock should experience negligible settlement, provided appropriate drainage relief is provided.

Slabs-on-grade (native soil) may be utilized in Design area C, however, these slabs would necessarily have to be supported upon the colluvial soils and could be subjected to movements corresponding to settlement within the colluvial soils. We recommend that the slabs be reinforced with bars and not welded wire mesh, because mesh is usually rendered non-functional by the people and equipment placing the mesh and the fresh concrete. Reinforcing quantity



should probably be somewhat more than the minimum required by the code for temperature and shrinkage, to provide extra strength that would resist differential movement that might occur as the underlying soil volume changes.

If the exposed subgrade has standing water on it, obvious soft areas, or will not accept the weight of construction equipment without deflection or significant rutting, these areas should be overexcavted and backfilled with compacted select fill. A geotextile barrier may be installed (Typar 3401, Amoco 2002, or equivalent), or a heavy base barrier (3" open graded quarry rock) may be placed to prevent intermixing of rock fill and the underlying soils. Compacted fill can then be placed as recommended (above). Oregon Geotechnical Services should be notified if this condition is encountered, and should inspect the excavation prior to placement of gravel or forms in order to verify and approve soil conditions.

Retaining walls supporting level backslopes in the colluvial soils of Design Area C may be designed using an equivalent fluid pressure of 50 psf (active pressure). Passive pressure is approximately 200 psf in the colluvial soil and 500 psf in the underlying bedrock

Where the backslope extends upward behind the wall at an inclination of 2 horizontal to 1 vertical the pressure should be increased to 70 psf. Pressures associated with intermediate backslope inclinations can be interpolated between these values. The earth pressures on retaining walls can be reduced by 30% below a depth of 5 feet.

Foundation options include deep spread footings, grade-beams with underpinning, etc, and will need to be designed by a qualified professional, on a lot by lot basis. Homesites in Design Areas C may be placed on a constructed bench that should cut into the slope with sufficient depth to allow the footing to be founded directly on firm to hard volcanic rock. If, following excavation, a portion of the bench is located on soil instead of rock, approval of soil will be required by a soil engineer or engineering geologist, as described above. If the soil does not meet the approval of the soil engineer or engineering geologist, overexcavation to approved material (or a minimum of 18" and subsequent backfilling with compacted aggregate, if in clayey soils) will be necessary to provide adequate subgrade strength and reduce the threat of shrink-swell reactions from the colluvial and clayey soil



Construction in this area will require treatment of surface and sub-surface runoff of storm water, and subsurface water where the driveway or homesite construction cuts into the slope. Appropriate drainage and ditching options should be included in development plans. Bearing capacity of the soil and weathered rock will be lower and settlement potential will be greater in areas where the structural subgrades are not protected from saturation due to runoff and/or flooding. Homesite construction may require special treatment of the subgrade, including overexcavation of the subgrade, and specific measures for proper drainage.

If the exposed soil has standing water on it or will not accept the weight of excavating and construction equipment without deflection or significant rutting, Oregon Geotechnical Services should be notified, and should inspect the excavations prior to placement of gravel in order to verify soil conditions, and provide additional data and recommendations. Further excavation may be required. Fills are not recommended in this design area due to the steepness of the site slopes.

All grading work associated with street construction should be performed in accordance with the general grading recommendations given above.

Utilities (All Design Areas)

All utility trench backfills should be compacted to a minimum degree of compaction of 90% (95% if sand is used).

Onsite soils can be used to backfill the trenches and excavations except where trenches underlie structural improvements such as streets or slabs on grade. However, due to the blocky nature of the site soils, these materials have poor compaction characteristics, and the additional effort required to achieve compaction often results in damage to the utility lines.

In areas where trenches underlie structural improvements, select fill should be used and a minimum degree of compaction of 95% should be achieved.

Utility trenches should be backfilled with engineered fill if settlement is a concern in nonstructural, yet still critical areas such as landscaping.



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Trench fill material should be placed in thin layers and each layer should be mechanically compacted to achieve the recommended degree of compaction.

Drainage and Erosion (All Design Areas)

Post-construction alteration and weathering of the volcanic subgrade can readily occur if drainage across the construction area is not appropriately handled. Runoff should not be allowed to flow laterally across the building site. Pudding on areas of structural subgrade should be avoided. The subgrade should be graded with either a crown, or a slope, but care should be taken to avoid any closed depressions in the subgrade.

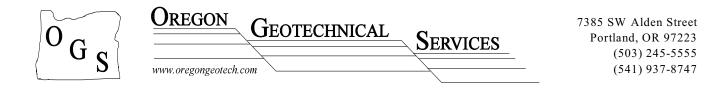
Grading should be performed during the spring and summer, when dry weather permits, but prior to drying out of the soil profile.

Downspouts should discharge into a piping system that carries the roof runoff away from building perimeters.

Do not allow stormwater to runoff in concentrated streams across the faces of construction slopes.

Protection of existing vegetation and groundcover, and an aggressive revegetation program on exposed soil will aid in minimizing erosion and off site sediment migration. Established vegetation will also reduce the amount of sloughing and ravelling of exposed surfaces.

Due to the sods ability to naturally capture sediment and then disperse the runoff, silt fencing is not needed along the majority of the project length, however this area still needs to be monitored for any area where water is concentrating and not dispersing into the sod. Silt fencing or other ESC devices will be needed along areas where there are construction activities adjacent to a property line (within 50 feet), such as the utility line installation in the southwest corner of the parcel.



Seismic Zone (All Design Areas)

The area of Lowell, Oregon is in Seismic Zone 3. For residential projects, this correlates to a Seismic Zone Factor Z=0.3, a seismic coefficient (Ca) of .36, and a seismic coefficient (Cv) of .54.

Crawl Space Moisture (All Design Areas)

Moisture intrusion into the crawl spaces of raised subfloor type construction is a common problem. The following steps should be taken to minimize dampness under buildings. The landscaping and ground surface around the perimeter of the structure should be graded so that the ground surface slopes away from the foundation.

The crawl space can be graded with a slight slope, preventing water from ponding in the crawl space and enabling the water to flow towards one or more designated low areas, where the water could be collected in small area drain type catch basins and discharged out from beneath the foundations through solid pipes.

If a gravity outlet is not possible, it might be necessary to install a sump and a self starting sump pump at the low point.

Vapor transmission in the crawl space can be blocked to a certain extent by covering the space with plastic sheeting.

If a more rigorous attempt to control moisture intrusion is desired, it would be possible to install subsurface drains around the perimeter of the buildings to intercept the migrating subsurface water before it can reach the crawl space.

To be effective subsurface drainage should be constructed as close to the outside of the foundation as possible. The bottom of the drain should extend at least 4 to 6 inches below the level of the adjoining crawl space. The subsurface drain should consist of trenches with a minimum width of 12 inches and backfilled with gravel surrounded by an accetextile. A 3 or 4 inch diameter perforated pipe should be embedded in the permeable material or gravel near the



subsurface drain trench to facilitate removal of the accumulated water. The upper 6 inches of the subsurface drain should be covered with on site, impervious soil tamped into place to prevent surface water from flowing into the subsurface drain system.

Plan Review

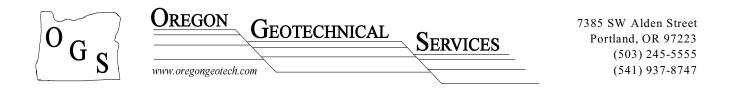
As noted previously, the choice of foundation type depends on the site specific conditions for each lot and individual preferences as to style and size of the home. Specific foundation design recommendations for each lot are beyond the scope of this report

Due to the deep colluvial deposits in Design Area C, prior to residential construction on these lots, the development plans should be reviewed by Oregon Geotechnical Services to evaluate the placement of the structure on the lot, to determine possible setback restrictions from the lower slopes, and/or methods to mitigate setback issues. This will enable us to evaluate specifics of the construction and to make supplemental recommendations if appropriate.

Construction Observation

Building sites in Design Areas A, B, and D do not require special inspections by a geotechnical specialist, however, as mentioned above, if the exposed soil has standing water on it or will not accept the weight of excavating and construction equipment without deflection or significant rutting, Oregon Geotechnical Services should be notified, and should inspect the excavations prior to placement of gravel in order to verify soil conditions, and provide additional data and recommendations.

Due to the deep colluvial deposits in Design Area C, during residential construction on these lots, inspections during construction should be performed to ensure that the structures are placed as evaluated, and that the foundation subgrade material is suitable strength for the proposed structure. Excavations for the footings should be done under the direct observation of the engineering geologist or soil engineer. The purpose of these observations would be to determine the depth at which supporting materials are encountered and to verify that the footings extend to the minimum required depth.



Oregon Geotechnical Services can provide inspection services at the time of construction to verify compliance with the recommendations in this report. Design revisions or major changes to the development plans should be submitted to our office for review to verify compliance with the geotechnical recommendations in this report.

We recommend that Oregon Geotechnical Services the project engineer, or the City of Lowell be retained to provide construction observation and testing services in connection with the placement and compaction of engineered fills. A technician should be on site while the fills are being placed and being compacted, and field and/or laboratory tests should be made to verify that recommended minimum degrees of compaction are being achieved in the field.

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7.00 Limitations

This report was prepared for the exclusive use of Shade Tree Properties Inc, and its authorized agents. Professional services were rendered in accordance with generally accepted geotechnical services, and using the degree of care and skill ordinarily exercised under similar circumstances by firms or individuals practicing in similar locations. In the event that changes in the nature, design or layout of the project are made, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and verified in writing.

The purpose of a geotechnical investigation is to reasonably evaluate the potential for impact of past and/or present construction practices on a given property. In performing a geotechnical assessment, it is understood that a balance must be struck between a reasonable inquiry into the pertinent issues, and an exhaustive analysis of each conceivable issue of potential concern.

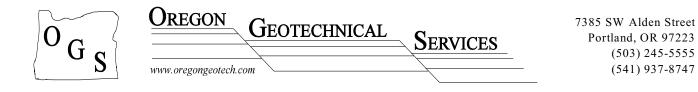
Analysis, conclusions and recommendations included in this report relate to conditions at the time the services were performed. Data was accumulated from overall site reconnaissance exploration. Subsurface exploration provides information at the point of exploration, however, variations in soil conditions may exist between points of exploration.

If you have any comments or questions please give a call at (541) 937-8747

Sincerely, Oregon Geotechnical Services

David E. Reich Certified Engineering Geologist Attachments



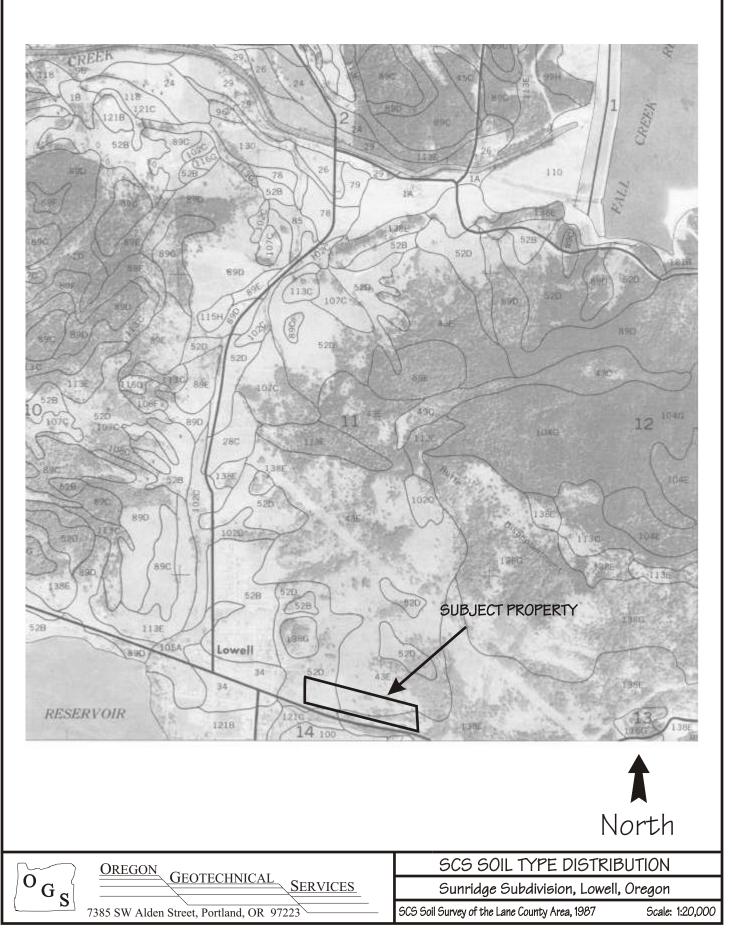


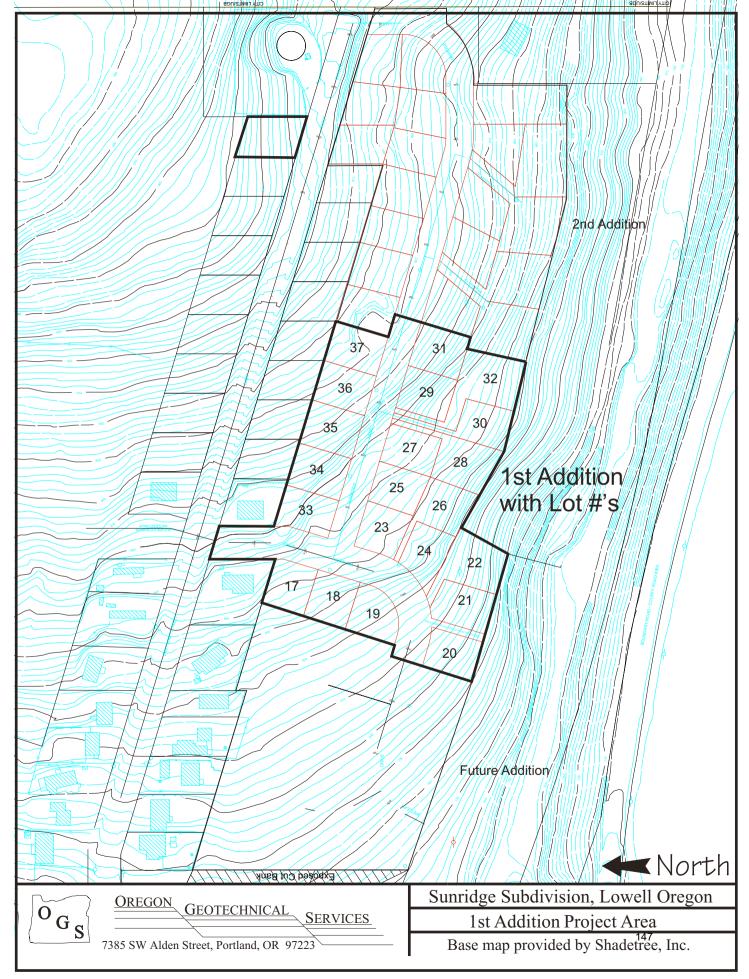
8.00 References

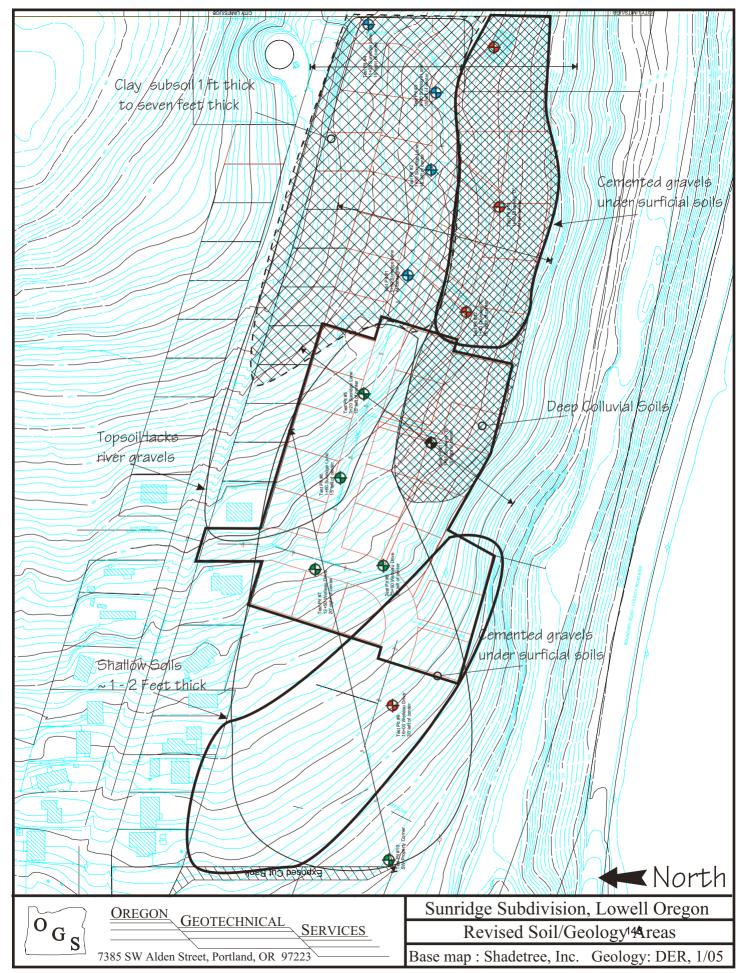
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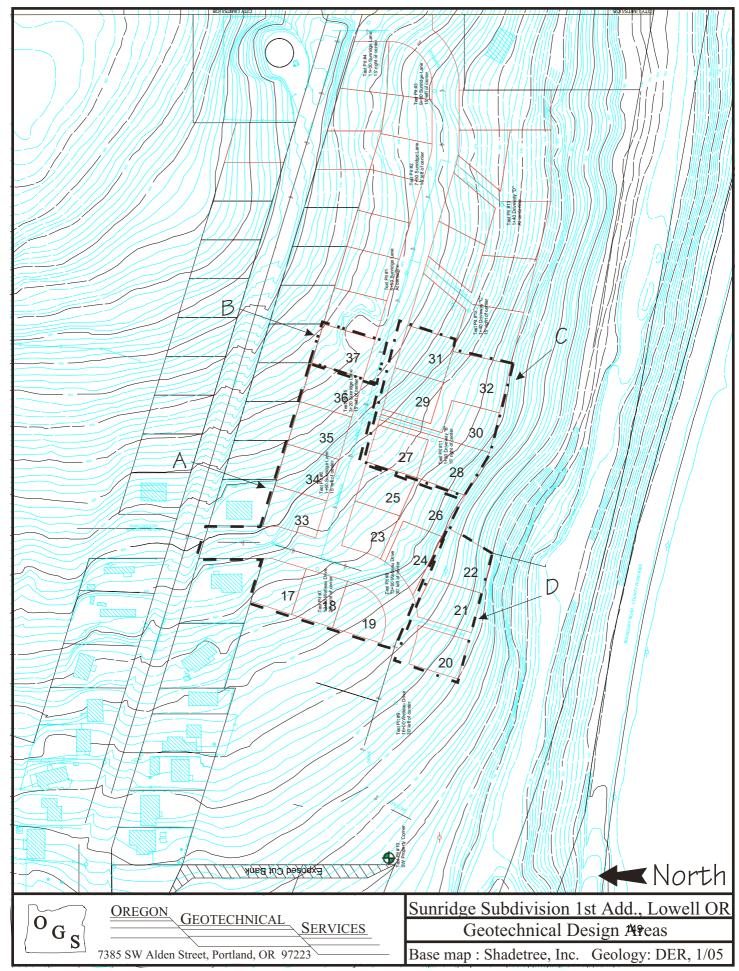
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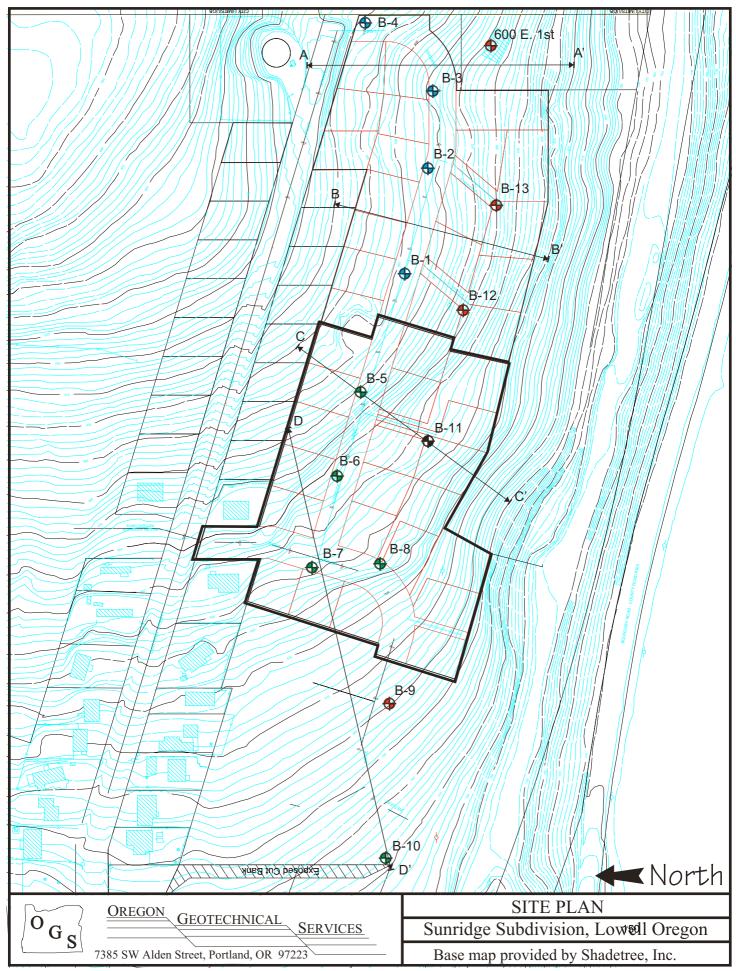


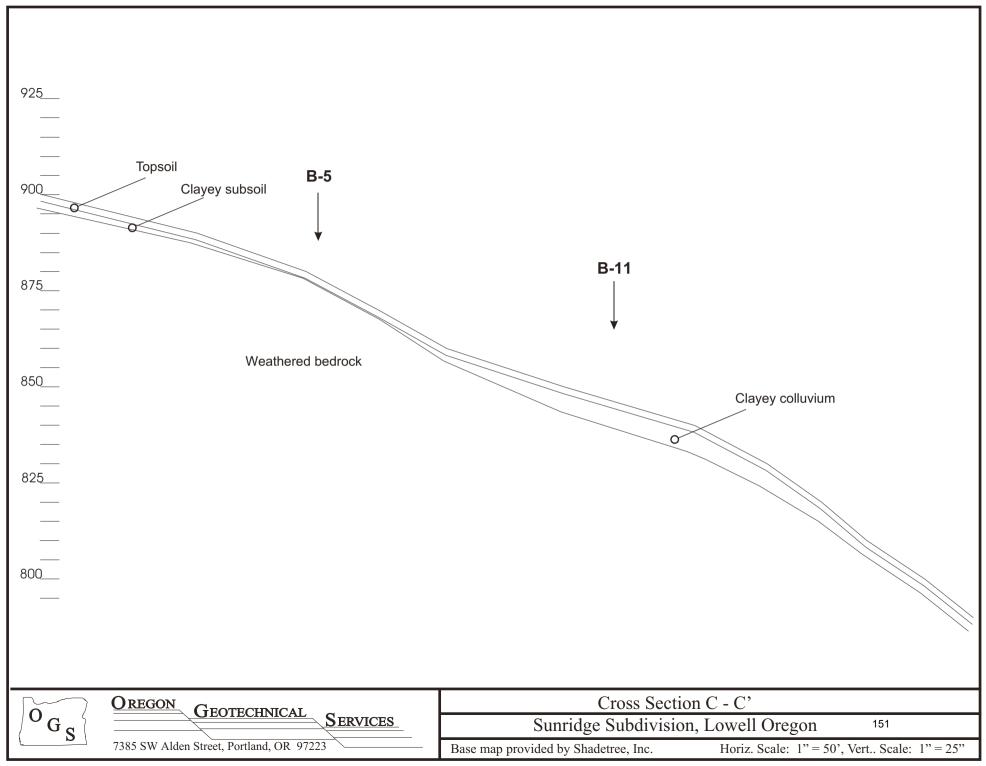


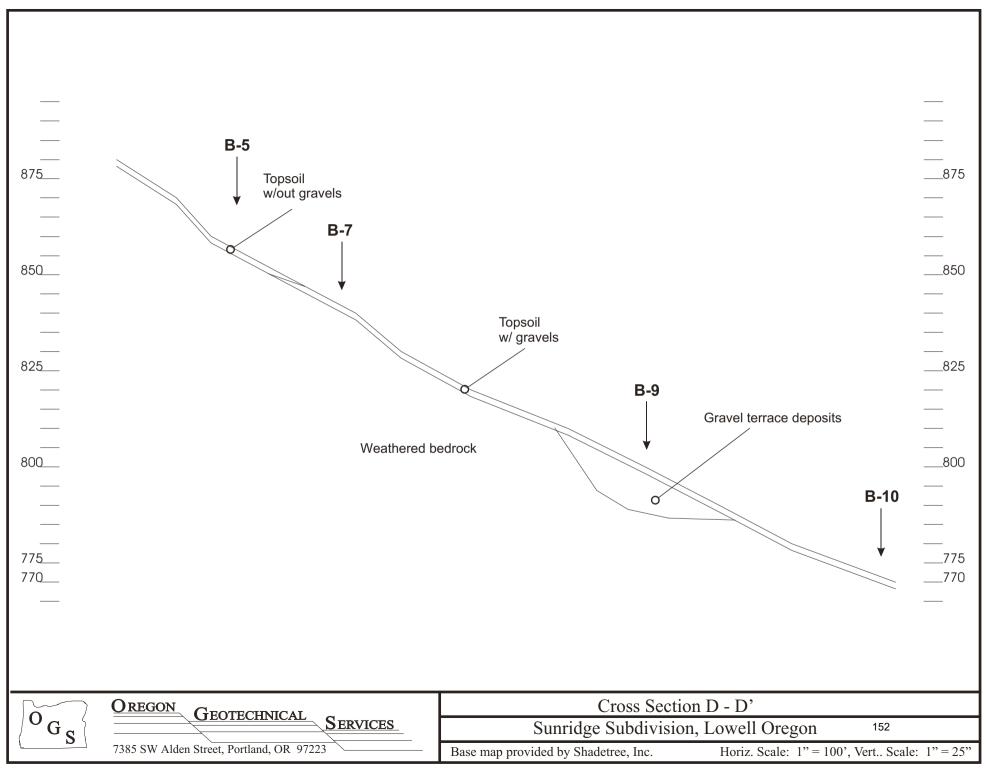












BORING NUMBER: B -5									
PROJECT: Sunridge Subdivision, Lowell, Oregon									
DATE:	11-13-200	3			HOLE DIMENSIONS: 2' x 5'			DEPTH OF HOLE: 8 feet	
EQUIP:	JD Backł	ioe			HOLE LOC: See Site Plan			DEPTH TO ROCK: See Logs	
OPERATOR: Shadetree					HOLE ELEVATION: See Site	Plan	DE	CPTH TO WATER: see below	
ELEVA- TION (feet)	DEPTH	LEGEND	USCS		DESCRIPTION		BPF	SPECIFIC DATA / COMMENTS	
	1		MH ML		SOIL : Sandy Silt with a oulders. Dark brown, Mo	oist, loose/soft.		Contains numerous roots and organic debris	
	2 =		Μ		Moist, soft to medium consistancy		=		
	3 4 5 6 7 8 9 10			West Med with Colo Rem	ATHERED ROCK: Little l ern Cascade Volcanoclasti- ium dense to dense, large, hard, rocks and boul r ranges from gray to buff, olds to sandy silt/silty sand	cs. Iders highly variable. I and rocks		Rock fragments and density increasing with depth No seepage encountered	
	\frown	OREGO	DN GF	OTECH		PROJECT: Sunri	dge Su	bdivision, Lowell, Oregon	
	S 738	35 SW Ald	$-\neq$	、	I, OR 97223	BORING N	IUMBI	E R: B - 5 DER 11/03	

BORING NUMBER: B -6									
PROJECT: Sunridge Subdivision, Lowell, Oregon									
DATE: 11-13	-2003			HOLE DIMENSIONS: 2' x 5'			DEPTH OF HOLE: 8 feet		
EQUIP: JD H				HOLE LOC: See Site Plan		D	EPTH TO ROCK: See Logs		
OPERATOR	: Shadetree			HOLE ELEVATION: See Site Plan			DEPTH TO WATER: see below		
ELEVA- TION (feet) DEF	TH LEGEND	USCS		DESCRIPTION		BPF	SPECIFIC DATA / COMMENTS		
1		ML		SOIL : Sandy Silt with al boulders. Dark brown, Mc			Contains numerous roots and organic debris		
3 4 5 6 7 8 9 10			West Med with Colo Rem	ATHERED ROCK: Little I tern Cascade Volcanoclastic ium dense to dense, large, hard, rocks and boul or ranges from gray to buff, olds to sandy silt/silty sand	cs. ders highly variable. l and rocks		Rock fragments and density increasing with depth No seepage encountered		
$\left[\right]$	OREGO	<u>)n</u> Ge	ЕОТЕСН		PROJECT: Sunric	lge Sı	ubdivision, Lowell, Oregon		
OGS	7385 SW Ald	$-\neq$		<u>SERVICES</u>	BORING N	UMB	ER: B - 6 DER 11/03		

BORING NUMBER: B -7									
PROJECT: Sunridge Subdivision, Lowell, Oregon									
DATE:	11-13-200	3			HOLE DIMENSIONS: 2' x 5'	DI	DEPTH OF HOLE: 8.5 feet		
EQUIP:	JD Backł	noe			HOLE LOC: See Site Plan		DI	DEPTH TO ROCK: See Logs	
OPERATOR: Shadetree					HOLE ELEVATION: See Site	Plan	DI	DEPTH TO WATER: see below	
ELEVA- TION (feet)	DEPTH	LEGEND	USCS		DESCRIPTION		BPF	SPECIFIC DATA / COMMENTS	
	1		ML	fragn	SOIL : Sandy Silt with a nents and alluvial (river) ; brown, Moist, loose/soft	gravel and cobbles.		Contains numerous roots and organic debris Alluvial gravels	
	3 4 5 6 7 8 9			West Med with Colc Rem	ATHERED ROCK: Little I tern Cascade Volcanoclastic ium dense to dense, large, hard, rocks and boul or ranges from gray to buff, holds to sandy silt/silty sand	cs. lders highly variable. l and rocks		Few rock fragments Ashy parent material No seepage encountered	
<u> </u>		OREGO	DN a-			PROJECT: Sunrie	dge Su	ıbdivision, Lowell, Oregon	
O G OREGON GEOTECHNICAL Services O G S Services BORING NUMBER: B -7									
<u>ا</u> ل	738	35 SW Ald	en Street	t, Portlan	d, OR 97223			DER 11/03	

BORING NUMBER: B -8									
PROJECT: Sunridge Subdivision, Lowell, Oregon									
DATE: 11-13-2003					HOLE DIMENSIONS: 2' x 5'			DEPTH OF HOLE: 6.5 feet	
EQUIP: JD Backhoe					HOLE LOC: See Site Plan			DEPTH TO ROCK: See Logs	
OPERATOR: Shadetree					HOLE ELEVATION: See Site Plan			DEPTH TO WATER: see below	
ELEVA- TION (feet)		EPTH LEGEND USCS			DESCRIPTION		BPF	SPECIFIC DATA / COMMENTS	
	1 I fragm			fragm	OIL : Sandy Silt with ab ents and alluvial (river) g brown, Moist, loose/soft.			Contains numerous roots and organic debris Alluvial gravels	
	2 3 4 5 6 7 8 9			West Med with Colo Rem	ATHERED ROCK: Little I tern Cascade Volcanoclastic ium dense to dense, large, hard, rocks and boul or ranges from gray to buff, olds to sandy silt/silty sand	cs. lders highly variable. l and rocks		Few rock fragments Ashy parent material No seepage encountered	
	$\overline{}$	OREGO	DN GF	EOTECH		PROJECT: Sunrie	dge Su	bdivision, Lowell, Oregon	
0 C	$\mathbf{\hat{s}}$		$-\neq$		<u>SERVICES</u>	BORING N	UMBE		
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BORING NUMBER: B - 11									
PROJECT: Sunridge Subdivision, Lowell, Oregon									
DATE: 11-13-2003 HOLE DIMENSION						DEPTH OF HOLE: 7 feet			
EQUIP:	JD Backł	noe			HOLE LOC: See Site Plan			DEPTH TO ROCK: See Logs	
OPERATOR: Shadetree					HOLE ELEVATION: See Site Plan			DEPTH TO WATER: see below	
ELEVA- TION (feet)	DEPTH	TH LEGEND USCS			DESCRIPTION		BPF	SPECIFIC DATA / COMMENTS	
	1		ML	fragm	OIL : Sandy Silt with ab ents and alluvial (river) g brown, Moist, loose/soft.			Contains numerous roots and organic debris Alluvial gravels	
	2 3 4 5 6 7		MH/CH	and ab	UVIAL SOIL: Sandy Si bundant rock fragments an n, moist, medium dense			Excavates easily to 7 feet No seepage encountered	
	9 10			West Dens with Color	ATHERED ROCK: Little E ern Cascade Volcanoclastic se to very dense, large, hard, rocks and boul r ranges from gray to buff, olds to sandy silt/silty sand BOTTOM OF BORING	es. ders highly variable. and rocks		Density increases at 7 feet	
Γ	\frown	OREGO	<u>DN</u> GF	OTECH	NICAL ~	PROJECT: Sunric	lge Su	bdivision, Lowell, Oregon	
00	s l				SERVICES	BORING N	UMBE	CR: B - 11	
	738	85 SW Ald	en Stree	t, Portlan	d, OR 97223			DER 11/03	