

Lowell City Council
Special Meeting and Work Session Agenda
Thursday, May 6th at 7:00 P.M.
Maggie Osgood Library, 70 N. Pioneer Street

This meeting will be held electronically through Zoom. 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 www.ci.lowell.or.us.
- In writing, by using the drop box at Lowell City Hall, 107 East Third Street, Lowell, OR 97452
- By email to: jcaudle@ci.lowell.or.us

Special Meeting Agenda

Call to Order/Roll Call

Councilors: Mayor Bennett ___ Harris ___ Stratis ___ Dragt ___ Myers ___

Approval of the Agenda

Public Comments

Speakers will be limited to three (3) minutes. The Council may ask questions but will not engage in discussion or make decisions based on public comment at this time. The Mayor may direct the City Administrator to follow up on comments received. When called, please state your name and address for the record. Direct all comments to the Council through the Mayor.

All speakers are expected to be polite, courteous, and respectful when making their comments. Personal attacks, insults, profanity, and inflammatory comments will not be permitted.
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New Business

1. Presentation by Curt Wilson of Wilson Architecture regarding the request for proposal process for the Maggie Osgood Library renovation project – 10 minutes

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to the City Clerk, Joyce Donnell, at 541-937-2157.

2. First reading approval of Ordinance 304, “An ordinance adopting the vacation of a slope easement located on map and tax lot 19-01-14-13-04900 of lot 51 on the second addition to Sunridge subdivision.”

Attachment: Staff report and findings of fact; Ordinance 304.

- a. Presentation of staff report – Henry Hearley, Associate Planner, Lane Council of Governments
- b. Public hearing
- c. City Council discussion
- d. Motion for first reading approval of Ordinance 304

3. First reading approval of Ordinance 303, “An ordinance granting Douglas Services, Inc., locally known as Douglas Fast Net (DFET), a non-exclusive franchise for the construction, operations, and maintenance of a fiber optics telecommunications system.”

Attachment: Staff report; Ordinance 303.

- a. Presentation of staff report
- b. Public hearing
- c. City Council discussion
- d. Motion for first reading approval of Ordinance 303

4. Motion to authorize the City Administrator to approve estimate #8138 with Graham Landscape and Design in the amount of \$5,000 for irrigation installation and repair for Paul Fisher Park.

Attachment: Estimate #8138

Other Business

Adjourn. The work session will follow the special meeting.

Work Session Agenda

Call to Order/Roll Call

Councilors: Mayor Bennett ___ Harris ___ Stratis ___ Dragt ___ Myers ___

Work sessions are held for the City Council to receive background information on City business and to give Council members an opportunity to ask questions and express their individual views. No decisions are made, and no votes are taken on any agenda item. The public is invited to attend, however, there is generally no public comment period.

Approval of the Agenda

Work Session Topic(s)

1. Update on architect selection process for Maggie Osgood Library renovation project – 10 minutes
2. Discussion of options for relocating City Hall – 20 minutes
Attachments: Site layouts for 3 different options.
3. Discussion on brush clearing on City properties located at tax map number 1901141306300 and 1901141306400 – 15 minutes
Attachment: Map of affected area
4. Presentation of irrigation and well plan for City parks – 10 minutes
Attachment: City Administrator memo
5. Follow up discussion on site preparation activities at E Main Street – 10 minutes
6. Discussion regarding debt financing options to implement Rolling Rock Park Phase I improvements – 20 minutes
Attachments: LWCF application and related materials; debt amortization schedule; list of outstanding city debt.

Other Business (time permitting)

1. Hanging baskets in Rolling Rock Park and banners – 15 minutes
2. Weed spraying and asphalt sealing at library – 15 minutes
3. Discussion on police coverage withing the city – 20 minutes
4. Any other business

Adjourn the work session.

Agenda amended as of 5/5/2021 at 1:38 pm

Agenda Item Sheet
City of Lowell City Council



Type of item:	Land Use Application
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Item title/recommended action:

First reading approval of Ordinance 304, "An ordinance adopting the vacation of a slope easement located on map and tax lot 19-01-14-13-04900 of lot 51 on the second addition to Sunridge subdivision."

Justification or background:

The City Council is being asked to review Planning Commission's recommendation of approval for a request to vacate a slope easement that is recorded on the plat of the Second Addition Sunridge subdivision. The slope easement to be vacated is the northly 10-feet of the westerly 58-feet of Lot 51 of the Second Addition Sunridge subdivision. For more information, see attached staff report.

Budget impact:

N/A

Department or Council sponsor:

Planning Commission

Attachments:

Staff report and findings of fact; Ordinance 304.

Meeting date:	05/06/2021
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**CITY OF LOWELL
ORDINANCE NO. 304**

**AN ORDINANCE ADOPTING THE VACATION OF A SLOPE EASEMENT LOCATED ON MAP AND
TAX LOT 19-01-14-13-04900 OF LOT 51 ON THE SECOND ADDITION TO SUNDRIDGE
SUBDIVISION.**

WHEREAS, the City of Lowell City Council, through enactment of Ordinance 304, has adopted to the vacation of a slope easement located on Lot 51 of the Second Addition to Sunridge Subdivision. Such slope easement more specifically being described as the northly 10-foot of the westerly 59-feet of Lot 51 and as seen on the attached Exhibit A;

WHEREAS, the City of Lowell Planning Commission reviewed the proposal on April 7, 2021, at a Public Hearing, and recommended approval of the proposed slope vacation;

WHEREAS, evidence exists within the record (Exhibit B – Staff Report & Findings of Fact) indicating that the proposal meets the requirements of the City of Lowell Comprehensive Plan, Land Development Code and the requirements of applicable state and local law; and

WHEREAS, the City of Lowell City Council has conducted a public hearing on May 6, 2021 and is now ready to take action;

NOW THEREFORE THE CITY OF LOWELL ORDAINS AS FOLLOWS:

Section 1. The City of Lowell City Council adopts the approval of the slope easement, as set forth in Exhibit A.

Section 2. The City of Lowell City Council adopts the Findings of Fact, attached as Exhibit B, which include findings addressing the Lowell Comprehensive Plan and Land Development Code.

Section 3. Severability. If any phrase, clause, or part of this Ordinance is found to be invalid by a court of competent jurisdiction, the remaining phrases, clauses, and parts shall remain in full force and effect.

Passed by the City Council this _____ day of _____, 2021.

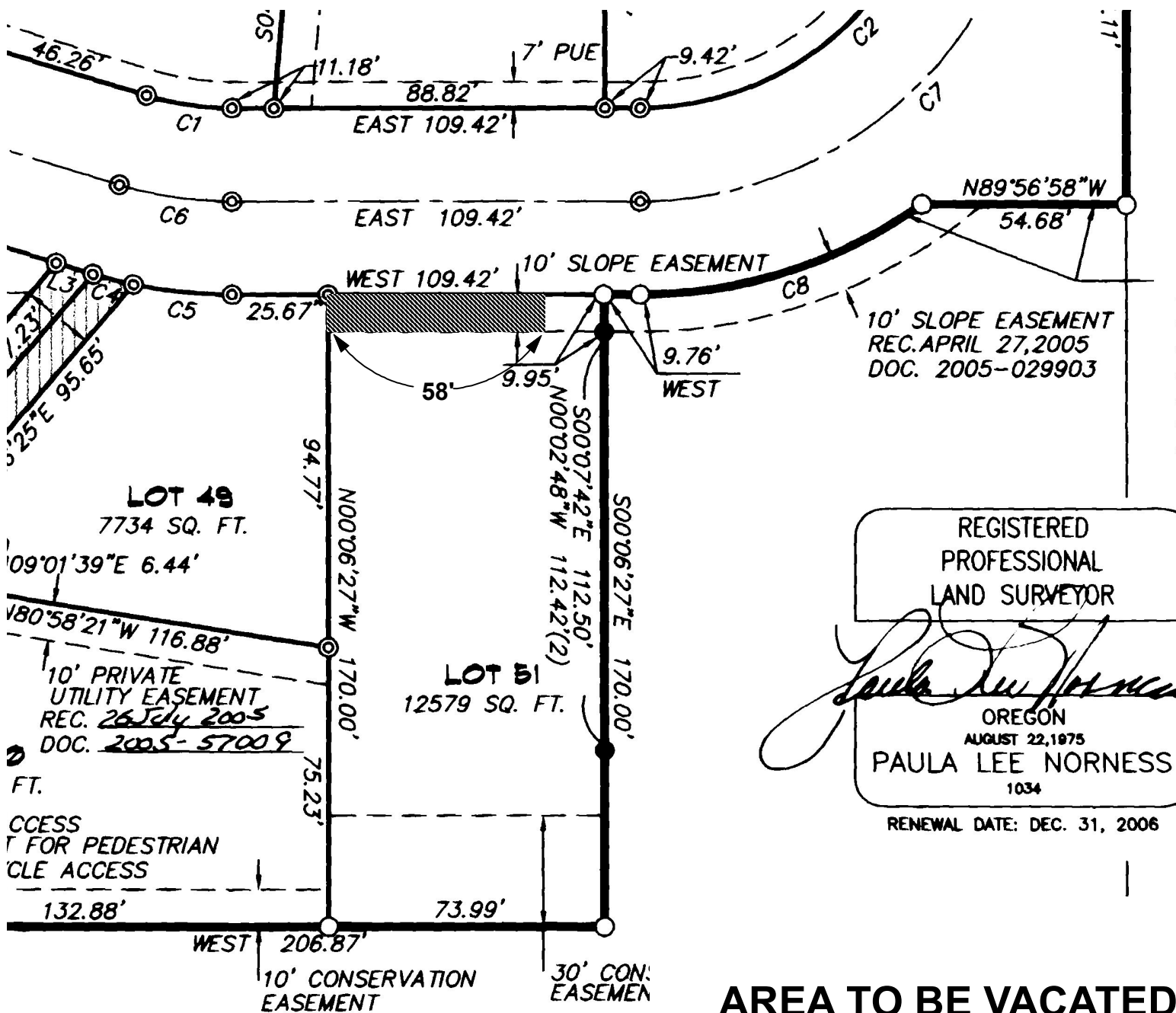
Signed by the Mayor this _____ day of _____, 2021.

ATTEST:

REVISED SITE PLAN SLOPE EASEMENT VACATION

Lookout Point LLC
622 Sunridge Lane, Lowell OR
19-01-14-13-4900

SCALE: 1" = 40'
JANUARY 19, 2020



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Paula Lee Norness
OREGON
AUGUST 22, 1975
PAULA LEE NORNESS
1034

RENEWAL DATE: DEC. 31, 2006

AREA TO BE VACATED
CROSS-HATCHED AREA
58' x 10' PORTION OF LOT 51

**Staff Report & Findings of Fact
Vacation
622 Sunridge Lane; 19-01-14-13 TL 4900
LU 2021-04 (vacation)
Staff Report Date: April 28, 2021**

- 1. Proposal.** The City Council is being asked to review Planning Commission’s recommendation of approval for a request to vacate a slope easement that is recorded on the plat of the Second Addition Sunridge subdivision. The slope easement to be vacated is the northly 10-feet of the westerly 58-feet of Lot 51 of the Second Addition Sunridge subdivision (see applicant’s revised slope vacation map in **Attachment C**). The property is presently vacant and planned for future homesite development and is zoned R-1. The property is owned by Mr. Daniel Fischer and the application was submitted by Lookout Point LLC with Ms. Mia Nelson acting as the representative. The requested vacation does not involve City property or ROW. The slope easement in question is entirely located on private property.

Planning Commission held a public hearing on the matter that was free and open to the public on April 7, 2021. Public testimony was offered for those in favor and opposition to the proposal. After closing the public hearing, the Planning Commission deliberated on the matter and voted to recommend approval onto City Council for final action.

- 2. Approval Criteria.** Section 9.255 of the Lowell Development Code (LDC) establishes the criteria and process for a vacation. Subsection (c) outlines the decision criteria that must be found in order to grant a vacation. A vacation is a quasi-judicial decision by the City Council with a recommendation by the Planning Commission. City Council, upon recommendation of the Planning Commission may approve, deny or approve with conditions.
- 3. Staff review of applicable criteria for a vacation**

LDC 9.255. (c) Decision Criteria. A vacation request may be approved if the review body find that the applicant has shown that all of the following review criteria are met:

(1) The proposed vacation is consistent with the relevant Comprehensive Plan policies and with any official street plan, transportation plan or public facility plan.

FINDING: The subject slope easement is not contained within any Right-of-Way (ROW) or any city property. The Comprehensive Plan contains policies under Section 9.983 Development Constraints, that deals with topography and slope and the development constraints that are often faced when developing in Lowell. Development on slopes of 15 percent or greater is not prohibited, rather development should be carefully controlled, and street widths and locations must be carefully chosen to avoid large cuts and fills. The City does not have a detailed study of the developability of its unsuitable hillside areas. To address the presence of steep slopes and the developability of such areas, the City has adopted Hillside Development Standards to control development on areas that contain slopes of 15 percent or greater.

In general, a slope easement is provided to allow a city to, among other things, maintain the slope for the purposes of stabilizing the soil, and preventing erosion. Slope easements also are used to construct and maintain slopes and prevent structures from location in them.

Knowing this, staff reached out to the City Engineer for review and comment on the proposed vacation.

The City Engineer provided comment (see **Attachment B**), the concerns were around maintaining the stability of the slope and if the easement were to be abandoned, some mechanism placed on the property that would ensure the property owner maintains the slope so that it does not undermine the roadway. After this comment, the applicant submitted additional evidence (**Attachment C**) to the City Engineer showing photographs that the slope easement is considerably less hazards to the roadway than other slope easements that exist nearby (including a nearby slope on 1st Street embankment that does not contain a slope easement) and the slope in question is rather gentle.

After reviewing this new evidence, the City Engineer's concerns have been addressed and supports the slope easement based on the actual slopes that exist in the area and because slopes in this case are "softened" during or after construction and slopes are flatter than required.

Lastly, to address any remaining concerns regarding construction activities on steep slopes, the subject property contains slopes in excess of 15 percent so the hillside development standards will apply when building permits are submitted. Further, the Covenants, Conditions and Restrictions (CC & Rs) for the Sunridge subdivision have regulations and standards with respect to cuts and fill, exposed slopes and development in areas that contain steep slopes. These standards are also enforced by the President of the Sunridge subdivision.

Staff will recommend a condition of approval for vacating the slope easement that all future development on the subject property be in compliance with the hillside development standards as contained in Section 9.630.

Condition of Approval #1: Development that is to occur on Tax Lot 4900 and located at 622 Sunridge Lane shall be in compliance with the hillside development standards as contained in Section 6.630 of the Lowell Development Code. Plans submitted for review for construction of a dwelling on the subject property shall be in conformance with the hillside development standards.

FINDING: For the reasons outlined above, staff find the proposal is in compliance with relevant Comprehensive Plan policies, official street plans, transportation plan or public facility plans. Criterion met.

(2) The proposed vacation will not adversely impact adjacent areas or the land use plan of the City.

FINDING: As discussed above, the concerns about slope stability have been addressed between the applicant and the City Engineer. Additionally, any development on the subject property will be subject to the hillside development standards. Staff find this criterion

sufficiently addressed as contained in this staff report.

(3) The proposed vacation will not have a negative effect on access between public rights-of-way, existing or future properties, public facilities or utilities.

FINDING: The proposed vacation does not involve any City rights-of-way but is located adjacent to a City street. As alluded to earlier in this staff report, the City Engineer initially did have concerns about maintaining the stability of the slope so that it did not undermine the street located above. As such, the applicant submitted additional evidence that the slope easement in question is rather gentle when compared to other slopes in the vicinity, some of which do not have slope easements. After communicating and reviewing the applicant's additional evidence (including site photos), the City Engineer has no further concerns regarding the proposed vacation and finds it can be approved. Staff also note, any development on the subject property will be subject to the hillside development standards, as the subject property contains slopes of 15 percent or greater. Criterion met.

(4) The proposed vacation will not have a negative effect on traffic circulation or emergency service protection.

FINDING: The proposed vacation does not involve City rights-of-way, so effects on traffic circulation or emergency protection are not anticipated. The proposed vacation will not interfere with the ability of emergency services to reach the future dwelling to be placed on the subject property. Criterion met.

(5) The portion of the right-of-way that is to be vacated will be brought into compliance with Code requirements, such as landscaping, driveway access, and reconstruction of access for fire safety.

FINDING: The proposed vacation does do not involve nor is located on City rights-of-way. After vacation, the area that is presently occupied with the slope easement will likely be developed, in some form, for homesite development. Any development that is to occur on the subject property, including the immediate area of the slope easement shall be in conformance with the standards for development for the City of Lowell. Criterion met.

(6) The proposed vacation will not have adverse impacts on economy of the area.

FINDING: The proposed slope vacation is not expected to have an adverse impact on the economy of the area. Staff are not aware of any evidence or comments that would find staff to believe the proposed vacation would have an adverse impact on the economy of the area.

(7) The public interest, present and future, will be best served by approval of the proposed vacation.

FINDING: As presented in this staff report, the slope easement, does not pose a risk to the public interest whether in the present or future. As alluded to earlier, the slope easement is there to protect slope stability and protect against erosion, among other things. The City Engineer has reviewed the proposal and based on the additional evidence submitted by the applicant finds the slope easement can be vacated, if the City wishes to grant approval. As

cited earlier, the slope easement in question is fairly gentle and there exists in the immediate area greater slopes that do not presently have slope easement on them. Any development on the subject property will be subject to the hillside development standards, including cuts and fills. If the slope easement is to remain, this in theory would cause the probable future dwelling to be built further down the hill on increased slopes. Since the City gains no offsetting benefit by retaining the slope easement, the public interest is best served by the proposed vacation and the efficient use of the subject property. Staff finds the requested vacation can be approved, but City Council has the ability to make alternate findings such that the slope vacation is not in the public interest and therefore the request denied.

4. Conditions of Approval

Condition of Approval #1: Development that is to occur on Tax Lot 4900 and located at 622 Sunridge Lane shall be in compliance with the hillside development standards as contained in Section 6.630 of the Lowell Development Code. Plans submitted for review for construction of a dwelling on the subject property shall be in conformance with the hillside development standards.

Condition of Approval #2: Applicant shall submit approval of the slope easement to Lane County Deeds and Records for recordation and official recognition of the vacation of the slope easement on the Final Plat in which it was originally recorded on.

5. Recommendation

Staff recommend the City Council accept the Planning Commission's recommendation of **APPROVAL** for the vacation of a slope easement located on Map and Tax Lot 19-01-14-13 TL 4900 (622 Sunridge Lane), subject to the conclusions, recommendations, findings and conditions as stated in this staff report.

6. Attachments

Attachment A: Applicant's application
Attachment B: City Engineer Comments
Attachment C: Applicant Additional Evidence
Attachment D: Property Owner Letter

7. Exhibits (in the ordinance)

Exhibit A – Site Map of approved slope vacation, as referenced in Ordinance
Exhibit B – Findings of Fact in support of approval, as referenced in Ordinance.

8. **Decision**

City Council hereby approves the requested slope for vacation for Map and Tax Lot 19-01-14-13 TL 4900, also known as 622 Sunridge Lane. The City Council’s decision is based on the findings, conclusions, conditions and recommendations as stated in the staff report and findings of fact and ordinance #304. The slope vacation shall vacate the northly 10-feet of the westerly 58-feet of Lot 51 of the Second Addition to Sunridge Subdivision (see Exhibit A attached to the ordinance).

A decision by City Council is appealable to the Land Use Board of Appeals (LUBA), not later than 21-days after the decision becomes final. Persons interested in appealing a decision to LUBA are advised to consult a private land use attorney.

The decision by City Council will be adopted via an ordinance. Per Section 30 of the City of Lowell Charter, an ordinance of the Council shall before being put upon its final passage, be ready fully and distinctly in open Council meetings on two different days. Also, per Section 31, an ordinance of Council shall take effect on the thirtieth (30) day after its enactment.

Mr. Don Bennett, Mayor

Date: _____

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FINDING: For the reasons outlined above, staff find the proposal is in compliance with relevant Comprehensive Plan policies, official street plans, transportation plan or public facility plans. Criterion met.

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5. Recommendation

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6. Attachments

- Attachment A: Applicant’s application*
- Attachment B: City Engineer Comments*
- Attachment C: Applicant Additional Evidence*
- Attachment D: Property Owner Letter*

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- Exhibit A – Site Map of approved slope vacation, as referenced in Ordinance*
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8. **Decision**

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Mr. Don Bennett, Mayor

Date: _____

ATTACHMENT A

Land Use Permit Application

Site Plan Review Lot Line Adjustment Partition Subdivision
Conditional Use Variance Map Amendment Text Amendment
Annexation X Vacation Other, specify

Please complete the following application. If any pertinent required information or material is missing or incomplete, the application will not be considered complete for further processing.

List all Assessor's Map and Tax Lot numbers of the property included in the request.

Map# 19-01-14-13 Lot # 4900

Map# Lot #

Map# Lot #

Street Address (if applicable): 622 Sunridge Lane

Area of Request (square feet/acres): 740 sq ft

Existing Zoning: R-1

Existing Use of the Property: vacant future home sites

Proposed Use of the Property no change

Pre-application Conference Held: No X Yes If so, Date

Submittal Requirements:

- x 1. Copy of deed showing ownership or purchase contract with property legal description.
x 2. Site Plan/Tentative Plan with, as a minimum, all required information.
x 3. Applicant's Statement: Explain the request in as much detail as possible.
x 4. Other submittals required by the City or provided by the applicant. Please List.
a. Ex. A - Recorded Slope Easement b. Ex. B - Sunridge Second Addition Plat
c. Ex. C - Sunridge Grading Plan d. Ex. D - Sunset Hills Grading Plan
e. f.
5. Filing Fee: Amount Due:

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): Lookout Point LLC Phone: 541-520-3763

Address: 40160 E 1st Street

City/State/Zip: Lowell, OR 97452

Signature:  by Mia Nelson, Manager

APPLICANT, If Different

Name (print): _____ Phone: _____

Company/Organization: _____

Address: _____

City/State/Zip: _____

Signature: _____

E-mail (if applicable): _____

APPLICANTS REPRESENTATIVE, if applicable

Name (print): Mia Nelson Phone: 541-520-3763

Company/Organization: Lookout Point LLC

Address: 40160 E 1st Street

City/State/Zip: Lowell, OR 97452

E-mail (if applicable): mia@sunridge.net

For City Use. _____ Application Number _____

Date Submitted: _____ Received by: _____ Fee Receipt # _____

Date Application Complete: _____ Reviewed by: _____

Date of Hearing: _____ Date of Decision _____ Date of Notice of Decision _____

APPLICATION SITE PLAN REQUIREMENTS CHECKLIST
Lowell Land Development Code, Section 2.140

Applications for land divisions or land use requests that require a site plan shall submit the site plan on 8 1/2 x 11 inch or 11 x 17 inch black/white reproducible sheets for copying and distribution. Larger drawings may be required for presentation and City review. Drawings shall be drawn to scale. The scale to be used shall be in any multiple of 1 inch equals 10 feet (1" = 20', 1" = 30', 1" = 100', etc.) and may be increased or decreased as necessary to fit the sheet size. The Application and site plan shall show clearly and with full dimensioning the following information, as applicable, for all existing and proposed development. It is understood that some of the requested information may not apply to every application.

- The names of the owner(s) and applicant, if different.
- The property address or geographic location and the Assessor Map number and Tax Lot number.
- The date, scale and northpoint.
- A vicinity map showing properties within the notification area and roads. An Assessor Map, with all adjacent properties, is adequate.
- Lot dimensions.
- The location, size, height and uses for all existing and proposed buildings.
- Yards, open space and landscaping.
- Walls and fences: location, height and materials.
- Off-street parking: location, number of spaces, dimensions of parking area and internal circulation patterns.
- Access: pedestrian, vehicular, service, points of ingress and egress.
- Signs: location, size, height and means of illumination.
- Loading: location, dimension, number of spaces, internal circulation.
- Lighting: location and general nature, hooding devices.
- Street dedication and improvements.
- Special site features including existing and proposed grades and trees, and plantings to be preserved and removed.

- n/a Water systems, drainage systems, sewage disposal systems and utilities.
- n/a Drainage ways, water courses, flood plain and wetlands.
- n/a The number of people that will occupy the site including family members, employees or customers.
- n/a The number of generated trips per day from each mode of travel by type: employees, customers, shipping, receiving, etc.
- n/a Time of operation, where appropriate. Including hours of operation, days of the week and number of work shifts.
- n/a Specifications of the type and extent of emissions, potential hazards or nuisance characteristics generated by the proposed use. The applicant shall accurately specify the extent of emissions and nuisance characteristics relative to the proposed use. Misrepresentation or omission of required data shall be grounds for denial or termination of a Certificate of Occupancy.
- Uses which possess nuisance characteristics or those potentially detrimental to the public health, safety and general welfare of the community including, but not limited to; noise, water quality, vibration, smoke, odor, fumes, dust, heat, glare or electromagnetic interference, may require additional safeguards or conditions of use as required by the Planning Commission or City Council.
- All uses shall meet all applicable standards and regulations of the Oregon State Board of Health, the Oregon Department of Environmental Quality, and any other public agency having appropriate regulatory jurisdiction. City approval of a land use application shall be conditional upon evidence being submitted to the City indicating that the proposed activity has been approved by all appropriate regulatory agencies.
- x Such other data as may be necessary to permit the deciding authority to make the required findings.

NOTE: Additional information may be required after further review in order to adequately address the required criteria of approval.

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

Lane County Clerk
Lane County Deeds and Records

2014-047900⁰



\$52.00

01470243201400479000020028

12/04/2014 02:18:56 PM

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

WARRANTY DEED


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 195.300, 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 195.300, 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.

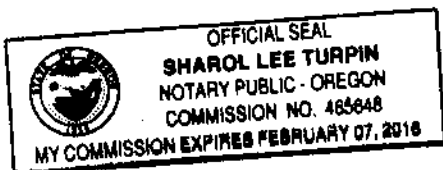
DATED this 2nd day of December, 2014.

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:




Notary Public for Oregon
My Commission Expires February 7, 2016

EXHIBIT A

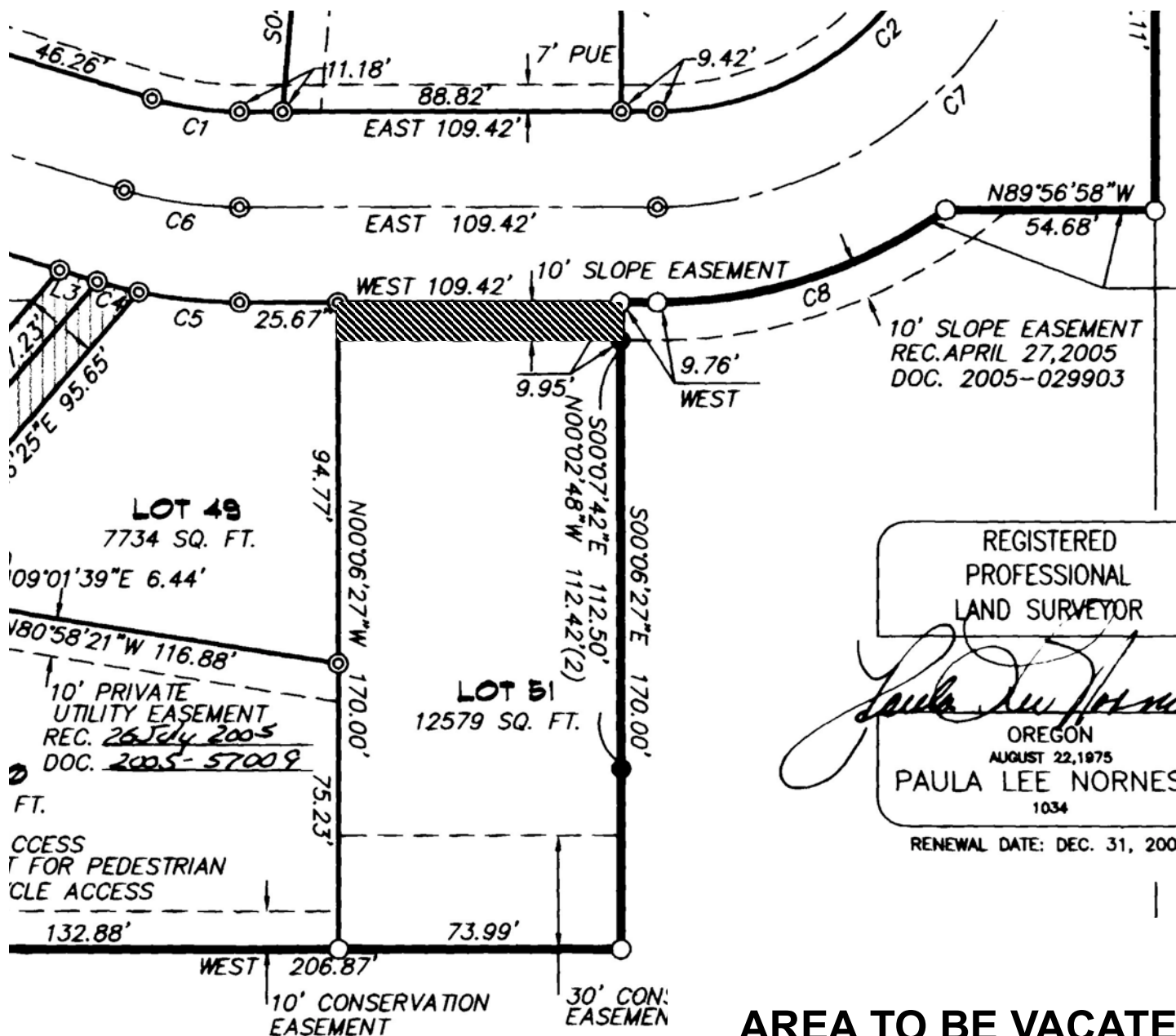
Lots 41 through 57, inclusive, Sunridge Second Addition, recorded in Lane County, Oregon official records as reception number 2005-057003.

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 Weteau 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 Weteau Drive.

SITE PLAN SLOPE EASEMENT VACATION

Lookout Point LLC
622 Sunridge Lane, Lowell OR
19-01-14-13-4900

SCALE: 1" = 40'
JANUARY 19, 2020



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Paula Lee Norness

OREGON
AUGUST 22, 1975
PAULA LEE NORNESS
1034

RENEWAL DATE: DEC. 31, 2006

AREA TO BE VACATED
CROSS-HATCHED AREA
73.99' x 10' PORTION OF LOT 51

SLOPE EASEMENT VACATION

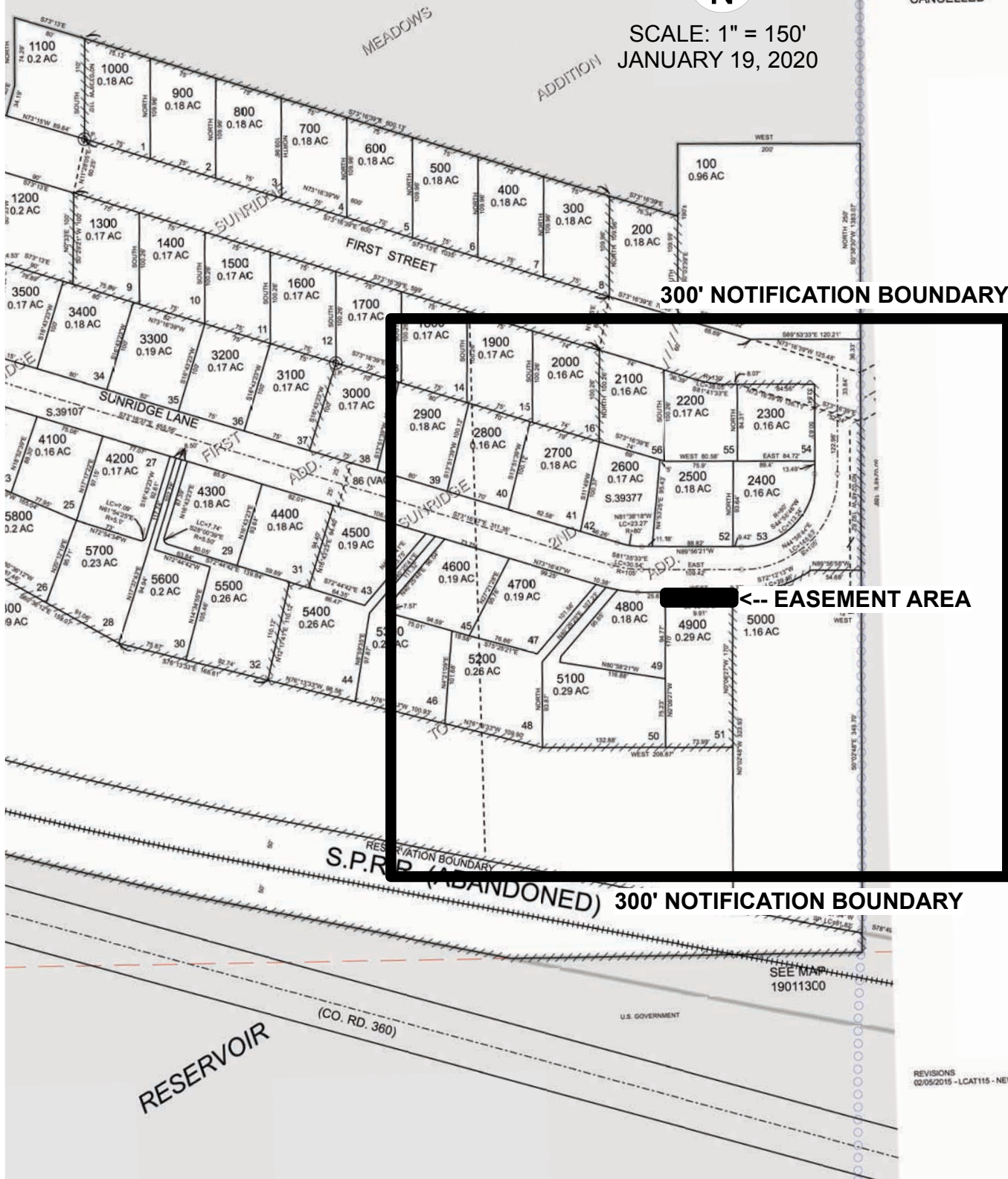
Lookout Point LLC

SEE MAP
19011100



CANCELLED

SCALE: 1" = 150'
JANUARY 19, 2020



REVISIONS
02/05/2015 - LCAT115 - NEW MAP, REMAP FROM 19-01-14-0

LOWELL
19011413

APPLICANT'S STATEMENT

Owner: Lookout Point LLC

Property: 622 Sunridge Lane (Lot 51 Sunridge, taxlot 4900)

Request: Vacate 10' x 74' slope easement

Applicant is the owner of 622 Sunridge Lane (Lot 51 Sunridge Second Addition), and seeks vacation of a slope easement affecting the northern 10' of the lot. The slope easement was recorded on April 27, 2005 (see Exhibit A), and is illustrated on the Site Map as well as the attached plat (see Exhibit B).

The slope easement was created due to an unusual situation. Normally, the city does not approve a final subdivision plat until all public improvements have been completed and accepted by the city. However, in this case, the city allowed the final plat of Sunridge Second Addition to be recorded on July 26, 2005, *before* any public improvements were constructed. Instead, the developer signed an agreement with the city, promising to build the improvements later; they were not completed until 2010.

Because the improvements were not yet built in 2005, the city required the slope easement to ensure that the road could still be built in the event Lot 51 was sold to another party prior to construction. The slope easement allowed the city to enter the property and construct a large fill embankment that was necessary. The approved city plans show this fill area (see Exhibit C).

It is commonplace in hillside areas that road fills must extend beyond the right of way. Slope easements are not normally required in these cases, because the city will not accept the final plat unless and until the road is completed. For example, the city is currently processing the Sunset Hills subdivision, which features an even larger fill embankment outside the right of way (see Exhibit D). The city is not requiring the Sunset Hills applicant to provide a slope easement.

Because Sunridge Lane is now constructed, this slope easement is no longer necessary. The Applicant asks the city to vacate the portion affecting Lot 51.¹

Sec. 9.255(c) Decision criteria. A vacation request may be approved if the review body finds that the applicant has shown that all of the following review criteria are met:

¹ Instead, the city could choose to vacate the *entire* slope easement, including the portion affecting taxlot 5000 (the property to the east). This would be appropriate, given that the slope easement no longer serves any purpose. However, the Applicant is not requesting that the entire easement be vacated.

(1)The proposed vacation is consistent with the relevant Comprehensive Plan policies and with any official street plan, transportation plan or public facility plan.

There are no relevant Comprehensive Plan policies or plans.

(2)The proposed vacation will not adversely impact adjacent areas or the land use plan of the City.

There are no expected impacts to adjacent areas or the land use plan.

(3)The proposed vacation will not have a negative effect on access between public rights-of-way, existing or future properties, public facilities or utilities.

There are no expected access effects. The slope easement has already served its purpose in the construction of Sunridge Lane and is no longer needed.

(4)The proposed Vacation will not have a negative effect on traffic circulation or emergency service protection.

There are no expected effects on traffic circulation or emergency services.

(5)The portion of the right-of-way that is to be vacated will be brought into compliance with Code requirements, such as landscaping, driveway access, and reconstruction of access for fire safety.

The vacation would not transfer title and therefore has no impact on who is responsible for code compliance.

(6)The proposed vacation will not have an adverse impact on economy of the area.

There are no expected impacts to the local economy.

(7)The public interest, present and future, will be best served by approval of the proposed vacation.

Unnecessary impediments to the practical use of land should be removed, to permit efficient use of the city's limited land base. If this easement is not vacated, that would compel the future home to be built farther down the hillside than is necessary. This would in turn cause increased cut/fill impacts, reduced livability for the future residents, and greater intrusion into the viewshed of uphill homes. Since the city gains no offsetting benefit by retaining the slope easement, the public interest is best served by the proposed vacation.

EXHIBIT A

CONSTRUCTION & SLOPE EASEMENT
APPROVED AND ACCEPTED
BY CITY OF LOWELL, OREGON

Division of Chief Deputy Clerk
Lane County Deeds and Records

2005-029903



\$26.00

RPR-ESMT Cnt=1 Stn=6 04/27/2005 10:29:49 AM
\$5.00 \$10.00 \$11.00 CASHIER 07

Mayor CITY ADMINISTRATION Date 4/25/05

Date: April 25, 2005

SHADE TREE, INC., an Oregon corporation, as **GRANTOR**, does hereby create and convey to the **CITY OF LOWELL**, an Oregon municipal corporation, as **GRANTEE**, a perpetual, non-exclusive slope and construction easement over, across and under the real property described below as "Easement Area". The terms of this easement are as set forth herein.

The Easement Area shall be the area described as follows: *Beginning at a point 936.32 feet east and 607.93 feet south of the initial point of the original Plat of Lowell, as recorded in Book 4, Page 37 of the Lane County Oregon Plat Records; thence, South 140.00 feet; thence, South 73°13'00" East 250.00 feet to an iron pipe; thence, South 0°02'00" West 62.68 feet to a point on the southerly right of way line of that certain public roadway commonly known as East First Street as conveyed to the City of Lowell by that certain deed recorded on Reel 1173R, Recorder's Reception No. 8152619, Lane County Oregon Deed Records; thence, along said southerly right of way line South 73°13'00" East 1050.17 feet to a 5/8 inch iron rod located on the west line of Lane County Partition Plat No. 95-P0685; thence, along said west line South 0°02'48" East 189.00 feet to a 5/8 inch iron rod set therein; thence, West 140.00 feet to a 5/8 inch iron rod set in said Survey No. 33607 and marking the TRUE POINT OF BEGINNING; thence, North 0°02'48" West 9.91 feet to a point; thence, South 89°56'21" East 9.76 feet to a point; thence, 80.76 feet along the arc of a curve to the left having a radius of 130.00 feet to a point which bears North 72°15'52" East 79.46 feet from the last described point; thence, South 89°53'19" East 16.11 feet to a point; thence, 94.62 feet along the arc of a curve to the right having a radius of 140.00 feet to a point which bears South 68°27'51" West 92.83 feet from the last described point; thence, West 15.20 feet to the true point of beginning all in the City of Lowell, Lane County, Oregon.*

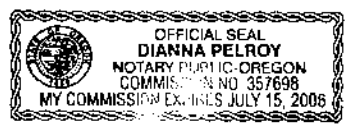
Grantee shall have the right to construct, inspect, maintain and repair embankments within the Easement Area, specifically including, but not limited to, the right to grade, fill, topsoil, seed and maintain the Easement Area for purposes of stabilizing the soil, preventing erosion, improving the aesthetic aspects of the roadside and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted. Grantee shall also have the right to enter upon and to pass and repass over and along said easement and to deposit tools, implements and other materials thereon by said Grantee, its officers, agents, and employees and by any contractor, his agents, and employees engaged by said City, whenever and wherever necessary for the purposes set forth above. Grantee shall at all times be entitled to unobstructed access to the Easement Area. Buildings may not be erected within the Easement Area. Grantee shall not be liable for damage to fences, gates and landscaping within the Easement Area that is caused by or results from uses authorized by this easement. Grantor reserves, for itself, its heirs and assigns, at all times and without restriction, the right to use the Easement Area in a manner not inconsistent with the full use and enjoyment by the Grantee of the rights herein granted. The Grantor and Grantee shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other. This easement gives to the Grantee the right to maintain the Easement Area but shall not be deemed to require the Grantee to perform any maintenance activities. This easement is granted subject to all prior conditions, restrictions, easements and encumbrances of record, and shall run with the land and be binding on and inure to the benefit of any future parties, their heirs, successors and assigns.

STATE OF OREGON, County of Lane

Shade Tree, Inc. by Mia Nelson, President

On this 25th day of April, 2005, personally appeared the above named Mia Nelson, and did say that she is the President of 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:

Notary Public for Oregon
My Commission Expires: July 15, 2006



After Recording Return To: City of Lowell, P.O. 490, Lowell, OR 97452

EXHIBIT B (pg.1)

0' 50' 100' 150'

SCALE: 1" = 50'

SUNRIDGE SECOND ADDITION

SE 1/4 SECTION 14, TOWNSHIP 19 SOUTH,
RANGE 1 WEST, WILLAMETTE MERIDIAN
LOWELL, LANE COUNTY, OREGON
MAY 31, 2005

Division of Chief Deputy Clark
Lane County Deeds and Records

2005-057003

LANE COUNTY SURVEYOR'S OFFICE

C.S. FILE NO. 39377

FILING DATE: 20 July '05



\$246.00

07/26/2005 10:42:53 AM
RPR-SUBD Cntal Slns4 CASHIER 02
\$5.00 \$220.00 \$10.00 \$11.00

RECORDED

DATE: 20 July 2005
COUNTY CLERK

BY: *Marla Hochme*

- LEGEND**
- SET 5/8" X 30" REINFORCING ROD WITH ORANGE PLASTIC CAP STAMPED "FN"
 - 5/8" X 30" REINFORCING ROD WITH ORANGE PLASTIC CAP STAMPED "FN" TO BE POST MONUMENTED
 - FOUND 5/8" REINFORCING ROD WITH ORANGE PLASTIC CAP STAMPED "FN" - SET IN SUNRIDGE FIRST ADDITION
 - FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED "HANKINS LS 687" - UNLESS OTHERWISE NOTED

XX(1) RECORD DATA PER REFERENCE NO.

- REFERENCES**
- 1) RECORD INFORMATION PER SUNRIDGE, FILE 75 SLIDE 1091-HANKINS 1996
 - 2) RECORD INFORMATION PER COUNTY SURVEY FILE NO. 33607-HANKINS 1996
 - 3) RECORD INFORMATION PER SUNRIDGE FIRST ADDITION - DOC. 2005-008200 - NORNESS 2004
 - 4) RECORD INFORMATION PER COUNTY SURVEY FILE NO. 32715-ROBERTS 1995

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	80.00'	23.33'	23.27'	N 81°36'18" W	16°43'24"
C2	80.00'	125.81'	113.24'	S 44°56'46" W	80°06'21"
C3	130.00'	38.19'	38.05'	N 81°41'33" W	16°49'48"
C4	130.00'	11.15'	11.15'	S 75°46'07" E	04°54'50"
C5	130.00'	26.72'	26.67'	S 84°06'46" E	11°46'29"
C6	105.00'	30.65'	30.54'	S 81°35'13" E	16°43'24"
C7	105.00'	165.13'	148.63'	N 44°56'44" E	80°06'12"
C8	130.00'	80.76'	79.46'	S 72°12'13" W	35°35'32"
C9	100.00'	29.37'	29.27'	S 81°41'53" E	16°49'48"

NOTE: STORMWATER PIPE EASEMENT EXISTS OFF-SITE THAT WAS ADDRESSED WITHIN THE CONDITIONS OF APPROVAL SAID EASEMENT WAS REC. 2005-0277 DOC. NO. 2005-0277

LAND ACQUISITION PLAT NO. 51-100-010 CSF 3443"

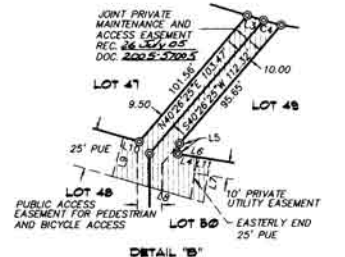
FD 5/8" IRON ROD WITH PLASTIC CAP MARKED "ROBERTS PLS 1038" (4)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 73°16'37" E	10.38'
L2	S 73°16'37" E	10.92'
L3	S 73°16'37" E	10.38'
L4	S 80°58'21" E	11.92'
L5	S 09°01'59" W	6.44'
L6	S 80°58'21" E	20.00'
L7	S 09°01'59" W	26.73'
L8	N 74°07'04" W	57.79'
L9	N 15°52'56" E	25.00'
L10	S 74°07'04" E	10.00'
L11	S 80°58'21" E	8.08'
L12	S 73°16'37" E	21.30'
L13	S 15°52'56" W	7.57'
L14	S 74°07'04" E	20.00'
L15	S 15°52'09" W	25.00'
L16	N 74°07'04" W	34.56'
L17	N 08°59'35" E	0.77'
L18	N 73°07'27" W	20.01'
L19	N 73°16'37" E	25.00'
L20	S 72°44'42" E	10.00'

ADJUSTED PROPERTY LINE BETWEEN SHADE TREE, INC. AND EDWIN AND DEBORAH MEELHUYSEN PER PROPERTY LINE ADJUSTMENT DEED RECORDED APRIL 27, 2005 DOCUMENT NO. 2005-029904

REGISTERED PROFESSIONAL LAND SURVEYOR
Paula Lee Norness
OREGON
NUMBER 51195
PAULA LEE NORNESS
RENEWAL DATE: DEC. 31, 2008



SHEET INDEX
SHEET 1 SUNRIDGE SECOND ADDITION
SHEET 2 SIGNATURES, APPROVALS, NARRATIVE

FORD-NESS-PASSBENDER, INC. DBA FORD & ASSOCIATES
LAND SURVEYING
CONSTRUCTION SUPERVISION • WATER RIGHTS EXAMINATIONS
P.O. Box 22735
EUGENE, OR 97402
www.fninc.net
JOB NO. 4124.00
DWC. NO. 4124-2NDADD.dwg
DRAWN BY: PLN/TDM
(541) 344-1852
Fax (541) 344-9923

PAGE 1 OF 2

EXHIBIT B (pg.2)

RECORDED

DATE 26 July 2005
COUNTY CLERK
BY Marie Hodine

SUNRIDGE SECOND ADDITION

SE 1/4 SECTION 14, TOWNSHIP 19 SOUTH,
RANGE 1 WEST, WILLAMETTE MERIDIAN
LOWELL, LANE COUNTY, OREGON
MAY 31, 2005

Division of Chief Deputy Clerk
Lane County Deeds and Records

2005-057003



\$246.00

07/26/2005 10:42:53 AM
RPR-SUBD Cnt=1 SIn=2 CASHIER 02
\$5.00 \$220.00 \$10.00 \$11.00

LANE COUNTY SURVEYOR'S OFFICE

C.S.FILE NO. 29377
FILING DATE: 26 July '05

NARRATIVE

THIS SURVEY AND PLAT IS BEING COMPLETED AT THE REQUEST OF THE OWNER TO MEET THE CONDITIONS OF APPROVAL OF SUNRIDGE SECOND ADDITION. THE DESIGN AND FINAL LOTS AND STREETS AS SHOWN ARE IN SUBSTANTIAL CONFORMANCE WITH THE DESIGN GIVEN CONDITIONAL APPROVAL.

THE MONUMENTS MARKING THE SOUTHERLY CORNERS OF LOT 13 THROUGH 16 OF SUNRIDGE WERE RECOVERED AS SHOWN (IN ADDITION TO OTHER MONUMENTS SET IN THAT PLAT AND IN THAT SURVEY FILED UNDER NO. C.S.F.33907 ON THE RIGHTS-OF-WAY OF EAST FIRST STREET AND NOT SHOWN HEREON AS WELL AS THE MONUMENTS I SET IN SUNRIDGE FIRST ADDITION) AND SERVE AS THE BASIS FOR THIS SURVEY.

SURVEYOR'S CERTIFICATE

I, PAULA LEE NORNESS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPERTY MONUMENTS THE PROPERTY DESCRIBED HEREON AND THAT I ACCEPTED THE 5/8" X 30" REINFORCING ROD WITH A PLASTIC CAP STAMPED "HANKINS LS 687" MARKING THE INITIAL POINT HEREOF AND THAT SAID INITIAL POINT ALSO MARKS THE NORTHEAST CORNER OF LOT 37, SUNRIDGE FIRST ADDITION RECORDED FEBRUARY 2, 2005 DOCUMENTED NO. 2005-008200 OFFICIAL RECORDS OF LANE COUNTY (AND FILED AT THE OFFICE OF THE COUNTY SURVEYOR UNDER NO. 39107).



DESCRIPTION

BEGINNING AT THE INITIAL POINT; THENCE, SOUTH 73°16'39" EAST 299.00 FEET ALONG THE SOUTH LINE OF SUNRIDGE RECORDED AT FILE 75, SLIDE 1091, OFFICIAL PLAT RECORDS OF LANE COUNTY, OREGON TO THE REINFORCING ROD MARKING THE SOUTHEAST CORNER OF LOT 16 OF SAID PLAT OF SUNRIDGE; THENCE, NORTH 100.26 FEET ALONG THE EAST LINE OF SAID LOT 16 TO A REINFORCING ROD MARKING THE NORTHEAST CORNER THEREOF (BEING ON THE SOUTH RIGHT OF WAY LINE OF EAST FIRST STREET); THENCE, SOUTH 73°16'39" EAST 110.39 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE WESTERLY POINT OF THE PORTION OF EAST FIRST STREET VACATED IN VACATION ORDINANCE RECORDED JANUARY 5, 2005, DOCUMENT NUMBER 2005-000978; THENCE, 38.19 FEET ALONG THE NORTH LINE OF SAID VACATION AND THE SOUTH RIGHT OF WAY LINE OF EAST FIRST STREET AS IT FOLLOWS THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET TO A POINT BEARING SOUTH 81°41'33" EAST 38.03 FEET FROM THE LAST DESCRIBED POINT; THENCE, NORTH 89°53'53" EAST 92.63 FEET CONTINUING ALONG SAID NORTH LINE OF THE VACATION AND THE SOUTH RIGHT OF WAY LINE OF EAST FIRST STREET TO THE NORTHEAST CORNER OF SAID VACATION; THENCE SOUTH 0°06'27" EAST 33.84 FEET ALONG A LINE PARALLEL WITH AND 50.00 FEET WESTERLY OF THE WEST LINE OF LANE COUNTY LAND PARTITION PLAT NO. 97-PI008 TO THE SOUTHEAST CORNER OF SAID VACATION; THENCE, SOUTH 73°16'39" EAST 52.24 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF SAID EAST FIRST STREET TO A REINFORCING ROD MARKING THE SOUTHEAST CORNER THEREOF; THENCE, SOUTH 0°06'27" EAST 49.00 FEET ALONG THE WEST LINE OF LANE COUNTY LAND PARTITION PLAT NO. 97-PI008 TO A POINT MARKED BY A REINFORCING ROD; THENCE, SOUTH 0°06'27" EAST 106.11 FEET TO A REINFORCING ROD MARKING THE NORTHEAST CORNER OF THAT PROPERTY LINE ADJUSTMENT DEED RECORDED APRIL 27, 2005, DOCUMENT NO. 2005-029904 OFFICIAL RECORDS OF LANE COUNTY, OREGON; THENCE NORTH 89°56'58" WEST 54.68 FEET ALONG THE NORTH LINE OF SAID DEED TO A REINFORCING ROD; THENCE, 80.76 FEET CONTINUING ALONG SAID NORTH LINE AS IT FOLLOWS THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET TO A REINFORCING ROD BEARING NORTH 72°12'13" WEST 79.46 FEET FROM THE LAST DESCRIBED POINT; THENCE, WEST 9.76 FEET CONTINUING ALONG SAID NORTH LINE TO A REINFORCING ROD MARKING THE NORTHWEST CORNER THEREOF; THENCE, SOUTH 0°06'27" EAST 170.00 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, WEST 206.87 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, NORTH 508.41 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, NORTH 508.41 FEET TO A REINFORCING ROD MARKED THE SOUTHEAST CORNER OF LOT 32, SAID PLAT OF SUNRIDGE FIRST ADDITION; THENCE, ALONG THE EAST LINE OF SAID PLAT OF SUNRIDGE FIRST ADDITION THE FOLLOWING COURSES AND DISTANCES: NORTH 12°17'41" EAST 110.12 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, SOUTH 72°44'42" EAST 22.12 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, SOUTH 72°44'42" EAST 144.40 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, NORTH 73°16'37" WEST 42.41 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, NORTH 73°16'37" WEST 42.41 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, NORTH 16°43'23" EAST 100.00 FEET TO THE INITIAL POINT IN LOWELL, LANE COUNTY, OREGON.
AND BEGINNING AT THE IRON ROD MARKING THE NORTHEAST CORNER OF LOT 16 OF SUNRIDGE RECORDED AT FILE 75, SLIDE 1091, OFFICIAL PLAT RECORDS OF LANE COUNTY, OREGON; THENCE, NORTH 12°25'00" EAST 60.17 FEET TO A REINFORCING ROD MARKING THE SOUTHEAST CORNER OF LOT 8 OF SUNRIDGE RECORDED AT FILE 75, SLIDE 1091 ON THE NORTH RIGHT OF WAY LINE OF EAST FIRST STREET BEING THE TRUE POINT OF BEGINNING; THENCE, NORTH 109.96 FEET TO A REINFORCING ROD MARKING THE NORTHEAST CORNER OF SAID LOT 8; THENCE, SOUTH 73°16'39" EAST 76.34 FEET TO A REINFORCING ROD ON THE WEST LINE OF THAT TRACT MONUMENTED IN SURVEY FILED AT THE LANE COUNTY SURVEYOR'S OFFICE UNDER NO. 32715; THENCE, SOUTH 0°03'39" EAST 108.99 FEET ALONG SAID WEST LINE TO A REINFORCING ROD SET IN SAID SURVEY ON THE NORTH RIGHT OF WAY LINE OF SAID EAST FIRST STREET; THENCE, NORTH 73°16'39" WEST 76.45 FEET TO THE TRUE POINT OF BEGINNING ALL IN LOWELL, LANE COUNTY, OREGON.

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT SHADE TREE, INC. IS THE OWNER OF THE LAND DESCRIBED HEREON AND DID CAUSE THE SAME TO BE SUBDIVIDED AND PLATED AS SHOWN HEREON ACCORDING TO THE PROVISIONS OF THE CITY OF LOWELL PLANNING ORDINANCE AND O.R.S. CHAPTER 92 AND DOES HEREBY DEDICATE TO THE FREE USE OF THE PUBLIC FOREVER ALL PUBLIC UTILITY EASEMENTS, THE SLOPE EASEMENT AND THE CONSERVATION EASEMENTS AS SHOWN HEREON. SHADE TREE, INC. DOES HEREBY ACKNOWLEDGE THE SEPARATE CREATION OF PRIVATE ACCESS AND MAINTENANCE EASEMENTS AS SHOWN HEREON.

SHADE TREE, INC.
Mia Nelson
MIA NELSON, PRESIDENT
Roy Nelson
ROY NELSON, VICE PRESIDENT
Richard Johnson
RICHARD JOHNSON, VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF LANE

ON THE 11th DAY OF July, 2005 BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MIA NELSON, ROY NELSON, AND RICHARD JOHNSON, WHO ACKNOWLEDGED THAT THEY ARE ALL THE SHAREHOLDERS, OFFICERS AND DIRECTORS OF SHADE TREE, INC. AND THAT THIS INSTRUMENT WAS SIGNED ON BEHALF OF THE CORPORATION BY THE AUTHORITY OF ITS SHAREHOLDERS AND BOARD OF DIRECTORS, AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED.

Lucie Swarn
NOTARY SIGNATURE
Lucie Swarn
NOTARY PUBLIC FOR OREGON
COMMISSION NUMBER: 383614
MY COMMISSION EXPIRES: August 10, 2008



APPROVALS

Warren R. Weather 7/14/05
MAYOR, CITY OF LOWELL
Bob Johnson 7/26/05
LANE COUNTY BOARD OF COMMISSIONERS
William D. Robinson 7/25/05
LANE COUNTY SURVEYOR
Jim Gingle 7/25/05
LANE COUNTY ASSESSOR

NOTES AND RESTRICTIONS

BUILDINGS MAY NOT BE ERECTED NOR TREES PLANTED WITHIN PUBLIC EASEMENTS. FENCES ARE NOT ALLOWED WITHIN PUBLIC UTILITY EASEMENTS EXCEPT THAT BETWEEN LOTS 46 AND 48, AND THE WEST LINE OF LOT 44, FENCES MADE UP OF REMOVABLE PANELS ARE ALLOWED IN THE PUBLIC UTILITY EASEMENT. ALL REMOVABLE MATERIAL WITHIN THE EASEMENTS MUST BE PROMPTLY REMOVED AT THE REQUEST OF THE CITY. PROPERTY OWNERS ARE RESPONSIBLE FOR DAMAGE TO FENCES, GATES AND LANDSCAPING WITHIN BOTH PUBLIC AND PRIVATE EASEMENTS THAT IS CAUSED BY OR AS A RESULT OF MAINTAINING, REPAIRING OR REPLACING PUBLIC OR PRIVATE UTILITIES.
THE FOLLOWING RECORDED EASEMENT DOCUMENTS ARE PERTINENT TO THE FINAL APPROVAL AND RECORDING OF THIS SUBDIVISION AND ARE REFERRED TO HEREON AT THE REQUEST OF THE CITY OF LOWELL:

SLOPE EASEMENT RECORDED APRIL 27, 2005, DOCUMENT NO. 2005-029903

JOINT PRIVATE MAINTENANCE/UTILITY EASEMENTS FOR UNDERGROUND UTILITIES AND PUBLIC ACCESS AS REGARDS LOTS 44 AND 46 RECORDED 26 July 2005 DOCUMENT NO. 2005-57200 V AND 2005-57200 S RECORDED 26 July 2005 DOCUMENT NO. 2005-57200 S

PRIVATE UTILITY EASEMENT AS REGARDS LOT 39, 41 AND 52 RECORDED 26 July 2005 DOCUMENT NO. 2005-57200 S AND 27 July 2005 DOCUMENT NO. 2005-57200 S

IN CONSERVATION EASEMENT ZONES, CHANGES TO THE NATURAL GRADE SHALL NOT BE MADE AND STRUCTURES SHALL NOT BE PLACED.
SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EQUITABLE SERVICITUDES FOR SUNRIDGE SECOND ADDITION RECORDED 26 July 2005 DOCUMENT NO. 2005-57201 S

STORMWATER PIPE EASEMENT EXISTS OFF-SITE THAT WAS ADDRESSED WITHIN THE CONDITIONS OF APPROVAL. SAID EASEMENT WAS RECORDED 26 July 2005 DOCUMENT NO. 2005-57201 S

ACCEPTANCE

DEDICATION OF PUBLIC RIGHTS-OF-WAY, EASEMENTS AND PUBLIC IMPROVEMENTS ACCEPTED BY THE CITY OF LOWELL.

Warren R. Weather 6/7/05
WARREN WEATHERS, MAYOR, CITY OF LOWELL DATE

POST MONUMENTATION

I, PAULA LEE NORNESS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE INTERIOR CORNERS WILL BE SET BY OCTOBER 15, 2009.

POST MONUMENTATION AFFIDAVIT

A POST MONUMENTATION AFFIDAVIT WAS RECORDED _____ 20____ AT DOCUMENT NO. _____ LANE COUNTY OREGON OFFICIAL RECORDS.

SHEET INDEX

SHEET 1 SUNRIDGE SECOND ADDITION
SHEET 2 SIGNATURES, APPROVALS, NARRATIVE

FORD-KISS-FASSBENDER, INC. DBA
FORD & ASSOCIATES
LAND SURVEYING
CONSTRUCTION SUPERVISION * WATER RIGHTS EXAMINATIONS

P.O. Box 22735
1000 S. Berteleson, Ste. 1
Eugene, OR 97402 (541) 344-1852
EUGENE, OR 97402 Fax (541) 344-9923

www.finc.net
JOB NO. 4124.00
DWG. NO. 4124-2NDADD-SH2
DRAWN BY: PLN/TDM

PAGE 2 OF 2

EXHIBIT C

SUNRIDGE CONSTRUCTION PLANS SHOWS ROAD FILL PLACED OUTSIDE OF RIGHT OF WAY

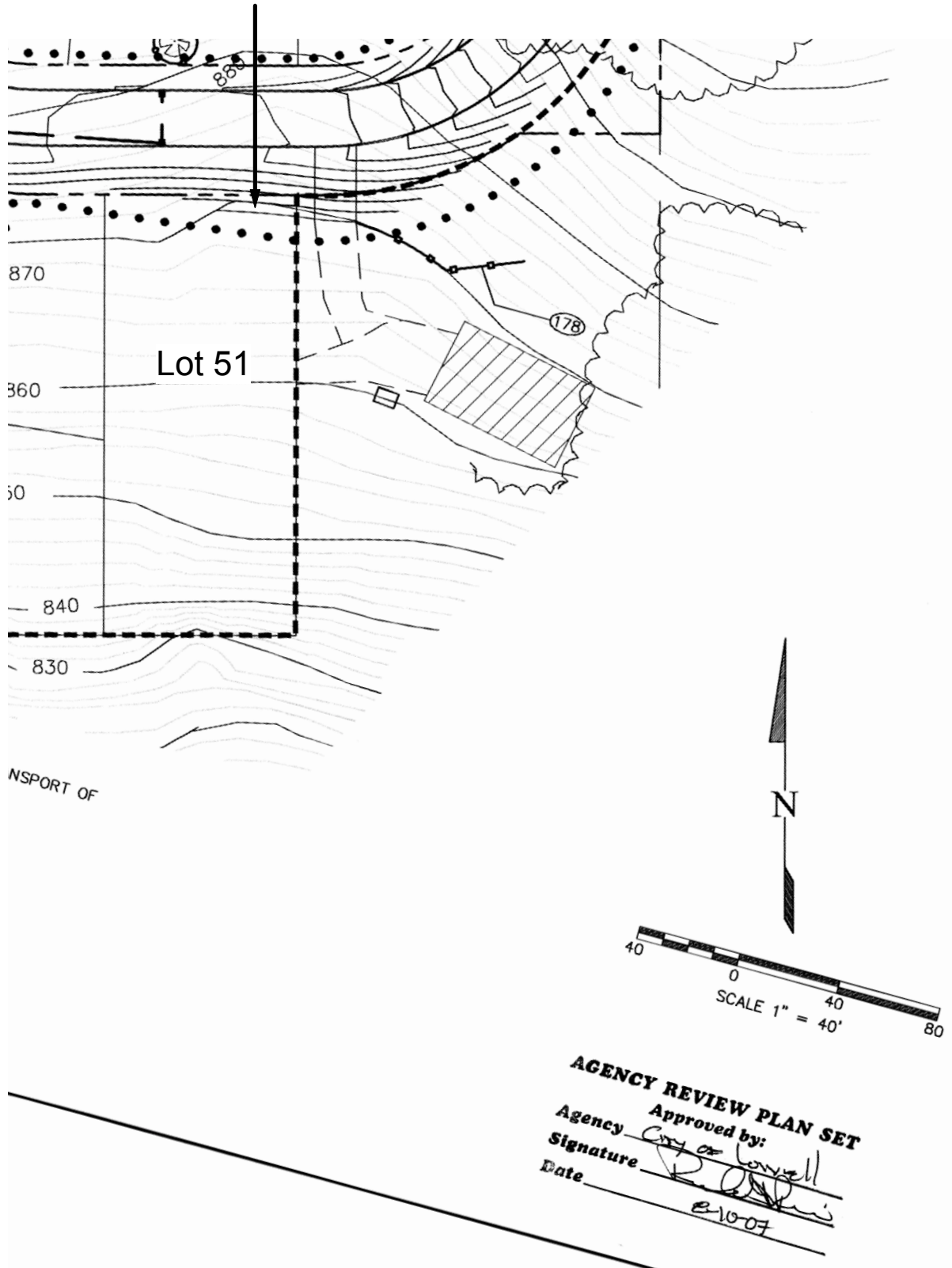
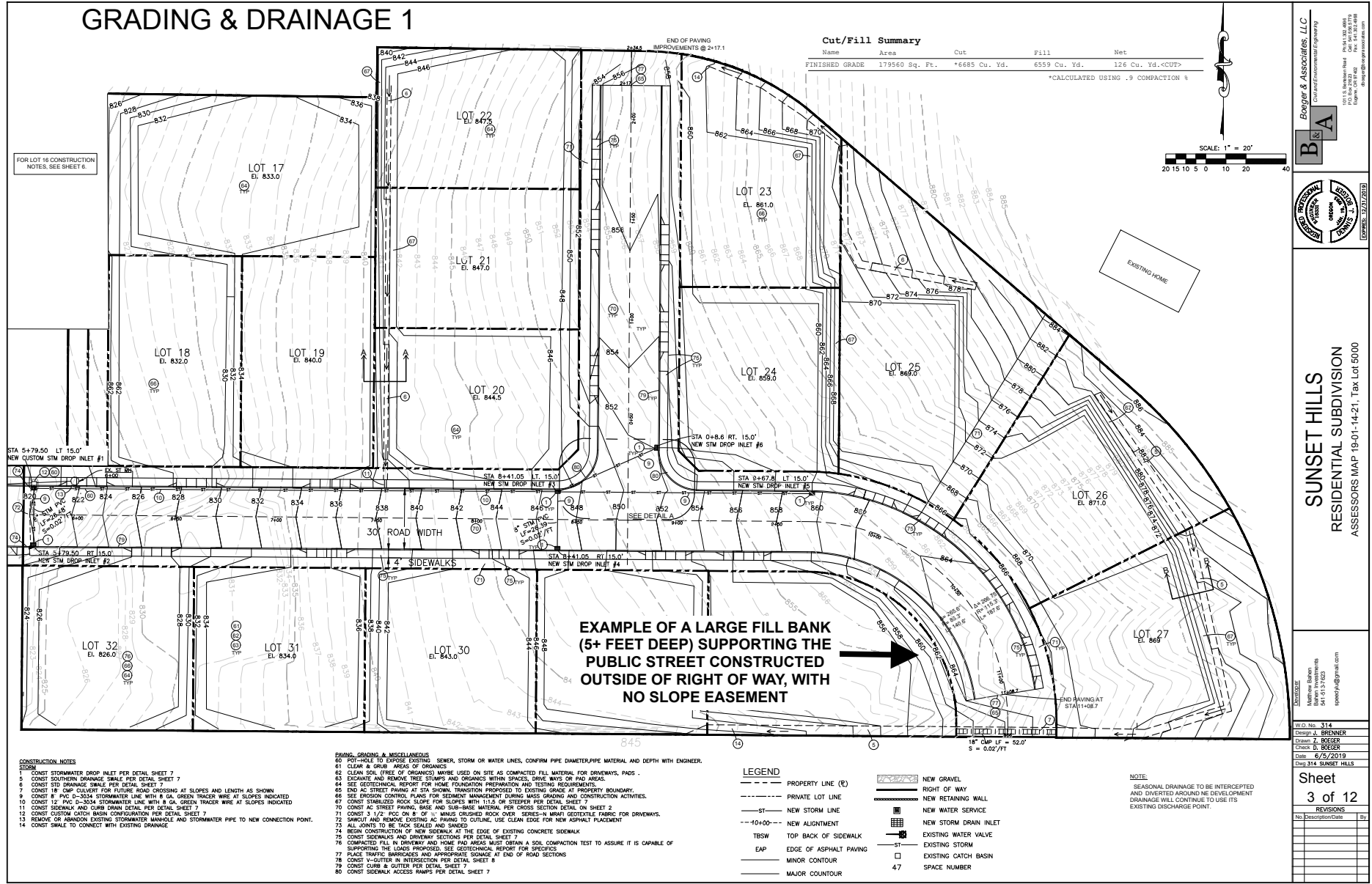


EXHIBIT D

SUNSET HILLS GRADING PLAN

GRADING & DRAINAGE 1



Boegner & Associates, LLC
Civil/Environmental Engineer/PA

B & A

REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
No. 50888
EXPIRES: 12/31/2021

**SUNSET HILLS
RESIDENTIAL SUBDIVISION**
ASSESSORS MAP 19-01-14-21, Tax Lot 5000

PROJECT: SUNSET HILLS
DRAWN BY: Z. BOGNER
CHECKED BY: Z. BOGNER
DATE: 6/5/2019
SHEET: 314

No.	Description	Date	By
1	ISSUED FOR PERMIT	6/5/2019	Z. BOGNER

FOR LOT 16 CONSTRUCTION NOTES, SEE SHEET 6

EXAMPLE OF A LARGE FILL BANK (5+ FEET DEEP) SUPPORTING THE PUBLIC STREET CONSTRUCTED OUTSIDE OF RIGHT OF WAY, WITH NO SLOPE EASEMENT

- CONSTRUCTION NOTES**
1. CONST STORMWATER DROP INLET PER DETAIL SHEET 7
 2. CONST SOUTHERN DRAINAGE SWALE PER DETAIL SHEET 7
 3. CONST STD DRAINAGE SWALE PER DETAIL SHEET 7
 4. CONST 18" CMP CULVERT FOR FUTURE ROAD CROSSING AT SLOPES AND LENGTH AS SHOWN
 5. CONST 12" PVC 0-3034 STORMWATER LINE WITH 8 GA. GREEN TRACER WIRE AT SLOPES INDICATED
 6. CONST SIDEWALK AND CURB PER DETAIL SHEET 7
 7. CONST 12" PVC 0-3034 STORMWATER LINE WITH 8 GA. GREEN TRACER WIRE AT SLOPES INDICATED
 8. CONST SIDEWALK AND CURB PER DETAIL SHEET 7
 9. CONST CUSTOM CATCH BASIN CONFIGURATION PER DETAIL SHEET 7
 10. REMOVE OR AMEND EXISTING STORMWATER MANHOLE AND STORMWATER PIPE TO NEW CONNECTION POINT.
 11. CONST SWALE TO CONNECT WITH EXISTING DRAINAGE

- PAVING, GRADING & MISCELLANEOUS**
60. POT-HOLE TO EXPOSE EXISTING SEWER, STORM OR WATER LINES. CONFIRM PIPE DIAMETER, PIPE MATERIAL AND DEPTH WITH ENGINEER.
 61. CLEAR & GRUB AREAS OF ORGANICS
 62. CLEAN SOIL (LINES OF ORGANICS) MAYBE USED ON SITE AS COMPACTED FILL MATERIAL FOR DRIVEWAYS, PADS .
 63. EXCAVATE AND REMOVE TREE STUMPS AND ORGANICS WITHIN SPACES, DRIVE WAYS OR PAD AREAS.
 64. SEE GEOTECHNICAL REPORT FOR HOME FOUNDATION PREPARATION AND TESTING REQUIREMENTS.
 65. END AC STREET PAVING AT STA SHOWN. TRANSITION PROPOSED TO EXISTING GRADE AT PROPERTY BOUNDARY.
 66. SEE EROSION CONTROL PLANS FOR SEDIMENT MANAGEMENT DURING MASS GRADING AND CONSTRUCTION ACTIVITIES.
 67. CONST STABILIZED ROCK SLOPE FOR SLOPES WITH 1:1.5 OR STEEPER PER DETAIL SHEET 7
 68. CONST AC STREET PAVING, BASE AND SUB-BASE MATERIAL PER CROSS SECTION DETAIL ON SHEET 2
 69. CONST 1/2" PCC ON 8" OF 1/2" MINUS CRUSHED ROCK OVER SERIES 1 WPAF GEOTEXTILE FABRIC FOR DRIVEWAYS.
 70. SAWCUT AND REMOVE EXISTING AC PAVING TO CURLINE. USE CLEAN EDGE FOR NEW ASPHALT PLACEMENT.
 71. ALL JOINTS TO BE TACK SEALED AND SANDED
 72. RECONSTRUCT CONSTRUCTION OF NEW SIDEWALKS AT THE EDGE OF EXISTING CONCRETE SIDEWALK
 73. CONST SIDEWALKS AND DRIVEWAY SECTIONS PER DETAIL SHEET 7
 74. COMPACTED FILL IN DRIVEWAY AND HOME PAD AREAS MUST OBTAIN A SOIL COMPACTION TEST TO ASSURE IT IS CAPABLE OF SUPPORTING THE LOADS PROPOSED. SEE GEOTECHNICAL REPORT FOR SPECIFICS
 75. PLACE TRAFFIC BARRICADES AND APPROPRIATE SIGNAGE AT END OF ROAD SECTIONS
 76. CONST V-GUTTER IN INTERSECTION PER DETAIL SHEET 8
 77. CONST CURB & GUTTER PER DETAIL SHEET 7
 78. CONST SIDEWALK ACCESS RAMPS PER DETAIL SHEET 7

- LEGEND**
- PROPERTY LINE (RL)
 - - - PRIVATE LOT LINE
 - - - ST - NEW STORM LINE
 - - - - - NEW ALIGNMENT
 - TBSW - TOP BACK OF SIDEWALK
 - EAP - EDGE OF ASPHALT PAVING
 - MINOR CONTOUR
 - MAJOR CONTOUR
 - NEW GRAVEL
 - RIGHT OF WAY
 - NEW RETAINING WALL
 - NEW WATER SERVICE
 - NEW STORM DRAIN INLET
 - EXISTING WATER VALVE
 - EXISTING STORM
 - EXISTING CATCH BASIN
 - 47 - SPACE NUMBER

NOTE

SEASONAL DRAINAGE TO BE INTERCEPTED AND OVERTERED AROUND NE DEVELOPMENT DRAINAGE WILL CONTINUE TO USE ITS EXISTING DISCHARGE POINT.

Sheet
3 of 12

No.	Description	Date	By
1	ISSUED FOR PERMIT	6/5/2019	Z. BOGNER

HEARLEY Henry O

From: Matt Wadlington <Mwadlington@civilwest.net>
Sent: February 8, 2021 8:29 AM
To: HEARLEY Henry O; Max Baker; Lon Dragt; BAUDER Jared W; STANKA Danielle E; ODOTR2PLANMGR@odot.state.or.us
Cc: CAUDLE Jeremy
Subject: RE: Requesting Referral Comment for Land Use Application

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,

Regarding the variance request to reduce the front yard setback, I have no issue with it.

Regarding the request to abandon the slope easement, I have the following concerns:

1. The slope easement is provided to allow the City to, among other things, maintain the slope “for the purposes of stabilizing the soil, preventing erosion, ...”.
2. Reference to the proposed subdivision grading is immaterial, as this has not been approved by the City.

I would recommend that if the easement is abandoned that it be replaced with something requiring that the property owner maintain the slope in a manner that will not cause erosion or negative impact to the roadway.

--

Matt Wadlington, PE, Principal
Willamette Valley Regional Manager
d 541.982.4373 | c 520.444.4220



Civil West Engineering Services, Inc.
213 Water Ave. NW, Suite 100, Albany, OR 97321
p 541.223.5130
www.civilwest.com

From: HEARLEY Henry O <HHEARLEY@Lcog.org>
Sent: Friday, February 5, 2021 1:49 PM
To: Matt Wadlington <Mwadlington@civilwest.net>; Max Baker <mbaker@ci.lowell.or.us>; Lon Dragt <dragt2300@gmail.com>; BAUDER Jared W <jared.bauder@lanecountyor.gov>; STANKA Danielle E <danielle.stanka@lanecountyor.gov>; ODOTR2PLANMGR@odot.state.or.us
Cc: CAUDLE Jeremy <JCaudle@ci.lowell.or.us>
Subject: Requesting Referral Comment for Land Use Application
Importance: High

All:

I'm requesting referral comment on two pending land use applications in Lowell, Oregon. One is for vacation of a slope easement and the other is for a modification to the front yard setbacks.

Matt, I'm interested if you have any thoughts on the proposed vacation of the slope easement. See the attached applications and narrative.

Please return any referral comments to me by February 11.

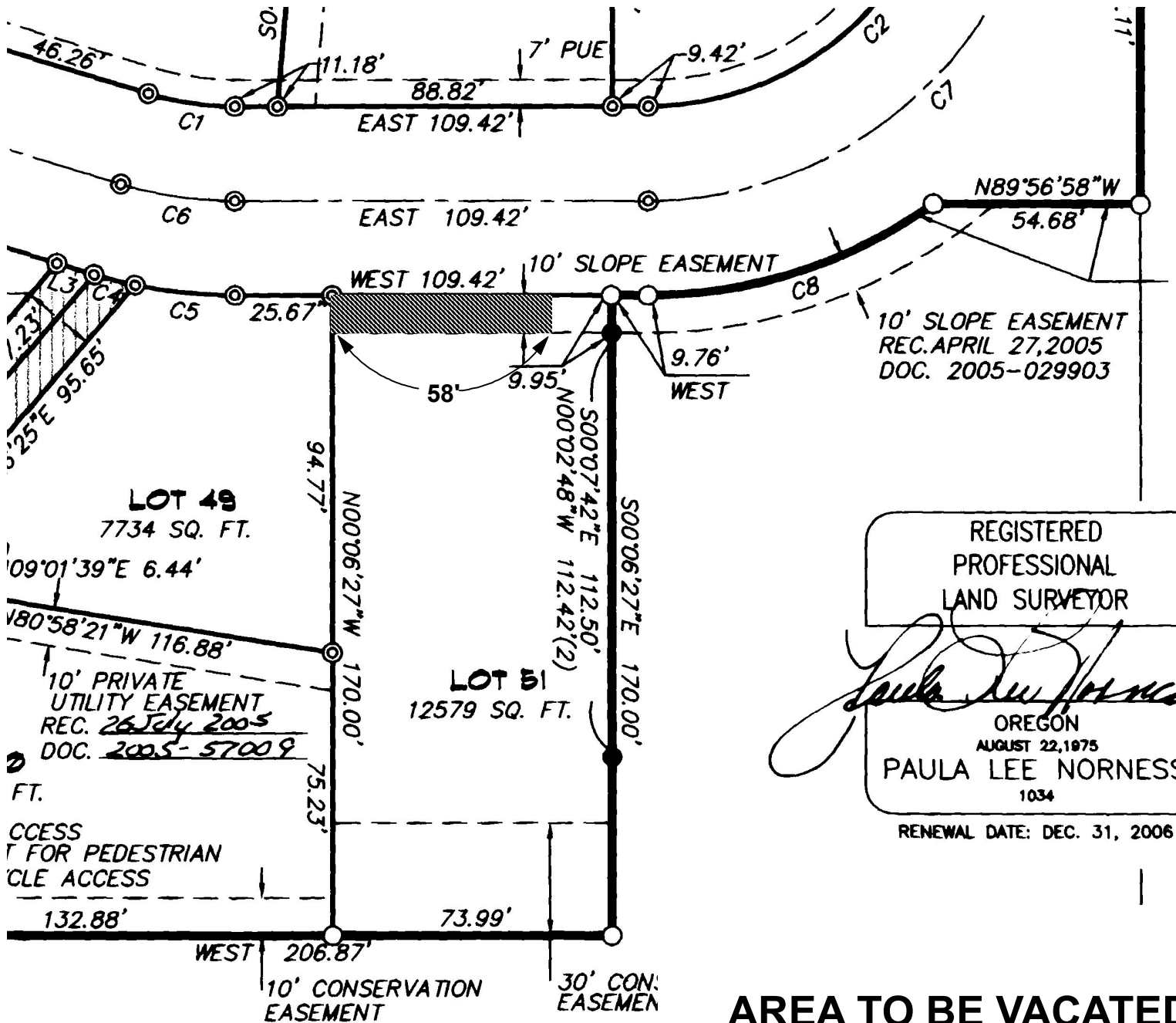
Henry

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

REVISED SITE PLAN SLOPE EASEMENT VACATION

Lookout Point LLC
622 Sunridge Lane, Lowell OR
19-01-14-13-4900

SCALE: 1" = 40'
JANUARY 19, 2020



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Paula Lee Norness

OREGON
AUGUST 22, 1975
PAULA LEE NORNESS
1034

RENEWAL DATE: DEC. 31, 2006

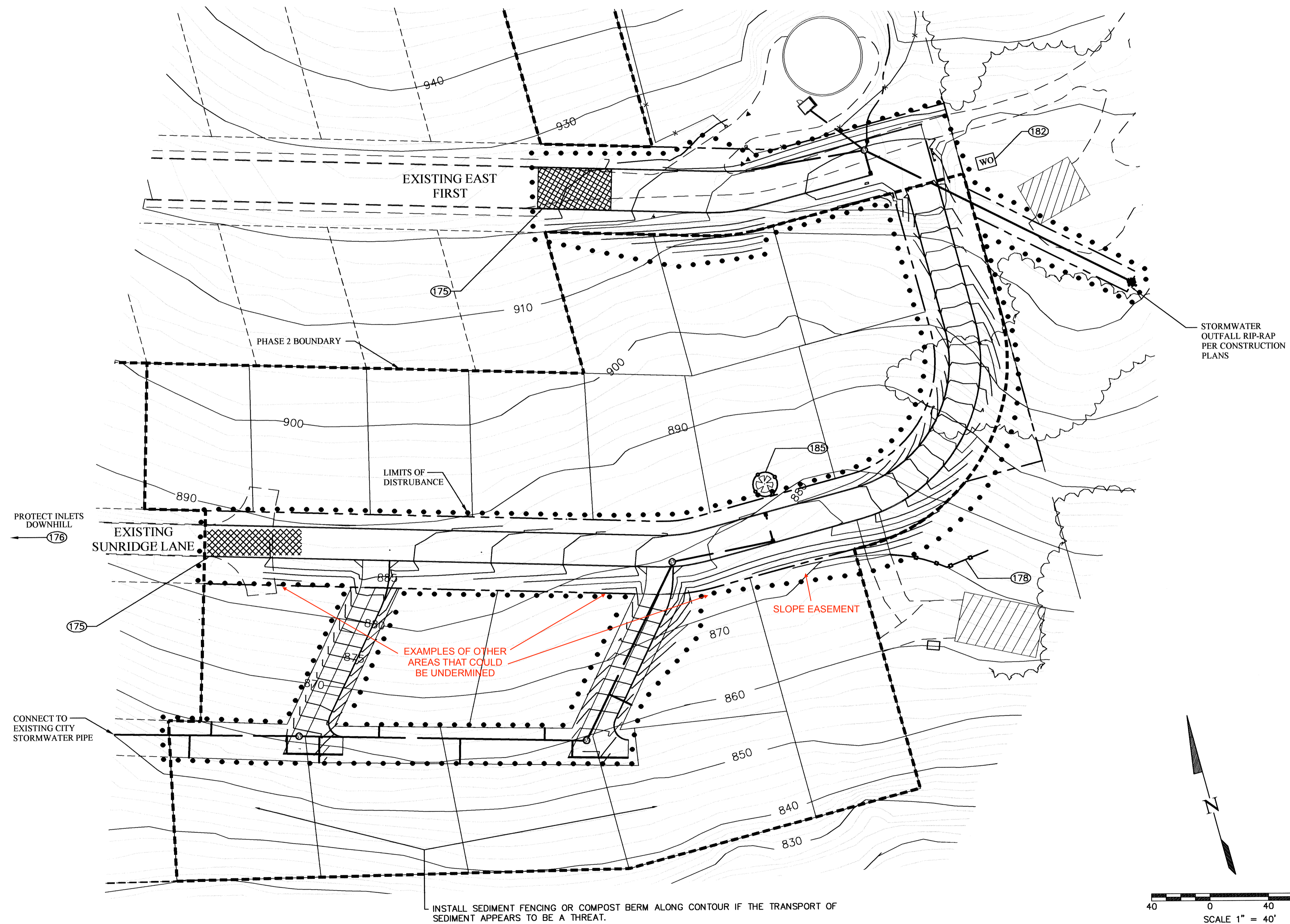
AREA TO BE VACATED
CROSS-HATCHED AREA
58' x 10' PORTION OF LOT 51

CONSTRUCTION NOTES

- (175) CONSTRUCT AGGREGATE CONSTRUCTION ENTRANCE PER OREGON STD DWG RD 1000
- (176) INSTALL DRAIN PROTECTION PER OREGON STD DWG. RD 1015
- (178) CONSTRUCT SEDIMENT FENCING PER OREGON STD DWG 1040
- (182) CONSTRUCT CONCRETE WASHOUT AREA PER DETAIL SHEET ESC-2
- (185) INSTALL ORNGE CONSTRUCTION FENCING

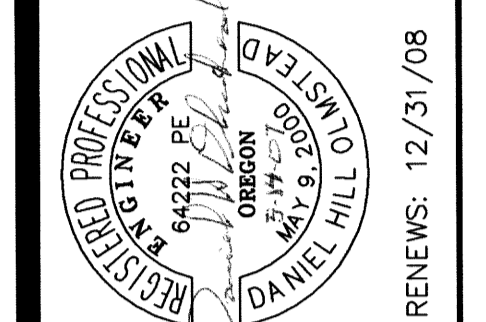
LEGEND

- NEW IMPERVIOUS SURFACE
- PHASE BOUNDARY
- LIMITS ON DISTURBANCE
- SILT FENCE OR STRAW BALE BARRIER
- PROPOSED FINISH GRADE CONTOUR
- EXISTING GROUND CONTOUR
- 1030
- CONSTRUCTION ENTRANCE
- CONCRETE WASHOUT & FUEL, HAZARDOUS MATERIAL STORAGE
- AREA OF CUT APPLY MULCH AND RE-SEED
- AREA OF FILL APPLY MULCH AND RE-SEED USE BLANKET IF NEEDED



AGENCY REVIEW PLAN SET
 Approved by: _____
 Agency: City of Lowell
 Signature: [Signature]
 Date: 2-10-07

ECR & Associates, Inc.
 Engineers, Geologists, and Surveyors
 2535B Prairie Road
 Eugene, Oregon 97402
 (541) 688-8322
 Fax (541) 688-9087



SUNRIDGE SUBDIVISION
 SECOND ADDITION
 EROSION AND SEDIMENT CONTROL PLAN
 SITE PLAN
 LOWELL, OREGON

Date	Description of Revisions	No	Name
05-11-2007			
5095-04-0079			
E. LUCKHARDT			
K. JAYCOBS			
D. OLMSTEAD			

Sheet Number
ESC-3

FILE: C:\Users\jckenneth\Documents\Projects\5095-04-0079\5095-04-0079.dwg
 PLOT: 2/10/07 9:17:28 AM
 PLOTTER: HP DesignJet 5000 Series
 PLOTTING: 25.0000
 PLOT SCALE: 1.0000
 PLOT SHEETS: 1
 PLOT SIZE: 11x17
 PLOT STATUS: Success
 PLOT TIME: 0.0000
 PLOT USER: jckenneth

After Recording Return To:
Shade Tree, Inc.
40160 East First Street
Lowell, OR 97452



\$241.00

00718873200500570100440446

07/26/2005 10:42:53 AM

RPR-SUPP Cnt=1 Stn=4 CASHIER 02

\$220.00 \$10.00 \$11.00

**SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EQUITABLE SERVITUDES
FOR SUNRIDGE SECOND ADDITION**

WHEREAS, a "Declaration of Covenants, Conditions, Restrictions and Equitable Servitudes" was recorded by Shade Tree, Inc., an Oregon corporation (hereafter "Declarant") on April 10, 2001, reception number 2001-020572; and amended by a document recorded on January 31, 2005, reception number 2005-007739 (hereafter "Declaration"); and

WHEREAS, section 10.1 of said Declaration provides that the Declarant shall have the right to add additional real property to Sunridge Subdivision, so that it shall become subject to and restricted by the Declaration just as if such property and lots simultaneously had been made subject to this original Declaration; and

WHEREAS, said Declaration provides that an addition to Sunridge Subdivision shall be made by a supplementary declaration, containing such modifications of the provisions of this Declaration as may be necessary to reflect the different character, if any, of the addition to Sunridge Subdivision; and

WHEREAS, Declarant is subdividing additional real property into 20 lots, the City of Lowell granted tentative subdivision approval for that division on October 7, 2003, and the plat for said subdivision was recorded as *Sunridge Second Addition*, in the Lane County, Oregon Official Records, Document No. 2005-57003; and

WHEREAS, Declarant wishes to subject all the lots in Sunridge Second Addition to the Declaration, and has the unrestricted right to do so;

NOW, THEREFORE, the undersigned SHADE TREE, INC., as Declarant, by executing and recording this Supplementary Declaration, intends that all of Sunridge Second Addition be held, sold and conveyed subject to and restricted by that Declaration recorded on April 10, 2001, reception number 2001-020572; amended by a document recorded on January 31, 2005, reception number 2005-007739. A compilation of the original Declaration and the subsequent amendments is attached hereto as Exhibit A.

Provided, however, that the Declaration, as amended, shall be further modified by the following changes, which shall apply solely to the Sunridge Second Addition:

The third sentence of Section 3.1 shall be revised as follows: "For Sunridge Second Addition, within eighteen months (18 months) of the initial sale of any Lot by the Declarant, or within three (3) years of the date the first lot within Sunridge Second Addition is sold, whichever is later, the Owner of that Lot must secure a building permit for a new home meeting the requirements of this Declaration."

The Individual Lot Maps for Sunridge Second Addition shall be those attached to this Supplementary Declaration.

Section 2.6 shall be revised as follows: "2.6 'Elevation Limit' shall mean that certain number, expressed as a height above mean sea level, which is established for each Lot by the Individual Lot Maps, and which is used, in conjunction with the provisions of Section 5.2.1: Height Restriction, to establish the maximum permitted height of Improvements on that Lot. For Sunridge Second Addition, the Lot may have two or more Elevation Limits, each corresponding to a particular area of the Lot, as illustrated on the Individual Lot Map."

IN WITNESS WHEREOF, Declarant executes this Declaration on this 20th day of July, 2005.

SHADE TREE, INC., Declarant

By: 
Mia Nelson, President

STATE OF OREGON, County of Lane, ss.

On this 20th day of July, 2005, personally appeared before me Mia Nelson, President of Shade Tree, Inc., an Oregon corporation, and acknowledged to me that she executed the above instrument freely and voluntarily and by authority of the Board of Directors of the corporation. BEFORE ME:




Notary Public for Oregon
My Commission Expires: 2-10-2008

EXHIBIT A

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EQUITABLE SERVITUDES FOR SUNRIDGE SUBDIVISION

JANUARY 2005 AMENDED VERSION

This document is a compilation of the original Declaration recorded April 10, 2001, reception number 2001-020572 and the amendments recorded January 31, 2005, reception number 2005-007739. Individual Lot Maps are not included; see the original documents.

The Supplementary Declaration for Sunridge Second Addition recorded in July 2005 made the following changes to this document:

The third sentence of Section 3.1 shall be revised as follows: "For Sunridge Second Addition, within eighteen months (18 months) of the initial sale of any Lot by the Declarant, or within three (3) years of the date the first lot within Sunridge Second Addition is sold, whichever is later, the Owner of that Lot must secure a building permit for a new home meeting the requirements of this Declaration."

Section 2.6 shall be revised as follows: "2.6 'Elevation Limit' shall mean that certain number, expressed as a height above mean sea level, which is established for each Lot by the Individual Lot Maps, and which is used, in conjunction with the provisions of Section 5.2.1: Height Restriction, to establish the maximum permitted height of Improvements on that Lot. For Sunridge Second Addition, the Lot may have two or more Elevation Limits, each corresponding to a particular area of the Lot, as illustrated on the Individual Lot Map."

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EQUITABLE SERVITUDES
FOR SUNRIDGE SUBDIVISION**

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2.3	'Declarant'.....	2
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2.7	'Future Development Property'.....	2
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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EQUITABLE SERVITUDES FOR SUNRIDGE SUBDIVISION

ARTICLE 1. PURPOSE AND DECLARATION

1.1 Sunridge Subdivision. Shade Tree, Inc., an Oregon corporation (hereafter "Declarant"), is the owner of certain real property, located in Lane County, Oregon, which is all that real property included within and described as the SUNRIDGE SUBDIVISION, as platted and recorded in the Lane County Oregon Plat Records on April 9, 2001, File Number 75, Slide Number 1091, Recording Number 2001-020173. Declarant has the unrestricted right to create, declare and impose the covenants, conditions, restrictions and equitable servitudes (hereafter "Restrictions") hereinafter described upon said Sunridge Subdivision.

1.2 Future Development Property. Shade Tree, Inc., together with its shareholders Mia Nelson, Roy Nelson and Richard Johnson, are the owners of other real property in the vicinity of Sunridge Subdivision, more particularly described on the attached Exhibit A (hereafter "Future Development Property"), which may be developed and sold in the future, and which could be adversely affected by unattractive and undesirable development within Sunridge Subdivision.

1.3 Purpose. Declarant desires to impose certain Restrictions on Sunridge Subdivision, prior to the sale thereof, for the purpose of preserving the value, attractiveness, livability and desirability of both Sunridge Subdivision and the Future Development Property.

1.4 Declaration. By executing and recording this document (hereafter "Declaration"), Declarant hereby declares that all of Sunridge Subdivision shall be from this day forward be held, sold and conveyed subject to and restricted by all the Restrictions contained in this Declaration.

1.5 Binding Effect. This Declaration shall run with Sunridge Subdivision, and shall bind all parties having any right, title or interest in any part thereof, and their heirs, successors and assigns. This Declaration shall inure to the benefit of, and be enforceable by, the record owner or owners, including the Declarant, of any portion of the Sunridge Subdivision and the Future Development Property, their legal representatives, heirs, successors or assigns. The effect of this Declaration upon the Future Development Property shall be solely to confer the above-described right of enforcement, and shall not bind, restrict or burden the Future Development Property in any way, under any circumstances.

1.6 Term and Amendments. This Declaration shall run with and be binding on Sunridge Subdivision until such time as an instrument signed by the record owners of property which, taken together, comprises at least two-thirds (2/3), as measured in acres (and not as measured in number of Lots or parcels), of the sum total area of the Future Development Property and Sunridge Subdivision has been recorded, agreeing to amend this Declaration in whole or in part, or to terminate this Declaration outright.

ARTICLE 2. DEFINITIONS

2.1 "Arborist" shall mean an individual who is trained in the art and science of planting, caring for and maintaining individual trees, and who is a member of the International Society of

Arboriculture (ISA), the National Arborist Association (NAA), the American Society of Consulting Arborists (ASCA), or other comparable organization.

2.2 "Architectural Review Committee" or "ARC" shall mean the group established by the Declarant for the purpose of determining the acceptability of proposed Improvements, in accordance with Article 7: Architectural Review.

2.3 "Declarant" shall mean Shade Tree, Inc., an Oregon corporation, and any person or entity that is assigned the rights to act and function as the Declarant, which assignment must be executed in writing and duly recorded in the Lane County Real Property Records.

2.4 "Declaration" shall mean this document, and any attachments and exhibits thereto.

2.5 "Development Period" shall mean a time period beginning when the initial plat of Sunridge Subdivision, or any addition thereto, is recorded in the Lane County Plat Records and ending on the day that is three (3) years after the last Lot in such plat is sold by the Declarant. The three-year period is necessary to allow Declarant to exert control over the construction of the residential structures upon the Lots. The initial phase of Sunridge Subdivision, and each subsequent phase, shall have its own unique Development Period. Provisions of this Declaration that refer to the Development Period shall be construed in light of the particular Development Period pertaining to the Lot or Lots in question.

2.6 "Elevation Limit" shall mean that certain number, expressed as a height above mean sea level, which is established for each Lot by the Individual Lot Maps, and which is used, in conjunction with the provisions of Section 5.2.1: Height Restriction, to establish the maximum permitted height of Improvements on that Lot. For Sunridge First Addition, the Lot may have two or more Elevation Limits, each corresponding to a particular area of the Lot, as illustrated on the Individual Lot Map.

2.7 "Future Development Property" shall mean that certain real property described in Section 1.2: Future Development Property.

2.8 "Improvement" shall mean any building, structure, wall, fence, excavation, embankment, earthwork, piping, or any other man-made object or alteration, except for Landscaping, which is proposed for, or existing on, any part of any Lot.

2.9 "Individual Lot Maps" shall mean the detailed maps attached to this Declaration, and to supplementary declarations, which contain information pertaining to certain Restrictions, such as the location of Protected Trees, Elevation Limits, and required drainage structures.

2.10 "Landscaping" shall mean an arrangement of ornamental plants, such as lawns, trees, shrubs and flowers, deliberately placed and maintained so as to produce a desirable and attractive effect, and so as to eliminate weeds and other undesirable plants. "Landscaping" does not mean simply leaving an area to be occupied by whatever plants happen to grow there naturally. Most low-growing plants now on the Lots are non-native grasses, forbs and noxious weeds. On many Lots, almost all naturally-occurring plants may need to be removed, and replaced with other species, in order for an area to be considered as Landscaping.

2.11 "Lot" shall mean those particular parcels of land created by and included in the plat maps of Sunridge Subdivision, as recorded in the Lane County Plat Records. To the greatest extent permitted by the City of Lowell, it shall also mean the portion of the street right-of-way between the Lot boundary and the sidewalk or curb of the adjacent street.

2.12 "Owner" shall mean a record owner, whether one or more persons or entities, of a fee simple interest in any Lot within Sunridge Subdivision, including contract purchasers, but excluding those having such interest merely as a security for performance of an obligation, also excluding contract sellers.

2.13 "Pesticide" shall mean any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any unwanted or undesirable animal, mold, fungi, or plant.

2.14 "Protected Tree" shall mean any tree either specifically identified on the Individual Lot Maps recorded as part of this Declaration, or designated by the Declarant and an Owner in accordance with Section 8.1.

2.15 "Restriction" shall mean any and all requirements, conditions, covenants, restrictions, equitable servitudes, regulations, and any other terms or provisions of this Declaration, which affect, burden, bind or limit the use of real property.

2.16 "Sunridge Subdivision" shall mean that certain real property described in the above Section 1.1: Sunridge Subdivision, and shall also include any subsequent additions thereto made pursuant to Article 10: Additions to Sunridge Subdivision.

2.17 "Synthetic" shall mean a substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plant, animal, or mineral sources, except that such term shall not apply to substances created by naturally occurring biological processes.

2.18 "Temporary Exemption" shall mean a temporary relaxation of a Restriction affecting one or more Lots, granted pursuant to Section 8.3: Temporary Exemptions for Declarant and Section 8.4: Temporary Exemptions for Others.

2.19 "Variance" shall mean a permanent removal or modification of a Restriction affecting one or more Lots, granted pursuant to Section 8.1: Variances During the Development Period, and Section 8.2: Variances After the Development Period.

ARTICLE 3. GENERAL CONSTRUCTION RESTRICTIONS

3.1 Construction Timetables. Vacant Lots must be mowed and maintained prior to construction, to present a neat appearance and to reduce the risk of fire. Grass height shall be kept under eight inches (8") at all times. Within eighteen months (18 months) of the initial sale of any Lot by the Declarant, the Owner of that Lot must secure a building permit for a new home meeting the requirements of this Declaration. The exterior of any construction, addition or alteration must be completed within one (1) year of issuance of the building permit, so as to present a finished appearance when viewed from any angle. Landscaping between the street and the front wall most distant from the street must be completed within one (1) year of the initial occupancy of the dwelling, but not to exceed three (3) years from issuance of the building permit. Landscaping on the remainder of the Lot must be completed within two (2) years of the initial occupancy of the dwelling, but not to exceed four (4) years from issuance of the building permit.

3.2 Required Contractor's Registration. Construction of the residential structure and all underground utilities shall be done by a general contractor registered with the Oregon Construction Contractors Board. Provided, however, that the general contractor may allow subcontractors or the Owner to do some or all of the work, and the above requirements shall not apply to those parties, so long as the general contractor remains legally responsible and liable for their activities.

On all Lots other than the initial phase of Sunridge Subdivision (Lots 1-16) only those general contractors approved in writing by the Declarant may work on the Lots during the Development Period. The Owner must obtain such approval prior to beginning construction on a Lot. Declarant's approval of a given general contractor for one Lot shall not constitute approval for any other Lot; a separate approval must be obtained for each and every Lot. Declarant shall have the right, in its absolute and sole discretion, to deny approval to any general contractor, Declarant's approval of that contractor for an earlier project notwithstanding.

3.3 Protection of City Facilities. Every Owner is responsible for ensuring that persons working on behalf of said Owner within the City of Lowell's rights-of-way are informed of the need to locate and protect public facilities, including water, sanitary and storm sewer, electric, telephone and television lines, streets, curbs and sidewalks, and shall ensure that any damage such persons may cause is promptly repaired to the full satisfaction of the Declarant and the City of Lowell, at said Owner's sole expense.

3.4 Storage and Cleanup During Construction. During construction, the Owner shall ensure that the Lot and all adjacent streets and sidewalks are kept in a neat and clean condition, and shall not allow any dangerous conditions left unattended. Mud, dirt, gravel and other debris shall be promptly removed from streets and sidewalks. All materials, dump boxes, equipment, trailers and construction facilities shall be kept off the streets during construction, except during normal working hours, to allow efficient cleaning and maintenance.

3.5 Concrete Washout. During construction, the Owner shall ensure that concrete trucks use the washout area designated by the Declarant.

3.6 Underground Utilities. All utilities serving each Lot shall be maintained underground or in conduits attached to a building. No overhead utilities are permitted, except temporary electrical service during construction of the residential structure.

3.7 Erosion Control. Bare soil shall not be left exposed for more than ten (10) days from October 15 through June 15. Dirt stockpiles shall be covered with plastic or other waterproof material secured to the ground by stakes or weights. Exposed ground shall be mulched with at least two inches (2") of straw, hay, bark, sawdust, compost or other appropriate material. Runoff water must be controlled so that soil or other materials are not washed off the Lot, and so that damage to adjacent Lots and/or city facilities does not occur.

3.8 Falling Object Control. Owners are cautioned that rocks, logs and other debris encountered during construction activities could be dislodged and roll off the Lot, endangering persons and property below. Owners shall at all times be responsible for controlling the motion of all objects on the Lot. Owners shall ensure that protective measures, including, but not limited to, conscientious control of all materials during excavation, fences and berms to stop dislodged materials, and tethering of felled trees, shall be utilized whenever required to mitigate the hazards of falling objects. During construction, the Owner shall also ensure that all persons at work on the Lot are aware of the risk of falling objects and the need for protective measures, and shall be fully responsible for any failure on the part of said persons to control falling objects.

ARTICLE 4. ENVIRONMENTAL RESTRICTIONS

4.1 Minimum Dwelling Size. This Declaration does not require a minimum dwelling size, and the ARC may not require that a proposed dwelling be made larger as a condition of approval under Section 7: Architectural Review. Owners are encouraged to build the smallest residence that will suit their needs, and to spend the savings on improvements to quality. Large homes require more natural and human resources, money and time to build, maintain, heat, cool and clean. Large

homes also take up more ground area, reducing the outdoor quality of life for the residents, and increasing the area that is impervious to rainwater.

4.2 Natural Heating and Cooling Encouraged. Solar-friendly design of residences is encouraged. Heating costs may be substantially reduced when homes are designed to capture wintertime sun. Sunridge Subdivision has southern exposure and experiences fewer foggy days than the Eugene-Springfield area. Owners are encouraged to make use of these qualities. Air conditioners use large amounts of electricity and so are discouraged, but not prohibited. The prevailing southwesterly summertime winds can provide natural cooling for homes that are designed with the winds in mind.

4.3 Storm Drain Dumping. Dumping or discharge into the public storm drain system or any open waterway of oil, gasoline, fuel, grease, paint, antifreeze, soap, cleaners, or any other chemical is expressly prohibited. Owners are responsible and liable for the behavior of persons working on the Lot, such as upholstery cleaners and painters, and shall ensure that such persons dispose of all substances used or produced on the Lot in accordance with this section.

4.4 Clotheslines. Clotheslines are allowed and encouraged in order to conserve electricity. Clothesline use shall not be deemed a nuisance under this Declaration, so long as clotheslines are located in the rear half of the Lot, and so long as the laundry is promptly removed after it is dry, and the clothesline retracted into a case, wound on a spool or otherwise removed from view.

4.5 Outdoor Use of Certain Pesticides. Many common Synthetic home, lawn and garden Pesticides have been proven to cause cancer, birth defects, infertility, miscarriage, immune disorders and nerve and organ damage. Outdoor use of these Pesticides by an Owner could expose neighboring Owners and their families to toxic chemicals without their knowledge or consent, as the chemicals often drift several hundred feet, even when used according to directions on the label. These Pesticides could also leave the property in runoff water and enter Dexter Lake, the source of the City of Lowell's drinking water. Synthetic Pesticides cause significant environmental damage, and have been implicated in the decline of salmon runs and other aquatic species. Consequently, the outdoor use of Synthetic Pesticides is prohibited. In addition, Pesticides containing arsenic, cadmium, mercury, chromium or lead are prohibited, even if said Pesticides are not Synthetic. Notwithstanding the foregoing, the following Synthetic Pesticides are allowed:

- 4.5.1 Ethanol and isopropanol.
- 4.5.2 Calcium hypochlorite, chlorine dioxide and sodium hypochlorite.
- 4.5.3 Hydrogen peroxide.
- 4.5.4 Potassium bicarbonate.
- 4.5.5 Ammonium carbonate.
- 4.5.6 Boric acid.
- 4.5.7 Hydrated lime, elemental sulfur, lime sulfur, calcium polysulfide and sulfur dioxide.
- 4.5.8 Fixed copper, copper hydroxide, copper oxide, copper oxychloride and copper sulfate.

4.5.9 Sulfates, carbonates, oxides or silicates of zinc, copper, iron, manganese, molybdenum, selenium and cobalt.

4.5.10 Soap products.

4.5.11 Horticultural oils such as dormant, suffocating, and summer oils.

4.5.12 Sticky traps and pheromones.

4.5.13 Any substance approved for use in organic food production on the "National List", as that term is defined in 7 USC 6502(12), or its successor.

4.5.14 Glyphosate, or N-(phosphonomethyl)glycine, also known by the proprietary names "Roundup", "Rodeo" and "Accord".

4.6 Chemically Treated Wood in Perimeter Fences. Many common treated wood products contain heavy metals and other chemicals which are proven carcinogens, which can leach from the wood into the surrounding soil, and which can be ingested by children and pets. If one Owner uses wood treated with these chemicals for perimeter fencing, the adjoining Owners and their families will also be exposed to the chemicals. Acceptable substitutes for these toxic wood treatments exist, such as ammoniacal copper quaternary (ACQ), marketed as "Preserve" treated wood and manufactured by Chemical Specialties, Inc. Consequently, wood treated with any of the following chemicals may not be used within three (3) feet of any property line of any Lot:

4.6.1 Compounds containing lead, mercury, cadmium, chromium and/or arsenic, including, but not limited to: chromated copper arsenate (CCA), ammoniacal copper zinc arsenate (ACZA), chromated zinc chloride (CZC) and acid copper chromium (ACC).

4.6.2 Pentachlorophenol (Penta).

4.6.3 Creosote.

4.7 Full Cut-Off Lighting. Lighting which sends light upward into the sky and/or outwards onto neighboring properties can be an ineffective, wasteful manner of lighting, and a serious annoyance to the occupants of said properties. Consequently, all indoor and outdoor lighting fixtures rated at two (2) watts of power or more must prevent upward distribution of light into the sky, and also upward, horizontal and/or downward light trespass onto surrounding property. Lighting fixtures shall be directed and/or shielded so as to confine the light to the target area, and within the boundaries of the Lot. In addition, the lamp or bulb attached to the fixture must not be visible beyond the boundaries of the Lot. Outdoor lights with translucent or "frosted" sides that glow with light, mercury vapor lamps, searchlights, and continuously flashing lights are expressly prohibited. Provided, however, that temporary decorative holiday lighting which does not meet the foregoing requirements is allowed, so long as the lamps use ten (10) watts of power or less. Further provided, that prior to 11:30 p.m., lights not meeting the above standard may be used to illuminate outdoor activities in which one or more people are actually present outside the home.

4.8 Landscaping. Landscaping shall be established and continuously maintained on every part of every Lot, including the area that lies within the city right-of-way. All Landscaping must comply with the requirements of Section 5.2: Height Restriction. At all times, the Landscaping shall appear well groomed and deliberate, and shall be kept free of weeds and invasive plants.

4.8.1 Owners are not required to irrigate lawns, as grasses are naturally dormant during hot summer months. Outdoor watering, especially of lawns, is the predominant use of potable water in urban areas. There is a growing need, both locally and nationally, to find

ways to conserve potable water for more important purposes. Consequently, this Declaration shall not be construed to require irrigation-dependant Landscaping. Water conservation techniques that utilize principles such as limited use of lawn areas, drought tolerant and/or native plants, reduced pruning and mowing, and generous use of mulch are encouraged.

4.8.2 Bare soil shall not be left exposed for more than ten (10) days from October 15 through June 15. If permanent Landscaping has not been established by October 25, then the area shall be seeded with grass or other ground cover, and mulched with at least two inches (2") of straw, hay, bark, compost or other appropriate material.

4.8.3 While mulching is encouraged, mulch is not a substitute for required Landscaping. Mulch may be used only as a finishing treatment to planted areas, and may cover no more than 50% of any given one hundred square foot area. Mulch under the drip line of a tree or shrub shall not be counted as mulched area. Provided, however, that mulch may cover more than 50% of such an area during the first five (5) years after the area is planted, if the plantings are of a density and species type that can be reasonably expected to cover at least 50% of the area with foliage within five (5) years.

4.8.4 Use of invasive plant species invariably leads to their subsequent escape onto neighboring private property and public sites. Control measures are costly and often involve extensive herbicide use. Therefore, none of the following plants, nor any other plant identified in the future as highly or moderately invasive in the Southern Willamette Valley by the Native Plant Society of Oregon shall be planted or allowed to remain:

Arum italicum (arum)
Acer platanoides (Norway maple)
Aesculus hippocastanum (horse chestnut)
Ailanthus altissima (tree-of-heaven)
Alliaria petiolata (garlic mustard)
Anchusa azurea (anchusa, common bugloss)
Brachypodium sylvaticum (false-brome)
Buddleia davidii (butterfly bush)
Clematis vitalba (traveler's-joy)
Corylus avellana (European hazel, filbert)
Cotoneaster spp. (cotoneasters)
Crataegus monogyna (English hawthorn)
Cytisus scoparius (Scot's broom)
Daphne laureola (spurge laurel)
Digitalis purpurea (foxglove)
Genista monspessulana (broom)
Geranium lucidum, robertianum (shining crane's-bill, herb Robert, stinky Bob)
Glechoma hederacea (ground ivy, creeping Charlie)
Hedera helix (English ivy)
Hypericum perforatum (St. John's wort)
Ilex aquifolium (English holly)
Impatiens glandulifera (policeman's helmet)
Inula helenium (alant, elecampane)
Iris pseudacorus (yellow flag iris)
Juniperus virginiana (eastern redcedar)
Leucanthemum vulgare (oxeye daisy)
Lamium galeobdolon (yellow archangel)
Lathyrus latifolius (sweet, perennial or everlasting pea)
Ligustrum vulgare (common privet)

Linaria genistifolia, dalmatica, vulgaris (dalmation toadflax, butter and eggs)
Lotus corniculatus (birdsfoot trefoil)
Lunaria annua (honesty, money plant)
Lythrum salicaria (purple loosestrife)
Lysimachia nummularia (moneywort)
Mentha pulegium (pennyroyal)
Melissa officinalis (lemon balm)
Myosotis scorpioides (common forget-me-not)
Myriophyllum spp. (parrot's feather, Eurasian milfoil)
Paulownia tomentosa (empress tree)
Phalaris aquatica, arundinacea (Harding grass, reed canarygrass)
Polygonum cuspidatum, cuspidatum x sachalinense (Japanese knotweed)
Prunus laurocerasus (English laurel)
Prunus lusitanica (Portugal laurel)
Prunus avium (sweet cherry)
Prunus cerasifera, domestica, spinosa (Thundercloud plum, domestic cherry, sloe)
Pueraria lobata, montana var. *lobata* (kudzu)
Pyracantha spp. (firethorn)
Ranunculus ficaria (lesser celandine)
Ranunculus repens (creeping buttercup)
Robinia pseudoacacia (black locust)
Rorippa nasturtium-aquaticum (watercress)
Rosa eglanteria (sweet-briar)
Rosa multiflora (multiflowered rose)
Rubus armeniacus (Armenian blackberry, Himalaya blackberry)
Rubus laciniatus (evergreen blackberry)
Securigera (Coronilla) varia (crown vetch)
Solanum dulcamara (bittersweet nightshade)
Sorbus aucuparia (European mountain-ash)
Umbellularia californica (California bay laurel, myrtlewood)
Ulex europaeus (gorse)
Verbena bonariensis (Brazilian verbena)
Vinca major, minor (periwinkle, vinca)

4.9 Fire Protection Measures. To reduce the likelihood of wildfire, all Owners shall take the following steps:

4.9.1 Remove leaves, needles and other combustibles from roofs, gutters and underneath decks at least every spring.

4.9.2 From June 15 to October 31, ensure there are no piles of brush, tree trimmings, wood scraps or other combustibles anywhere on the Lot, except that such materials are allowed in compost piles if they have been shredded, chopped or otherwise broken up so that no piece is larger than three inches (3") in any dimension.

4.9.3 Keep all trees over twenty feet (20') in height trimmed of branches less than six feet (6') from the ground, because such branches can act as a ladder to carry fire into the crown of the tree.

4.9.4 Do not store combustible materials under decks.

4.10 Protected Trees. Certain trees are noted on the attached Individual Lot Maps as "Protected Trees". From time to time, the Declarant and an Owner may designate an additional Protected Tree, in accordance with Section 8.1. Protected Trees are specimen trees that have

been examined by an Arborist and found to be in good health. Protected Trees will enhance the value and desirability of the neighborhood. To increase the likelihood that these important trees will survive for years to come, the following measures are required:

4.10.1 Prior to equipment mobilization, excavation, grading, trenching, clearing or building of any sort on any Lot, fencing shall be placed around each Protected Tree at least five feet (5') outside of the drip line. During the Development Period, written approval of said fencing shall be obtained from the Declarant, and appropriate "Warning Notices" supplied by the Declarant shall be placed and maintained on the fencing advising that no oils, gas, chemicals, liquid waste, solid waste, concrete washout, construction machinery or construction materials shall be allowed within the drip line of the Protected Tree, for any length of time. Further, no one shall enter the fence perimeter except to monitor the health of the Protected Tree.

4.10.2 Grade changes, excavation, trenching, cutting, filling, or any other sort of disturbance to the soil within five feet (5') of the drip line of a Protected Tree is expressly prohibited. However, mulch may be placed under the Protected Tree, provided that the mulch layer does not exceed two inches (2") in depth.

4.10.3 During grading, excavation and trenching, if any roots of a Protected Tree over 1 inch (1") in diameter are encountered, they shall be cut off cleanly with a sharp handsaw or loppers.

4.10.4 Drainage shall not be conveyed to any area within the drip line of a Protected Tree, and finished grades shall slope away from the trunks to avoid concentrating water around the Protected Tree.

4.10.5 No irrigation, fertilization, or application of Pesticides or any other foreign substance shall ever be permitted within the drip line of a Protected Tree, except as may be prescribed in writing by an Arborist.

4.10.6 Except for removal of dead limbs and trimming of "ladder" branches as prescribed by Section 4.9.3, no Protected Tree may be limbed, trimmed or otherwise altered without written concurrence from an Arborist that such activities will not harm the Protected Tree.

4.10.7 If a Protected Tree becomes dangerously diseased or weakened, it may be removed, provided that the Owner first obtains a written opinion from an Arborist which states that the Protected Tree is so diseased and/or weakened that collapse of all or part of the Protected Tree is likely, and that there is no feasible alternative to removal (i.e. cabling the trunks, pruning, etc). If a Protected Tree dies, it shall be removed within three (3) months. Within one (1) year of the removal of a Protected Tree, it shall be replaced with a young tree of the same species, or alternatively quercus garryana (Oregon white oak) or pinus ponderosa (ponderosa pine), within five feet (5') of the location of the original Protected Tree; provided, however, that an alternate location is acceptable if a written concurrence is signed by all the record owners of any Lots or Future Development Property located so that the replacement tree, when fully mature, will be capable of intruding into the view of Dexter Lake from said Lots or Future Development Property. The replacement tree shall be considered a Protected Tree.

4.10.8 Declarant has caused some multiple-trunked Protected Trees to be cabled by an Arborist. Owners of cabled Protected Trees must keep the cables in good working order at all times, and shall not remove, alter or damage the cables, without written advice from an Arborist that said cables are no longer necessary.

4.11 Drainage. All Owners shall maintain in proper working order all drainage structures constructed on their Lots and shall ensure that the water from said drainage structures flows as prescribed on the Individual Lot Maps. Unless authorized by said Individual Lot Maps, discharge of concentrated water onto another Lot is expressly prohibited. In order to reduce the likelihood of drainage problems, the following drainage structures are required and shall be installed prior to or concurrently with construction of a residence on each Lot:

4.11.1 Cut-off drain. To capture surface sheet flows of rainwater, cut-off (curtain) drains shall be installed by the Owner in the locations shown on the Individual Lot Map for that particular Lot. Provided, however, that if no cut-off drain is shown on a given Individual Lot Map, then none is required. Said drains shall consist of: i) a trench a minimum of 12" wide and 12" deep; ii) a 3" perforated pipe laid at the bottom of the trench; and iii) one-half to three-quarter inch diameter round rock backfill for the trench which is mounded at least two inches higher than the surrounding undisturbed ground. No filter fabric shall be used. Alternatives that are equivalent to the above-described pipe and rock may be used if approved in writing by the Architectural Review Committee. The cut-off drain shall be discharged in the manner provided on the Individual Lot Map. In some cases, special foundation drains with round gravel backfill extending from the footing to the surface of the ground can be substituted for the required curtain drain; this will be indicated on the Individual Lot Map.

4.11.2 Foundation drain. A 3" perforated pipe, together with at least one foot of round gravel backfill, shall be placed so as to drain the ground directly under the footings of the structure. No filter fabric shall be used. Foundation drains shall be discharged to the location shown on the Individual Lot Map.

4.11.3 Roof, driveway and patio drains. All water falling on impervious surfaces shall be collected and piped to the location shown on the Individual Lot Map. Provided, however, that up to three hundred (300) square feet of impervious surface on any Lot may instead be allowed to drain to the adjacent ground surface.

4.11.4 Cutbank drains. An additional drain, constructed as for "cut-off drains" above, is required at the base of any cutbank which removes more than two feet of soil from the natural grade, as measured at the base of the cut. Cutbank drains shall be discharged to locations shown on the Individual Lot Maps.

4.11.5 Acceptance of concentrated runoff. If a location for concentrated storm water runoff discharge from an adjacent Lot is shown on the Individual Lot Map, the Owner of the Lot receiving the discharge shall accept the runoff and pipe it to the City storm water system, just as if the runoff was gathered from said receiving Owner's Lot. The Owner of each Lot remains responsible for maintaining all piping located thereon.

4.12 Grading. Cutbanks are unsightly, can cause chronic drainage problems, and create areas that are often difficult to revegetate. Fills are also unsightly, and can become saturated with water and become unstable. Consequently, permanent changes in grade are not allowed unless pre-approved by the Architectural Review Committee in accordance with Article 7. A "permanent change in grade" means an alteration of the natural grade that remains visible after the project is complete, but does not include excavations that are later filled with soil or structures, as for a foundation or basement. Cuts and fills shall conform to the following requirements:

4.12.1 The face of unretained cuts and fills must not exceed 50% slope, or two horizontal units for each vertical unit. All cuts and fills must be promptly re-vegetated or faced with natural stone to control erosion and reduce unsightliness.

4.12.2 If a retaining wall exceeds four feet (4') in height, it must be designed by a registered professional engineer.

4.12.3 Additional drainage structures must be installed as specified in Section 4.11.4: Cutbank Drains.

ARTICLE 5. GENERAL ARCHITECTURAL RESTRICTIONS

5.1 Type of Structures Allowed. No structure shall be erected, altered, placed or permitted to remain on any Lot, other than one detached, single family dwelling with a private attached garage for not less than two (2) and not more than four (4) vehicles, plus one (1) outbuilding not to exceed four hundred (400) square feet. Any structure erected on the Lot shall be constructed on site. No existing or used house or other similar structure shall be moved onto the Lot. Factory-built homes, mobile homes, modular homes, manufactured homes and prefabricated accessory buildings are expressly prohibited. Provided, however, structures may utilize roof trusses, stress skin panels, fence panels, wall panels and other similar building components.

5.2 Height Restriction

5.2.1 Height restriction for Improvements. An Elevation Limit is established for each Lot by a listing on the Individual Lot Map associated with that particular Lot. Elevation Limits are expressed as a height above mean sea level, and not as a height above the ground surface. No Owner shall allow any Improvement to exceed the Elevation Limit.

5.2.2 Height restriction for plants and Landscaping. Except for Protected Trees either specifically identified on the Individual Lot Maps recorded as part of this Declaration, or designated by the Declarant and an Owner in accordance with Section 8.1, no Owner shall allow any plant or Landscaping to exceed six feet (6') in height on the Lot, including the area that lies within the adjacent street right-of-way. Plants with mature heights of over six feet (6') may be planted or maintained, if the Owner maintains the plants at under six feet (6') in height at all times. Provided, however, that plants and Landscaping may exceed the six-foot height limit to the extent allowed by any variances granted under Section 8.1 Variances During the Development Period, or Section 8.2 Variances After the Development Period.

5.2.3 Improvements made after the Development Period, whether to replace a pre-existing Improvement or to add a new Improvement, may not have a greater adverse impact on views of Dexter Lake from the surrounding Lots than did the Improvements approved under Article 7: Architectural Review. Owners contemplating such Improvements are strongly advised to review their plans with the Owners of all surrounding Lots that could be affected by the planned Improvements, to ensure there will be no objections. For a replacement Improvement, retention of as many features of the original Improvement as possible, such as roof section design and heights, and overall size and location of Improvements on the lot, will help minimize potential adverse impacts on views. For new Improvements, careful consideration of the potential effects on neighboring Lots is strongly advised.

5.2.4 Variances. Notwithstanding the foregoing, certain Improvements and Landscaping may exceed the Elevation Limit if a written Variance for each such object is recorded pursuant to Sections 8.1: Variances During the Development Period or 8.2: Variances After the Development Period.

5.3 Siding. Siding materials shall be stucco, brick, stone, other comparable masonry, or wood siding which is either: 1) Siding composed of wooden boards in its natural state, not to include chipboard, particleboard, waferboard, pressboard, plywood or other composite wood product, provided that said wooden boards must be dimensionally stable and free of loose or open knot holes, and shall not have noticeable warp, twist, buckle or wane; or 2) Bevel, drop or lap siding which is a composite wood or cement based product but which closely resembles real wood siding, and which consists of separately-formed boards not more than ten inches (10") in width, and which are individually applied, provided said siding is applied in like fashion to real wood siding, including the use of staggered joints. Those products that are applied as sheets instead of as individual boards, even when intended to resemble real wood siding, are prohibited.

5.4 Fascia. Fascia shall be rot-resistant boards with a minimum nominal size of two inches (2") by eight inches (8").

5.5 Roofing. Roofing shall be Class A Fire Rated, and shall have a minimum life rating of twenty-five (25) years. Wood shakes are not allowed, due to wildfire hazard. Metal roofs must be of the standing edge type, with no exposed fasteners. All roofing must be non-reflective. Roofs shall have a minimum overhang of eighteen inches (18"). Ninety percent (90%) of the total roof area shall have a pitch of at least three inches (3") of vertical rise per twelve inches (12") of horizontal run.

5.6 Exterior Colors. During the Development Period, the ARC shall approve exterior colors as provided in Article 7: Architectural Review. After the Development Period, colors chosen for exterior use shall be similar to colors previously approved by the ARC for use on that Lot, or on other Lots, so as to preserve visual harmony within Sunridge Subdivision.

5.7 Vents, Chimneys and Flashings. Roof-top attic venting shall utilize inconspicuous ridge or hip vents; jack vents and similar roof-mounted vents are prohibited. Plumbing vents, flashings, gutters, chimney caps, and other similar parts shall be painted to match the roof material, unless they are copper or are already a color which matches the roof material. Exposed metal chimneys or flues shall not protrude more than two feet (2') above the roof surface.

5.8 Driveways and Sidewalks. Where required by the City of Lowell in Sunridge Subdivision's final approval, each Owner shall construct a five foot (5') wide concrete sidewalk along the entire street frontage of the Lot, prior to completion of the exterior of the residential structure. Said sidewalk must meet the approval of the City of Lowell, which will own and maintain the sidewalk. Each Owner shall construct and maintain at least two uncovered off-street parking spaces for the Lot, in addition to the required two-car garage. Spaces shall be at least eighteen feet (18') long, and may be part of the driveway. All driveways shall be concrete, brick, or masonry paver.

5.9 Fencing. All fencing must be of good craftsmanship and built straight both vertically and horizontally. Wood fences must have either naturally rot-resistant posts, or treated posts meeting the requirements of Section 4.6: Chemically Treated Wood in Perimeter Fences. Boards must be dimensionally stable and free of open knot holes, and shall not have noticeable warp, twist, buckle or wane. Chain link fences are prohibited, unless under four feet (4') in height and screened from view by vegetation of a density and type that will completely cover the fence within three (3) years after the fence is erected. Pallet fences, barbed wire and wire mesh fences are expressly prohibited. Hedges along property lines must be approved in writing by adjoining Owners prior to planting, and shall be maintained by both parties thereafter. Fences must either be natural wood color, dark tan, dark grey, brown or green. White, light tan, blue, red, yellow, orange, black and purple fences are expressly prohibited. Fencing may not exceed six feet (6') in height, except that in the front twenty feet (20') of the Lot, fencing may not exceed three feet (3') in height.

5.10 Antennae. All exterior-mounted antennae and any satellite dish exceeding eighteen inches (18") in diameter are prohibited, unless completely screened from view by vegetation, fencing or other appropriate enclosure.

5.11 Solar Panels. Solar panels must attach directly to the roof structure and must lie in the same plane as the roof at a pitch that is within five degrees (5°) of the roof's pitch.

5.12 Tanks and Mechanical. All tanks larger than five (5) gallons, and all other equipment and apparatus, such as air conditioners and heat pumps, must either be buried underground or be completely screened from view on all sides, including the top, by vegetation, fencing or other appropriate enclosure. Provided, however, that air conditioners and heat pumps need not be screened if the equipment is colored in natural tones such as dark tan, brown, green or dark gray. All noise producing equipment and apparatus must be set back at least twenty feet (20') from the property line, except that no setback is required along a property line abutting a public street or a panhandle driveway. Provided, however, that equipment with a manufacturer's sound rating of 70 decibels (7.0 bels) or less may be within two feet (2') of the property line; equipment with a manufacturer's sound rating of 71 or 72 decibels (7.1 or 7.2 bels) may be within five feet (5') of the property line; and equipment with a manufacturer's sound rating of 73 or 74 decibels (7.3 or 7.4 bels) may be within ten feet (10') of the property line. Lesser distances are allowed only if agreed to in writing by the adjacent Owner(s). Such agreements must be duly recorded in the Lane County Real Property Records. Proof of the manufacturer's sound rating must be provided upon request to adjacent Owners or to the Declarant. Central vacuums and noise-producing furnaces that exhaust outside the home must be muffled. Window-mounted air conditioners are not allowed.

5.13 Mailboxes and Newspaper Tubes. No mailboxes, drop boxes or newspaper tubes shall be erected or maintained on any Lot or within an adjacent street right-of-way, other than those originally provided by the Declarant.

5.14 Coverings for Cuts and Fills. Natural basalt stone shall be used for all retaining walls, coverings for cuts and fills, planter bed edging, terracing, and similar uses. Use of any other type of landscaping element, such as wood, plastic, concrete, brick or other masonry, is prohibited. Provided, however, that incidental decorative use of natural wood is allowed, such as an unusual piece of driftwood.

ARTICLE 6. GENERAL USE RESTRICTIONS

6.1 Allowed Uses. Lots shall be used primarily for residential purposes. No tent, shack, trailer, camper, recreational vehicle, or partly finished house may be used as a residence at any time. Provided, however, that visitors to a Lot may sleep in a camper or recreational vehicle parked on the Lot for up to seven (7) consecutive days, with a cumulative maximum of twenty one (21) days in any one year period. Home businesses are allowed provided that: i) the business is conducted entirely indoors; ii) the business is incidental to the residential use of the Lot; iii) workers and customers park entirely on the proprietor's Lot; iv) no more than two (2) worker and/or customer cars are visible from outside the Lot at any given time; v) no more than eight (8) customers visit the business during any twenty-four (24) hour period; and vi) the business complies with all applicable laws and regulations.

6.2 Maintenance. All Improvements must be maintained at all times in a good, workmanlike manner in substantially the same condition as when first constructed. No Improvement shall be permitted to fall into disrepair or to become unsightly. Refinishing of all buildings and fences must be done before there is noticeable fading, checking, blistering or loss of finish on any surface. Owners shall also maintain the portion of the street right-of-way that is between their Lot and the sidewalk edge, in the same manner as the Lot itself.

6.3 Storage and Parking. Storage or parking of any type of vehicle which is in a state of disrepair or is not in regular family use, trucks and similar equipment in excess of one ton rating, boats, snowmobiles, all-terrain vehicles (ATVs), jet-skis, trailers, recreational vehicles (RVs), motor homes or campers shall not be allowed on any Lot, nor on any public or private street adjacent to any Lot, except within a completely enclosed garage, or other area which is completely screened from view by vegetation or fencing. Provided, however, that from time to time such equipment may be parked outside of a garage or screened area on a temporary basis for periods not to exceed seven (7) consecutive days, with a cumulative maximum of twenty one (21) days in any one year period. Parking of allowed vehicles shall occur primarily upon the Lots, with street parking allowed only when additional parking is required due to special circumstances, such as the arrival of guests. Storage of any kind of household item, goods, merchandise, fuel, firewood, bicycles, tools, materials, machinery or supplies must be within areas that are completely screened from view by vegetation, fencing or other appropriate enclosure. Garbage and debris must be kept in sanitary containers in an enclosed area and taken from the Lot to a lawful garbage dump site at least every other week. Provided, however, that organic materials may be naturally composted on the Lot if the composting area is screened from view by fencing, vegetation or other enclosure.

6.4 Repair of Vehicles and Equipment. Repair, rebuilding and overhaul of vehicles and equipment must take place inside a completely enclosed garage.

6.5 Rental. Lots may be rented by the Owner, provided that the Owner ensures that the tenants comply fully with each and every relevant Restriction, in the same manner as if said tenants were the record owners of the Lot.

6.6 Derogation of Laws. All Owners and occupants of all Lots, and any guests, shall comply with all applicable city, county, state and federal laws and regulations. In case of conflict with said laws and regulations, and this Declaration, the more restrictive of the two shall control. Provided, however that this Declaration shall not be construed to require violation of any applicable law or regulation.

6.7 Burning. Outdoor burning of yard, household or other waste is prohibited. Provided, however, that small, controlled fires of wood or charcoal are allowed, for recreational purposes only.

6.8 Signs. No signs shall be allowed on any Lot, or on a public right-of-way adjacent to any Lot, other than as follows: i) temporary signs under three (3) square feet advertising the Lot for sale or for rent; ii) political signs during election campaigns, provided said signs are promptly removed upon completion of the campaign; iii) home business signs under two (2) square feet and attached to the home; iv) discreet security signs or notifications regarding home security systems; and v) signs required by law. Signs must be freestanding or attached to a building, and may not be attached to a tree.

6.9 Animals. No horses, cattle, goats, swine or other such livestock may be raised, bred or kept on the Lot. A maximum of two dogs, plus an aggregate of five cats, rabbits, chickens and/or other similar animals, may be kept on each Lot, so long as they are not raised, bred or kept for commercial purposes. Dog runs or other outdoor animal enclosures must be at least two thousand (2000) square feet, and located in the rear two-thirds (2/3) of the Lot. All animal waste must be removed at least twice a week, and proper sanitation shall be maintained at all times. Pets, including cats, shall not be allowed off the Owner's Lot unless leashed or enclosed. Owners shall immediately remove any waste left by pets on other Lots, public rights-of-way or parks.

6.10 Nuisance. No noxious, unsightly or offensive condition, or anything that may be or become an annoyance or nuisance to owners and/or occupants of any part of Sunridge Subdivision, or the Future Development Property, shall be permitted. Nuisances include, but are not limited to, disruptive noise during nighttime hours, barking dogs, offensive smells or loud music.

ARTICLE 7. ARCHITECTURAL REVIEW

7.1 Architectural Review Committee (ARC). During the Development Period, there shall be an Architectural Review Committee (ARC) comprised of one (1), three (3) or five (5) individuals chosen by the Declarant. Any or all of the ARC members may be removed and replaced by the Declarant at any time, with or without cause.

7.2 Architectural Review Required. During the Development Period, no Improvement shall be commenced, erected, altered or maintained upon any Lot unless and until the Improvement is approved in writing by the ARC as described in this Article 7. Provided, however, that walls, excavations and earthwork less than twenty four inches (24") in height or depth, fences, patios and decks are considered minor and shall not require prior ARC approval. Plans for Improvements requiring a building permit may not be submitted to the City of Lowell, or any other permitting agency, until such plans have been first been approved by the ARC. Only plans bearing the ARCs approval may be submitted for building permit review, and only ARC-approved plans may be present on the jobsite as the working plans.

7.3 Scope of Review. This Declaration contains provisions that dictate objective qualities of proposed Improvements. However, in order to preserve the value, attractiveness, livability and desirability of the Sunridge Subdivision and the Future Development Property, certain subjective qualities must also be controlled, such as exterior colors, window and deck placement, roof design, proportions and bulk, quality and use of materials, changes in the natural grade of the land, and the overall harmony of the general design, type, style, size and location of proposed Improvements with the topography of Sunridge Subdivision and the Future Development Property, and with other contemplated or existing Improvements. However, descriptions of desirable subjective qualities are difficult to reduce to writing without unreasonably limiting the creativity of individual builders. Therefore, the ARC shall review the subjective aspects of proposed Improvements, as generally described above, and shall use its judgment to determine whether or not said Improvements will make a positive contribution towards the value, attractiveness, livability and desirability of the Sunridge Subdivision and the Future Development Property, without detracting from same. The ARC may, in its sole and absolute discretion, withhold or condition its approval of any proposed Improvement if it finds the Improvement does not meet the foregoing standard. The ARC may maintain a portfolio containing examples of subjective qualities the ARC deems desirable, and use it as a guide when making decisions. At its discretion, the ARC may also choose to review proposed Improvements for compliance with some or all of the other provisions of this Declaration, and may withhold approval upon a finding of noncompliance. However, such a review by the ARC shall not relieve the Owner of the responsibility to ensure that all Improvements are constructed and maintained in compliance with the entirety of this Declaration. Variances and Temporary Exemptions may be granted only as provided in the following Article 8: Variances and Temporary Exemptions, and may not be granted by the ARC.

7.4 Application. To receive approval for a proposed Improvement, the Owner shall submit to the ARC an application specifying the approval requested, two (2) sets of plans showing the nature, kind, shape, size, height, materials, color, texture and location of the proposed Improvements, and any other material reasonably required or desired by the ARC to make an informed decision. The ARC may adopt detailed procedures and requirements for such applications, and may impose a reasonable fee, not to exceed five hundred dollars (\$500), to cover the cost of processing the application. If the ARC finds that the application as submitted is not detailed enough to allow a decision to be made, the ARC shall so notify the Owner in writing within seven (7) days of its receipt of the incomplete application. The notice shall include a list of the additional details that are required. The application shall be deemed complete when the Owner

submits all said additional details to the ARC. If no such notice is made to the Owner within said seven (7) day period, the application shall be deemed complete as originally submitted.

7.5 ARC Decision. The ARC shall make written approval or denial of the proposed Improvements within fourteen (14) days of the date the application was deemed complete under the above Section 7.4. If the ARC finds reason to object to the proposed Improvements, it shall provide the Owner with a written denial identifying the concerns and objections thereto. If the ARC fails to respond in writing within said fourteen (14) day period, ARC approval of said Improvements shall not be required, and compliance with this Article 7 shall be presumed. Provided, however, that said Improvements must still comply with all other provisions of this Declaration, excepting only this Article 7.

7.6 Majority Action. A majority of ARC members shall have the power to act on behalf of the ARC, without the necessity of a meeting and without consulting or notifying the remaining ARC members. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

7.7 Post-Development Period Improvements. After the Development Period, the ARC shall be automatically dissolved, and ARC approval shall no longer be required prior to construction of Improvements. Improvements must still comply with all other provisions of this Declaration, excepting only this Article 7. However, Improvements approved by the ARC, but not completed prior to the ARC's dissolution, must be completed in compliance with the ARC's approval.

7.8 Conditional Approvals and Inspections. The ARC may approve an application subject to certain conditions specified in the approval letter. The ARC may also require that compliance with certain provisions of the approval, or with other provisions of this Declaration, be demonstrated by passing an inspection prior to covering or completing the Improvement. Examples of Improvements that may need to be inspected include, but are not limited to, foundation drains, cut-bank drains, and forming for concrete driveways prior to pouring. The ARC may designate one or more ARC members to perform inspections. Improvements subject to an ARC inspection requirement may not proceed without written ARC approval.

ARTICLE 8. VARIANCES AND TEMPORARY EXEMPTIONS

8.1 Variences During the Development Period. During the Development Period, the Declarant shall have the right, in its absolute and sole discretion, to permanently waive any or all of the Restrictions found in the following sections: 3.1: Construction Timetables, 3.2: Required Contractor's Registration, 4.10: Protected Trees, 4.11: Drainage, 4.12: Grading, all of Article 5: General Architectural Restrictions, and Section 6.3: Storage and Parking. Declarant may choose to make such Variences for one Lot only, for some Lots and not for others, or for all Lots. Variences shall be in writing, shall specify exactly which Restrictions are modified or waived, shall specify which Lot or Lots are affected by the Variance, shall be signed by the Declarant, and shall be duly recorded in the Lane County Real Property Records. In exchange for receiving a Variance on a Lot, an Owner may agree to accept certain new Restrictions; for example, a Variance allowing a certain tree to exceed the Elevation Limit may also designate that tree as a Protected Tree. In such cases, said Owner shall also sign the Variance.

8.2 Variences After the Development Period. After the Development Period, no Variences may be granted except for Section 5.2: Height Restriction. Such a Variance must be signed by all the record owners of any Lots or Future Development Property located so that the object in question is capable of intruding into the view of Dexter Lake from said Lots or Future Development Property. The Variance may specify an alternate Elevation Limit for the object or

objects covered by the Variance. The Variance shall be duly recorded in the Lane County Real Property Records.

8.3 Temporary Exemptions for Declarant. During the Development Period, the Declarant, and all Lots owned by the Declarant, shall be temporarily exempted from Section 4.7: Dark Sky Lighting and all of Article 6: General Use Restrictions, provided that nothing shall be done which will result in a violation of any part of this Declaration after the Development Period.

8.4 Temporary Exemptions for Others. For one (1) year following the issuance of building permit for a residential structure on any Lot, that Lot shall be temporarily exempted from the following Restrictions to the extent necessary to permit the efficient, economical and convenient completion of said Improvements, provided that during the course of such construction nothing shall be done which will result in a violation of any part of this Declaration upon completion of construction: Section 4.7: Dark Sky Lighting, Section 6.1: Allowed Uses, Section 6.2: Maintenance, Section 6.3: Storage and Parking, Section 6.4: Repair of Vehicles and Equipment, Section 6.8: Signs, and Section 6.10: Nuisance.

8.5 No Waiver. Variances and Temporary Exemptions shall not be construed as constituting any waiver of any provision in the future or as to any property not specifically described in or by the Variance or Temporary Exemption. No Variance or Temporary Exemption allowed shall in any way restrict the ability of a party hereto to enforce violations of this Declaration against Lots or Owners that do not have specific written Variances or Temporary Exemptions.

ARTICLE 9. ENFORCEMENT

9.1 Who May Enforce. This Declaration shall inure to the benefit of, and be enforceable by, the record owner or owners of any portion of the Sunridge Subdivision and/or the Future Development Property, and the legal representatives, heirs, successors or assigns of owners of interests in any such land. Provided, however, that because Section 4.11: Drainage and Section 5.8: Driveways and Sidewalks contain requirements which are conditions of Sunridge's development approval, these two sections may also be enforced by the City of Lowell. Sunridge Subdivision shall include the Sunridge Subdivision as initially created and as it may have been subsequently enlarged by any additions pursuant to Article 10. A failure, either by said owners, or their legal representatives, heirs, successors or assigns, or by the City of Lowell, to enforce any or all provisions of this Declaration in one or more instances shall in no event be deemed a waiver of the right to enforce such provision(s) thereafter. The Restrictions established by this Declaration are intended to be real and not personal.

9.2 Manner of Enforcement. Enforcement of this Declaration shall be accomplished by use of the procedures described herein. A party seeking to enforce any provision of this Declaration shall first make written demand for the discontinuance of the alleged violation. Such written demand shall be made to the Owner in question, and shall contain the name and address of the enforcing party, and a description of the alleged violation. The demand may also contain a statement as to what actions, if any, said Owner could take that would settle the matter.

9.3 Arbitration. The parties are encouraged to try to resolve disagreements among themselves, before resorting to arbitration. However, thirty (30) days after written demand is made in accordance with the above Section 9.2, arbitration proceedings may be initiated by an owner of Sunridge Subdivision property or Future Development Property. Arbitration shall take place in Eugene, Oregon. The matter shall then be resolved by a single arbitrator in accordance with ORS 36.300-365, or its successor. The arbitrator's decision shall be binding and conclusive, if not appealed, and any party to an award rendered shall be entitled to have judgement entered thereon. Notwithstanding the foregoing, the arbitrator's award may be appealed to the circuit court. The

arbitrator may award injunctive relief (as to present and future violations) and/or monetary damages (for past violations).

9.4 Correction of Violation (Present and Prospective Relief). If the arbitrator finds that a violation of this Declaration occurred, has not yet been corrected, and is the type of violation that can reasonably be corrected, the arbitrator shall order the losing party to take action sufficient to remedy the violation, which may include ordering remedial steps and/or an order enjoining future violations.

9.5 Liquidated Damages (Relief for Past Harm). If the arbitrator finds that a violation of this Declaration occurred, the arbitrator shall, at a minimum, award to the enforcing party or parties liquidated damages as follows:

9.5.1 For a violation of Section 3.5: Concrete Washout or Section 6.7: Burning, liquidated damages shall be five hundred dollars (\$500) per occurrence.

9.5.2 For a violation of Section 4.5: Outdoor Use of Certain Pesticides or Section 4.3: Storm Drain Dumping, liquidated damages shall be one thousand dollars (\$1,000) per occurrence.

9.5.3 For a violation of Section 4.10: Protected Trees, if the violation(s) result in the death of a Protected Tree, liquidated damages shall be five thousand dollars (\$5,000) per Protected Tree.

9.5.4 For a violation of Section 6.6: Derogation of Laws, no liquidated damages are required.

9.5.5 For a violation of any other Restriction, liquidated damages shall be two hundred dollars (\$200), plus an additional one hundred dollars (\$100) for each day that passes from the time the written demand was first delivered to the Owner in question, to the time the violation has been fully corrected.

9.6 Attorneys Fees and Other Costs. If arbitration proceedings are initiated as provided herein, the prevailing party shall be entitled to have and recover from the losing party all costs, fees and expenses, including reasonable attorney fees, incurred in the arbitration proceedings, in any court action associated with the arbitration proceedings, and in any subsequent appeal. Should members of the Architectural Review Committee be made parties to a dispute under this Declaration, such member(s) shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys fees, should the decision or position of the Architectural Review Committee be substantially sustained by the arbitrator proceeding and in any subsequent appeal.

9.7 No Limitation of Arbitrator's Powers. Nothing in this Article 9 shall limit the arbitrator's right and ability to require additional remedial actions, or to award additional sums as damages, beyond those specifically required herein.

ARTICLE 10. ADDITIONS TO SUNRIDGE SUBDIVISION

10.1 Additions to Sunridge Subdivision. Declarant shall have the right, in its absolute and sole discretion, to add additional real property to Sunridge Subdivision, so that it shall become subject to and restricted by this Declaration. An addition to Sunridge Subdivision shall be made by a supplementary declaration, containing such modifications of the provisions of this Declaration as may be necessary to reflect the different character, if any, of the addition to Sunridge Subdivision. Provided, however, that any such modifications shall apply only to the property being added to

Sunridge Subdivision by said supplementary declaration. A supplementary declaration shall be signed by the Declarant and by all the record owners of the additional property, and duly recorded in the Lane County Real Property Records. Property lawfully divided and expressly made subject to this Declaration (with any appropriate modifications) as described above shall thereafter be deemed to be part of Sunridge Subdivision for purposes of the applicability and functioning of this Declaration as if all such properties and lots simultaneously had been made subject to this Declaration. Should a portion of the Future Development Property be added to the Sunridge Subdivision, the remaining portions of the Future Development Property shall continue to have the rights, including without limitation the enforcement rights, as are allocated to the Future Development Property above.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1 Notification. Any notice permitted or required under this Declaration shall be in writing and shall be made either in person or by certified United States mail, return receipt requested. Notices shall be mailed to record owners of Lots and Future Development Property at the addresses shown in the Lane County Assessment and Taxation Records. Notice to the Declarant shall be made to: Shade Tree, Inc., 40160 East First Street, Lowell, OR 97452. In the event the notice is properly mailed to the correct address, but the addressee does not accept delivery, it shall nevertheless be deemed delivered on the date the United States Post Office returns the notice to the sender as undeliverable.

11.2 Limitation of Liability. Neither the Declarant nor any member of the ARC shall be liable for damages to any party regarding a request for general contractor approval under Section 3.2: Approval of General Contractor, a request for ARC approval of Improvement plans under Article 7: Architectural Review, or a request for Declarant's approval of a Variance under Section 8.1: Variances During the Development Period, by reason of the Declarant's or the ARC's approval or disapproval of said requests, failure to act on said requests, or any other action or failure to act regarding said requests.

11.3 Severability. Invalidation of any provision of this Declaration shall in no way affect any of the other provisions, which shall remain in full force and effect.

11.4 No Change of Circumstance. It is expressly contemplated that the Future Development Property and/or other nearby property may be divided and developed for residential purposes and also that other urban development of the vicinity may occur; such division and/or development is expressly contemplated by this Declaration and would not constitute any change in the character of Sunridge Subdivision, the Future Development Property or the surrounding neighborhood, nor any change of circumstance.

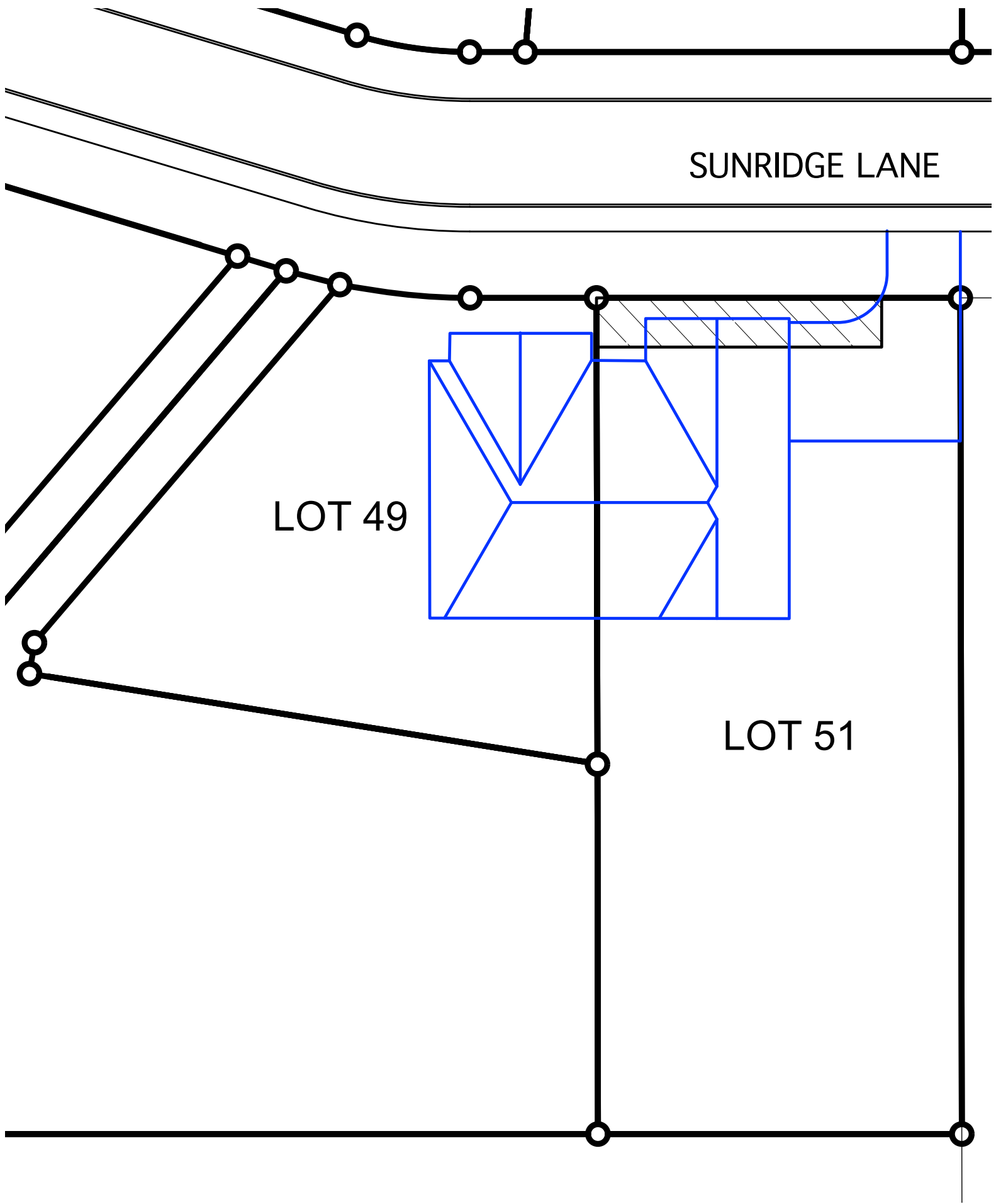
11.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of preserving the value, attractiveness, livability and desirability of the Sunridge Subdivision and the Future Development Property. The captions and titles in this Declaration are inserted only as a matter of convenience and for reference, and in no way describe, define, or limit the intent of this Declaration, and are not to be used in interpreting this Declaration.

11.6 Exhibits. All exhibits and attachments to this Declaration are incorporated herein.

SUNRIDGE LANE

LOT 49

LOT 51

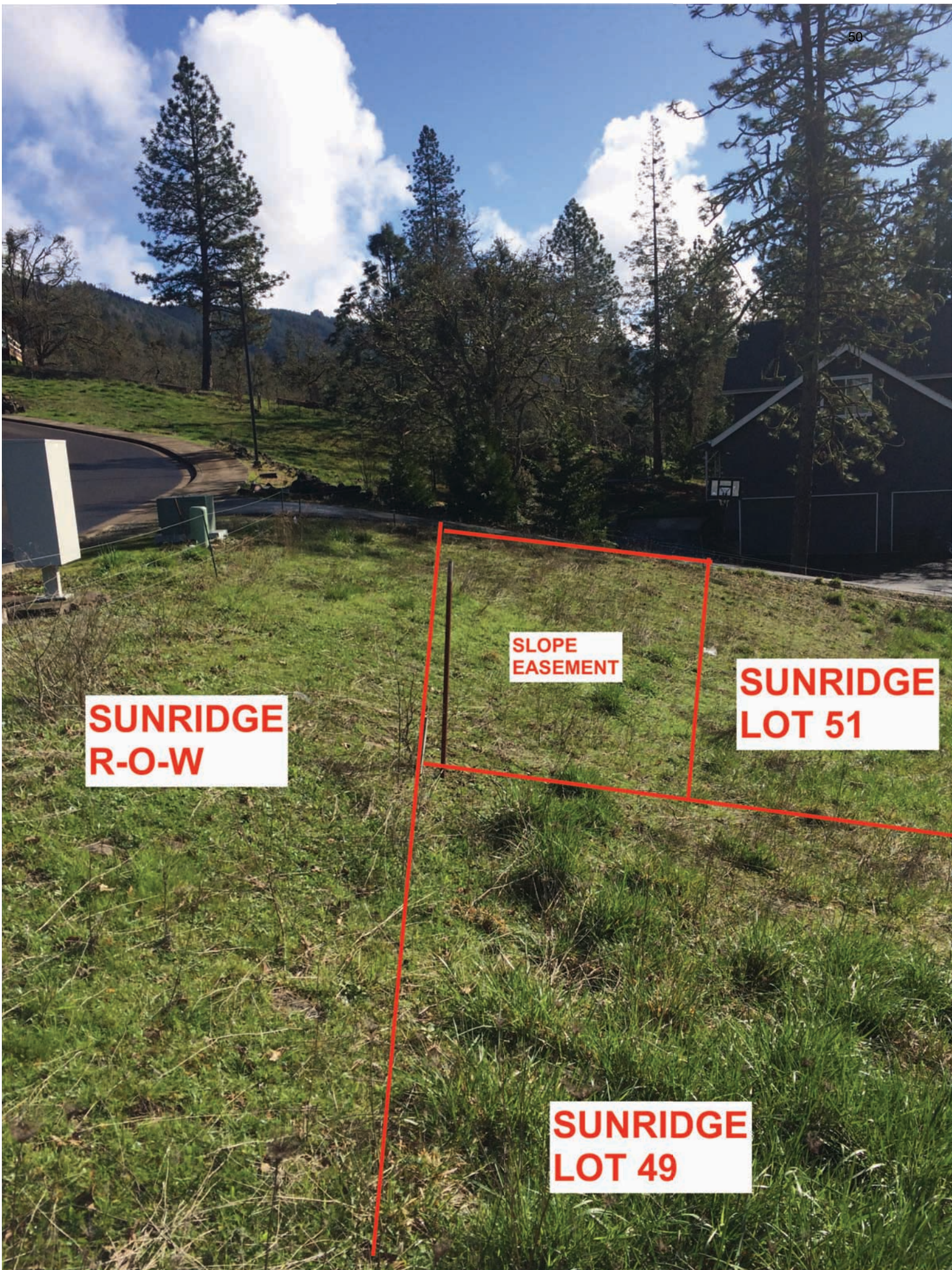


**SUNRIDGE
R-O-W**

**SLOPE
EASEMENT**

**SUNRIDGE
LOT 51**

**SUNRIDGE
LOT 49**





**SUNRIDGE
LOT 55**

R-O-W

FIRST STREET

HEARLEY Henry O

From: Mia Nelson <mia@sunridge.net>
Sent: February 12, 2021 10:28 AM
To: HEARLEY Henry O
Cc: CAUDLE Jeremy; Matt Wadlington; Max Baker
Subject: Re: Referral Comment from City Engineer on Vacation Request
Attachments: CCRs.pdf

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Thank you Matt, for reviewing this - I have a couple questions on your comments.

First, you said "Reference to the proposed subdivision grading is immaterial, as this has not been approved by the City." The subdivision was finished over 10 years ago so I don't understand what's "not been approved by the City" or which "reference to the proposed subdivision grading" you're talking about. I'm trying to parse what this comment means so I can address the concern.

Second, you said "I would recommend that if the easement is abandoned that it be replaced with something requiring that the property owner maintain the slope in a manner that will not cause erosion or negative impact to the roadway." I think Lowell's code and the CC&Rs recorded with the plat cover this already, and would like to know if you agree.

Undermining the road is a concern on all steep hillsides and streets, regardless of whether the landforms are natural or manmade. There are numerous places in the subdivision where cuts and fills were made outside of the right-of-way during road construction, and no slope easement was requested by the city. There are also places where the natural slope on the downhill side is just as steep as a cutbank and the risks are equal, if the property owner decided to do some reckless digging. This is a normal situation on hills.

I agree with the need to prevent future owners from damaging the slope, but it's not necessary to retain a slope easement in order to accomplish this. That's because this is already handled in a global way by Lowell's Hillside Development Standards - these apply to the subject property since it's over 15% slope. Cuts and fills steeper than 2:1 aren't allowed without engineering, and dirt work has to include erosion control and revegetation. Here is the relevant section:

LDC 9.632 (e) Cut and Fill Standards.

- (1) All cut and fill slopes generally must not exceed a two (horizontal) to one (vertical) ratio. Slopes which are steeper (i.e. 1:1/2 or 1:1) may be conditionally approved by the City upon certification, by a qualified engineer that the slope will remain stable under foreseeable conditions. The certification must delineate any specific stabilization measures deemed necessary by the engineer.*
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In addition, the CC&Rs that were recorded with the plat (see attached) require erosion control and prohibit cuts and fills over 2:1. While not enforced by the city, these provisions are vigorously enforced by the Sunridge Architectural Control Committee. If you drive through the subdivision you will see there are no exposed cutbanks, slumps or erosion. There are also strict de-watering requirements and inspections to ensure things are properly done. Here are the relevant sections:

4.8.2

Bare soil shall not be left exposed for more than ten (10) days from October 15 through June 15. If permanent Landscaping has not been established by October 25, then the area shall be seeded with grass or other ground cover, and mulched with at least two inches (2") of straw, hay, bark, compost or other appropriate material.

4.12

Grading. Cutbanks are unsightly, can cause chronic drainage problems, and create areas that are often difficult to revegetate. Fills are also unsightly, and can become saturated with water and become unstable. Consequently, permanent changes in grade are not allowed unless pre-approved by the Architectural Review Committee in accordance with Article 7. A "permanent change in grade" means an alteration of the natural grade that remains visible after the project is complete, but does not include excavations that are later filled with soil or structures, as for a foundation or basement. Cuts and fills shall conform to the following requirements:

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If a retaining wall exceeds four feet (4') in height, it must be designed by a registered professional engineer.

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Additional drainage structures must be installed as specified in Section 4.11.4: Cutbank Drains.

Could you please let me know if, in light of the above, do you still think "something requiring that the property owner maintain the slope in a manner that will not cause erosion or negative impact to the roadway" is necessary? If so then what type of agreement would you recommend? I'm happy to do whatever, if you still think it's needed.

Thank you!

Mia

Mia Nelson
40160 East 1st Street
Lowell, OR 97452
(541) 520-3763 cell

On Feb 8, 2021, at 11:07 AM, HEARLEY Henry O <HHEARLEY@Lcog.org> wrote:

Hi Mia:

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You can expect a completeness determination on your applications by the end of this week.

Henry

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

<City_Engineer_Slope_easement_Comment.pdf>

HEARLEY Henry O

From: Mia Nelson <mia@sunridge.net>
Sent: February 12, 2021 11:56 AM
To: Matt Wadlington
Cc: HEARLEY Henry O; CAUDLE Jeremy; Max Baker
Subject: Re: Referral Comment from City Engineer on Vacation Request
Attachments: Plans.pdf

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Ah ok, thank you, I did not connect the comment to Sunset Hills. I guess i assumed you wouldn't require one there, since it wasn't required on Phases 1 and 2 of Sunridge either - the only reason it came up for us in Phase 3 is because we got a special permission to have it platted before the road was built. I just have never seen the city treat a man made slope differently from a natural one, once constructed.

I attached the CC&Rs to my last email

Re the landscape wall concern - my point was it's equally a concern in the other places on the subdivision where the natural slope is such that reckless digging would expose the street to damage in exactly the same way. For example see the attached plans from Phase 3, I show three other places where a property-line excavation would undercut the street. So if the city has a concern about undermining, it shouldn't be aimed only at this one property, since the situation is the same anywhere you have a steep hill. If you don't think the current code is adequate, then just add language now (the city is doing a code amendment process right now) that takes care of it in a global manner. It would be good to have this for ALL streets, not even just the steep ones.

For example, here's Oregon City's code:

12.04.080 - Excavations—Permit required. It shall be unlawful for any person to dig up, break, excavate, disturb, dig under or undermine any public street or alley, or any part thereof or any macadam, gravel, or other street pavement or improvement without first applying for and obtaining from the engineer a written permit so to do.

If that's not something you want to pursue, and we just stay focused on this one property, I'll try to figure out how to do what you suggest

Mia

On Feb 12, 2021, at 11:31 AM, Matt Wadlington <Mwadlington@civilwest.net> wrote:

Good morning Mia,

I was referring to your Exhibit D attached to the application. I seemed like you were making the case that the City had set a precedence by not requiring a slope easement on the Sunset Hills subdivision, but the fact is that we haven't approved that yet, and I can't say that we won't require an easement.

Can you send me the CCRs for the subdivision? Or the portion of it which you think would be applicable to this issue?

My concern is that the owner builds a "landscape" retaining wall and if it starts to fail, how does the City enforce corrective action? My only concern related to relying on the HD code, is that it's only applicable/enforceable if the owner is submitting an application for some permit, which they probably won't do to build a landscape wall. I would be willing to recommend removing the easement if there could be some covenant (not sure if that's the right term) put on the property that said that any grading on the property had to meet the requirements of the City's Hillside Development Code, even if the grading is not otherwise permitted. Is that an easy thing to do?

-Matt

--

Matt Wadlington, PE, Principal
Willamette Valley Regional Manager
 d 541.982.4373 | c 520.444.4220
 <image003.png>
Civil West Engineering Services, Inc.
 213 Water Ave. NW, Suite 100, Albany, OR 97321
 p 541.223.5130
www.civilwest.com

From: Mia Nelson <mia@sunridge.net>
Sent: Friday, February 12, 2021 10:28 AM
To: HEARLEY Henry O <HHEARLEY@Lcog.org>
Cc: CAUDLE Jeremy <JCaudle@ci.lowell.or.us>; Matt Wadlington <Mwadlington@civilwest.net>; Max Baker <mbaker@ci.lowell.or.us>
Subject: Re: Referral Comment from City Engineer on Vacation Request

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Undermining the road is a concern on all steep hillsides and streets, regardless of whether the landforms are natural or manmade. There are numerous places in the subdivision where cuts and fills were made outside of the right-of-way during road construction, and no slope easement was requested by the city. There are also places where the natural slope on the downhill side is just as steep as a cutbank and the risks are equal, if the property owner decided to do some reckless digging. This is a normal situation on hills.

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Could you please let me know if, in light of the above, do you still think "something requiring that the property owner maintain the slope in a manner that will not cause erosion or negative impact to the roadway" is necessary? If so then what type of agreement would you recommend? I'm happy to do whatever, if you still think it's needed.

Thank you!

Mia

Mia Nelson
40160 East 1st Street
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(541) 520-3763 cell

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Hi Mia:

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You can expect a completeness determination on your applications by the end of this week.

Henry

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

<City_Engineer_Slope_easement_Comment.pdf>

HEARLEY Henry O

From: Mia Nelson <mia@sunridge.net>
Sent: February 25, 2021 8:42 AM
To: HEARLEY Henry O
Cc: CAUDLE Jeremy; Matt Wadlington; Max Baker; DARNIELLE Gary L; TAYLOR Paula
Subject: Re: Referral Comment from City Engineer on Vacation Request
Attachments: Slope examples.pdf; Lot 49-51 plan.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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Thank you Henry.

I think there's a solution to this concern:

First, I'd like to submit evidence of the actual conditions on the ground, which demonstrate that this situation presents considerably less hazard to the roadway than others that already exist. Please see the attached photos of the slope easement area and a nearby example - just up the hill on 1st Street, below the water tower. As you can see, the slope within the Lot 51 slope easement is actually quite mild and is much less steep than the 1st Street embankment, which does not have a slope easement. There are many other similar examples on Sunridge and 1st. If there's any doubt as to the accuracy of these photos, I urge you to make an in-person visit to the site and see for yourself. I think you'll agree this is a non-issue.

It doesn't make a lot of sense to fixate on the Lot 51 slope easement while doing nothing to protect these other embankments. As I mentioned in an earlier thread, the best solution is to amend Lowell's code to protect ALL rights-of-way. Other cities have this. For example, here is Oregon City's code:

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If, after reviewing the evidence of the on-the-ground conditions, there's still concern about future undermining, how about a condition of approval as a solution that requires Dan's home and driveway plans to maintain adequate support of the roadway?

Also - because I sold the property, should I have Dan submit a letter to you, concurring with the vacation and variance applications? He's been in loop on these from the beginning, since I applied for them as a condition of our sale.

Mia

 Mia Nelson
 40160 East 1st Street
 Lowell, OR 97452
 (541) 520-3763 cell

On Feb 22, 2021, at 3:19 PM, HEARLEY Henry O <HHEARLEY@Lcog.org> wrote:

Mia:

We've been discussing the language of ORS 271.080 as it pertains to vacation and we agree that it does not apply to the present situation.

But I do think we all need to address the City Engineer's concerns, whether that is resolved through the existing CC &Rs or some form of condition on the future property owners to maintain the slope in a manner that will not cause erosion of negative impact to the roadway. The trigger for the hillside development standards seem to apply once development occurs – not necessarily the maintenance of a slope. That being said, I do think there is a solution to this and I think we can work together to identify it, resolve it accordingly and provide City Council with the information they need to make an informed decision on the matter.

You can expect a letter of completeness shortly and I'll begin to work with Jeremy to identify a hearing date.

I hope this helps.

Henry

From: Mia Nelson <mia@sunridge.net>
Sent: February 12, 2021 10:28 AM
To: HEARLEY Henry O <HHEARLEY@Lcog.org>
Cc: CAUDLE Jeremy <JCaudle@ci.lowell.or.us>; Matt Wadlington <Mwadlington@civilwest.net>; Max Baker <mbaker@ci.lowell.or.us>
Subject: Re: Referral Comment from City Engineer on Vacation Request

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HEARLEY Henry O

From: Matt Wadlington <Mwadlington@civilwest.net>
Sent: February 25, 2021 12:19 PM
To: Mia Nelson; HEARLEY Henry O
Cc: CAUDLE Jeremy; Max Baker; DARNIELLE Gary L; TAYLOR Paula
Subject: RE: Referral Comment from City Engineer on Vacation Request

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All,

I will support the vacation of the slope easement based on the actual slopes in the area. Many times slope easements are required during design and platting phases based on absolute slopes (i.e. 2:1 or 3:1 slopes), but slopes are often "softened" during or after construction. Because the slopes in this case are flatter than that absolutely required by the City, I'm comfortable with this vacation.

-Matt

--

Matt Wadlington, PE, Principal
 Willamette Valley Regional Manager
 d 541.982.4373 | c 520.444.4220



Civil West Engineering Services, Inc.
 213 Water Ave. NW, Suite 100, Albany, OR 97321
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Also - because I sold the property, should I have Dan submit a letter to you, concurring with the vacation and variance applications? He's been in loop on these from the beginning, since I applied for them as a condition of our sale.

Mia

Mia Nelson
40160 East 1st Street
Lowell, OR 97452
(541) 520-3763 cell

On Feb 22, 2021, at 3:19 PM, HEARLEY Henry O <HHEARLEY@Lcog.org> wrote:

Mia:

We've been discussing the language of ORS 271.080 as it pertains to vacation and we agree that it does not apply to the present situation.

But I do think we all need to address the City Engineer's concerns, whether that is resolved through the existing CC &Rs or some form of condition on the future property owners to maintain the slope in a manner that will not cause erosion of negative impact to the roadway. The trigger for the hillside development standards seem to apply once development occurs – not necessarily the maintenance of a

slope. That being said, I do think there is a solution to this and I think we can work together to identify it, resolve it accordingly and provide City Council with the information they need to make an informed decision on the matter.

You can expect a letter of completeness shortly and I'll begin to work with Jeremy to identify a hearing date.

I hope this helps.

Henry

From: Mia Nelson <mia@sunridge.net>
Sent: February 12, 2021 10:28 AM
To: HEARLEY Henry O <HHEARLEY@Lcog.org>
Cc: CAUDLE Jeremy <JCaudle@ci.lowell.or.us>; Matt Wadlington <Mwadlington@civilwest.net>; Max Baker <mbaker@ci.lowell.or.us>
Subject: Re: Referral Comment from City Engineer on Vacation Request

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.

Thank you Matt, for reviewing this - I have a couple questions on your comments.

First, you said "Reference to the proposed subdivision grading is immaterial, as this has not been approved by the City." The subdivision was finished over 10 years ago so I don't understand what's "not been approved by the City" or which "reference to the proposed subdivision grading" you're talking about. I'm trying to parse what this comment means so I can address the concern.

Second, you said "I would recommend that if the easement is abandoned that it be replaced with something requiring that the property owner maintain the slope in a manner that will not cause erosion or negative impact to the roadway." I think Lowell's code and the CC&Rs recorded with the plat cover this already, and would like to know if you agree.

Undermining the road is a concern on all steep hillsides and streets, regardless of whether the landforms are natural or manmade. There are numerous places in the subdivision where cuts and fills were made outside of the right-of-way during road construction, and no slope easement was requested by the city. There are also places where the natural slope on the downhill side is just as steep as a cutbank and the risks are equal, if the property owner decided to do some reckless digging. This is a normal situation on hills.

I agree with the need to prevent future owners from damaging the slope, but it's not necessary to retain a slope easement in order to accomplish this. That's because this is already handled in a global way by Lowell's Hillside Development Standards - these apply to the subject property since it's over 15% slope. Cuts and fills steeper than 2:1 aren't allowed without engineering, and dirt work has to include erosion control and revegetation. Here is the relevant section:

LDC 9.632 (e) Cut and Fill Standards.

(1) All cut and fill slopes generally must not exceed a two (horizontal) to one (vertical) ratio. Slopes which are steeper (i.e. 1:1/2 or 1:1) may be conditionally approved by the City upon certification,

by a qualified engineer that the slope will remain stable under foreseeable conditions. The certification must delineate any specific stabilization measures deemed necessary by the engineer.

(2) Cuts and fills shall be designed to avoid movement or episodic erosion during heavy rains or earthquakes, mechanical overloading of underlying soils and undercutting of adjacent areas. Fills shall be benched as required to provide a proper bond with the existing terrain.

(3) Unless proven otherwise by specific soils information to the contrary, cuts shall be presumed to be incapable of revegetation without special treatments, such as importation and retention of topsoil. Plans must be submitted for all cuts in excess of 2 feet deep, showing either a covering for the cut, such as stonework, or a revegetation plan that does not rely on the ability of the exposed subsoil to support plant growth.

In addition, the CC&Rs that were recoded with the plat (see attached) require erosion control and prohibit cuts and fills over 2:1. While not enforced by the city, these provisions are vigorously enforced by the Sunridge Architectural Control Committee. If you drive through the subdivision you will see there are no exposed cutbanks, slumps or erosion. There are also strict de-watering requirements and inspections to ensure things are properly done. Here are the relevant sections:

4.8.2

Bare soil shall not be left exposed for more than ten (10) days from October 15 through June 15. If permanent Landscaping has not been established by October 25, then the area shall be seeded with grass or other ground cover, and mulched with at least two inches (2") of straw, hay, bark, compost or other appropriate material.

4.12

Grading. Cutbanks are unsightly, can cause chronic drainage problems, and create areas that are often difficult to revegetate. Fills are also unsightly, and can become saturated with water and become unstable. Consequently, permanent changes in grade are not allowed unless pre-approved by the Architectural Review Committee in accordance with Article 7. A "permanent change in grade" means an alteration of the natural grade that remains visible after the project is complete, but does not include excavations that are later filled with soil or structures, as for a foundation or basement. Cuts and fills shall conform to the following requirements:

4.12.1

The face of unretained cuts and fills must not exceed 50% slope, or two horizontal units for each vertical unit. All cuts and fills must be promptly re-vegetated or faced with natural stone to control erosion and reduce unsightliness.

4.12.2

If a retaining wall exceeds four feet (4') in height, it must be designed by a registered professional engineer.

4.12.3

Additional drainage structures must be installed as specified in Section 4.11.4: Cutbank Drains.

Could you please let me know if, in light of the above, do you still think "something requiring that the property owner maintain the slope in a manner that will not cause erosion or negative impact to the roadway" is necessary? If so then what type of agreement would you recommend? I'm happy to do whatever, if you still think it's needed.

Thank you!

Mia

Mia Nelson
40160 East 1st Street
Lowell, OR 97452
(541) 520-3763 cell

On Feb 8, 2021, at 11:07 AM, HEARLEY Henry O <HHEARLEY@Lcog.org> wrote:

Hi Mia:

The City has circulated your land use proposals to affected agencies. Lane County has no comment, but I'm sharing a comment received from the City Engineer regarding the proposed slope vacation. As the applicant you may choose to respond.

You can expect a completeness determination on your applications by the end of this week.

Henry

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

<City_Engineer_Slope_easement_Comment.pdf>

HEARLEY Henry O

From: Dan Fischer <attacklife64@gmail.com>
Sent: March 30, 2021 3:01 PM
To: HEARLEY Henry O
Subject: Sunridge Setbacks Variance

Follow Up Flag: Follow up
Flag Status: Flagged

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.

To: City of Lowell, City Planner, Henry Hearley

From: Dan & Lisa Fischer (Sunridge Property Owners)

Mia Nelson has put in applications for the vacation and variance. My designer has made it clear that to build my house properly these are needed to go through and be approved by the city of Lowell.

I understand that there are several houses in Sunridge that have set a precedent for what is being asked.

I thank you for your full consideration.

Dan & Lisa Fischer

Agenda Item Sheet
City of Lowell City Council



Type of item:	Ordinance
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Item title/recommended action:

First reading approval of Ordinance #303, "An ordinance granting Douglas Services, Inc., locally known as Douglas Fast Net (DFET), a non-exclusive franchise for the construction, operations, and maintenance of a fiber optics telecommunications system."

Justification or background:

In fall of 2019, Douglas Fast Net (DFN) approached the City about negotiating a franchise agreement for constructing and operating a fiber optics telecommunications system. In late winter/spring of 2020, the City and DFN drafted the language for the agreement, but it was never approved. In March 2021, DFN contacted the City and stated that they were ready to be constructing the fiber optics system within the City. The proposed franchise ordinance and agreement is placed on the agenda for first reading approval. Two readings are required to approve an ordinance. Afterwards, the ordinance is effective 30 days after approval.

Budget impact:

The Grantee would be required to pay the City an annual franchise fee of 5% of gross revenue.

Department or Council sponsor:

N/A

Attachments:

Ordinance #303

Meeting date:	05/06/2021
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**CITY OF LOWELL
ORDINANCE NO. 303**

AN ORDINANCE GRANTING DOUGLAS SERVICES, INC., LOCALLY KNOWN AS DOUGLAS FAST NET (DFN), A NON-EXCLUSIVE FRANCHISE FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A FIBER OPTICS TELECOMMUNICATIONS SYSTEM.

This Franchise ("Franchise") is between the CITY of LOWELL, OREGON, hereinafter referred to as the "Grantor" and DOUGLAS SERVICES, INC., locally known as DOUGLAS FAST NET, hereinafter referred to as the "Grantee."

WHEREAS, the Grantee has applied to the City for permission to use certain streets and public right-of-way for the placement of a Fiber Optics Telecommunication System under, in, along, over and across certain streets and public right-of-way in the City; and the City Council has the authority to grant franchises for the use of its right-of-way.

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a fiber optics telecommunication system on the terms set forth herein; now therefore

THE CITY OF LOWELL ORDAINS AS FOLLOWS:

SECTION 1
Definition of Terms

11 **Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them as set forth below. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Fiber Optics Telecommunication System" or "Fiber System" means an interstate network of fiber optic cables and all related property including conduit, carrier pipe, cable fibers, repeaters, power sources and other attachments and appurtenances necessary for transmitting high speed voice, data and (for such applications as teleconferencing) video signals in connection with a long distance Telecommunications system or systems. The authority granted by this Franchise to use the streets and public ways does not authorize the use of the Fiber Optics Telecommunication System or fiber optic cable for operating a cable television system, nor authorize Grantee to operate as a cable operator as those terms are defined in the Telecommunications Act of 1934 as amended, state law, or the City Code.

The authority granted by this Franchise does not authorize the use of the streets and public ways for an open video system as defined in the Telecommunications Act of 1996 or as defined or authorized by the FCC.

- B. "Council" shall mean the governing body of the Grantor.
- C. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- D. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Fiber Optics Telecommunication System along the public ways within the Service Area.
- E. "Gross Revenue" shall mean any and all revenue, of any kind, nature or form, without deduction for expense of whatsoever nature, of Grantee and any affiliates of the Grantee derived from the operation of the Fiber System. Grantee may deduct uncollectible amounts from customers within the corporate limits of City from these gross revenues, unless and until full or partial collection is made. Gross revenue does not include taxes, fees or assessments of general applicability required by law to be collected from subscribers for pass-through to a government agency, or revenue paid directly by the United States of America or any of its agencies, nor does it include credits, refunds and deposits paid to Subscribers. Franchise fees are not fees required by law to be collected from subscribers. Grantor acknowledges and agrees that Grantee maintains its books and records in accordance with generally accepted accounting principles. Any net uncollectables, bad debts, or other accrued amounts deducted from Gross Revenues shall be included in Gross Receipts at such time as they are actually collected.
- F. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- G. "Service Area" shall mean the geographic boundaries of the Fiber System and shall include any additions thereto by extension of service, annexation or by other legal means, subject to the exception in Section 6 hereto.
- H. "State" shall mean the State of Oregon.
- I. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area,

which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Fiber System.

- J. "Subscriber" shall mean any Person lawfully receiving Fiber Service from the Grantee.
- K. "Telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities' uses.

SECTION 2 **Grant of Franchise**

2.1 Grant. The Grantor hereby grants to the Grantee, its successors and assigns as authorized herein, a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the City's Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Fiber System .

2.2 Term and Termination. The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14.10. Renewal discussion will be initiated in accordance with applicable law.

Upon termination or expiration of the Franchise, if not further renewed, Grantee shall, within one hundred and eighty days (180), remove all its facilities from the Grantor's Streets. During such period, Grantee shall remit to the Grantor any payments due under this Franchise, as if this Franchise were in full force and effect. Should the Grantee fail to remove its facilities within such one-hundred-eighty-day period, the Grantor may do so, and the Grantee shall immediately remit to the Grantor the costs of such removal.

2.3 Police Powers and Conflicts with Franchise. Nothing in this Franchise limits the Grantor's right to exercise its police powers by adopting ordinances necessary for the public's health, safety and general welfare. The Grantee agrees to comply with the terms of any such ordinance adopted subsequent to the adoption of this Ordinance. In the event of any conflict between this Franchise and any such ordinance adopted as an exercise of police powers, Grantee and Grantor agree to a timely negotiation in good faith of modifications to this Ordinance to accommodate these changes in law. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. In the event the parties are actively negotiating in good faith for a new Franchise or an amendment to this Franchise upon the termination date of this Franchise, the parties by written mutual agreement may extend the termination date of this Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Franchise and not as a new Franchise or amendment.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Fiber System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Fiber System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Fiber System.

4.2 Insurance. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits Commercial
General Liability	\$2,000,000 per occurrence, Combined Single Limit (C.S.L.) \$3,000,000 General Aggregate
Auto Liability including coverage on \$1,000,000 per occurrence C.S.L. all owned, non-owned hired autos Umbrella	

Liability

Umbrella Liability \$1,000,000 per occurrence C.S.L.

- A. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- B. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

4.3 Evidence Required. Within thirty (30) days of the effective date of this Franchise, the Grantee shall provide the City with a certificate of Insurance executed by an authorized representative of the insurer or insurers, evidencing that Grantee insurance complies with this section.

SECTION 5
Service Obligations

- 5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, age or sex.
- 5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in State or Federal law.

SECTION 6
Service Availability

6.1 Service Area. The Grantee shall make Fiber Service distributed over the Fiber Optics Telecommunication System available to every residence within the corporate boundaries of the Grantor where there is a minimum density of at least thirty (30) residences per linear strand mile of cable as measured from Grantee's closest trunk line or distribution cable that is actively delivering Fiber Service as of the date of such request for service. If such residence is located within one hundred fifty (150) feet of Grantee's feeder service, the Fiber Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Fiber System into any portion of the corporate boundaries of the Grantor where another operator is providing Fiber Service and into any area which is not contiguous to the present Service Area of the Grantee. Grantee need not make an extension to any area which is financially or technically infeasible, if it provides documentation substantiating such infeasibility to Grantor. Fiber Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal

access to any such Subscriber's dwelling unit or other units wherein such Fiber Service is provided. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

6.2 Subscriber Charges for Extensions of the Fiber System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Fiber System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Fiber System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Fiber System from the tap to the residence.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Fiber Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the corporate boundaries of the Grantor. Any identified Subscriber addresses shall be included in Grantee's franchise fee calculations within ninety (90) days after receipt of the annexation notice, which shall include the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall include the identified Subscriber addresses in the franchise fee calculations within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.5. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received

notification and information that meets the standards set forth in this section.

SECTION 7
Construction and Technical Standards

- 7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with the National Electric Safety Code.
- 7.2 Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, fiber, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.
- 7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.
- 7.4 Network Technical Requirements.** The Fiber System shall be designed, constructed and operated so as to meet any technical standards adopted by the FCC relating to Fiber Systems as may be amended from time to time, regardless of the transmission technology utilized.
- 7.5 Performance Monitoring.** Grantee shall test the Fiber System consistent with the FCC regulations.
- 7.6 Right to Inspect Construction.** The Grantor or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to the management of the Grantor's Streets.

SECTION 8
Conditions on Street Occupancy

- 8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.
- 8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone

or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of fiber underground or the movement of fiber, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Fiber System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to City Streets, or adjacent private property, as a result of its operation, construction, or maintenance of the Fiber System to a condition reasonably comparable to the condition of the Streets or adjacent private property immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor. Grantee shall be responsible for any costs associated with these obligations to the same extent that all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.11 No Limitation on Grantor Authority. Except as provided in this Section, nothing in this Franchise shall in any way be construed or interpreted to prevent, or in any way limit, the Grantor from modifying or performing any work in its Streets, or granting other franchises for use of its Streets, or of adopting general ordinances regulating use of or activities in its Streets, or of otherwise abrogating or limiting any rights, privileges or property interest the City now has in its Streets, whether now owned or hereinafter acquired.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Fiber Service insofar as their financial and other obligations to the Grantee are satisfied. However, notwithstanding anything to the contrary, Grantee may discontinue or refuse to provide Fiber Service to any person that is abusive and/or exhibits threatening behavior toward the Grantee's employees or representatives.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law, Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty–five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Grantee, either by act of the Grantee or by operation of law, without the consent of the Grantor, expressed in writing, such consent not to be unreasonably withheld. If the Grantee wishes to transfer this Franchise, the Grantee shall give Grantor written notice of the proposed transfer and shall require consent of the transfer by the Grantor. The granting of such consent in one instance shall not render unnecessary any subsequent consent in another instance.

Any transfer of ownership effected without the written consent of the Grantor shall render this Franchise subject to revocation. The Grantor shall have 60 days to act upon any request for approval of a transfer. If the Grantor fails to render a final decision on the request within 60 days, the request shall be deemed granted unless the Grantee and the Grantor agree to an extension of time.

The Grantee, upon any transfer as heretofore described, shall within sixty (60) days thereafter file with the Grantor a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.

Every such transfer as heretofore described, whether voluntary or involuntary, shall be deemed void and of no effect unless Grantee shall, within sixty (60) days after the same shall have been made, file such certified copy as is required.

The requirements of this section shall not be deemed to prohibit the use of the Grantee's property as collateral for security in financing the construction or acquisition of all or part of a telecommunications system of the Grantee or any affiliate of the Grantee. However, the telecommunications system franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

The requirements of this section shall not be deemed to prohibit the sale of tangible assets of the Grantee in the ordinary conduct of the Grantee's business without the consent of the Grantor. The requirements of this section shall not be deemed to prohibit, without the consent of the Grantor, a transfer to a transferee whose primary business is telecommunications system operation and having a majority of its beneficial ownership held by the Grantee, a parent of the Grantee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Grantee.

SECTION 12
Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Fiber Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Fiber System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine at Grantee's local office or another mutually agreeable location during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. The Grantor agrees to protect from disclosure to third parties, to the maximum extent allowed by Oregon law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created by using information obtained pursuant to the exercise of its rights hereunder. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

12.4 Right to Perform Franchisee Fee Audit or Review. In addition to all rights granted under Section 12 of this Ordinance, the Grantor shall have the right to have performed, upon advance written notice of not less than 30 days, a formal audit or a professional review of the Grantee's books and records by an independent private auditor, for the sole purpose of determining the Gross Receipts of the Grantee generated through the provision of fiber optics telecommunication service under this Franchise and the accuracy of amounts paid as Franchise fees to the Grantor by the Grantee; provided, however, that any audit or review must be commenced not later than three (3) years after the date on which the franchise fees for any period being audited or reviewed were due. Any such audit or review shall be conducted during normal business hours. The cost of any such audit or review shall be borne by the Grantor, except that if it is established that the Grantee has made underpayment of five (5) percent or more of the total Franchise fees due during the year or years subject to the audit required by this Franchise, then the Grantee shall, within 30 days of being requested to do so by the Grantor, reimburse the Grantor for the full cost of the audit or review. The Grantor agrees to protect from disclosure to third parties, to the maximum extent allowed by Oregon law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created by using information obtained pursuant to the exercise of its rights hereunder.

SECTION 13 **Enforcement or Revocation**

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first make reasonable attempts to informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with Section 14 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine

if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

13.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

13.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- B. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and an audio or video recording of the public hearing shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Fiber System until all legal appeals procedures have been exhausted.

- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Fiber System from the Streets of the Grantor or abandon the Fiber System in place.

SECTION 14
Customer Rights and Protections

14.1 Customer Rights and Protections. Upon installing initial service, reconnecting a customer, and upon request thereafter Grantee must advise the customer of:

- A. The equipment and services currently available and the rates and charges which apply; and
- B. The amount of any deposit required by Grantee, if applicable, and the manner in which the deposit will be refunded; and
- C. The availability of parental controls, which shall be made available in accordance with federal law to each subscriber upon request and which shall enable parents or subscribers to control access to both the audio and/or video portions of any and all channels; and
- D. All current charges, rates, and fees, including but not limited to installation and reconnection fees, that may be applied to current or potential subscribers in the franchise area; and
- E. Any information relating to a contact for the franchise authority unless the Grantor requests otherwise in writing.

14.2 The information and statements required in Section 14.1 shall be available in writing upon request.

SECTION 15
Miscellaneous Provisions

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather

conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Fiber System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. The Grantee acknowledges and agrees that the Grantor may be required by federal law, and reserves the right, to grant one or more additional franchises to provide Fiber Service within the Service Area. If any other provider of Fiber Services is lawfully and expressly authorized by the Grantor to use the Streets to provide such services, and if the material obligations applicable to Grantee are more burdensome or less favorable than those imposed on any such competing provider (such determination to be made after good faith negotiations between Grantee and Grantor), then upon thirty (30) days prior written notice to the Grantor, the Grantee shall have the right to elect, to the extent consistent with applicable state and federal laws and orders and rules adopted pursuant thereto:

- A. To modify this Franchise to incorporate less burdensome or more favorable terms or conditions imposed by Grantor on a comparable provider; or
- B. To deem this Franchise expired thirty-six (36) months from the date of the above written notice; or
- C. To terminate this Franchise and take in its place the same franchise agreement of a competing provider of Fiber Services or video services authorized by the Grantor. The Grantor and the Grantee agree that any undertakings that relate to the renewal of the Grantee's Franchise with the Grantor shall be subject to the provisions of Section 626 of the Fiber Act or any such successor statute. Nothing in this Franchise shall impair the right of the Grantor or Grantee to seek other remedies available under law.

15.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports

or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Lowell, Oregon
City Administrator
PO Box 490
Lowell, OR 97452
E-mail: jcobb@ci.lowell.or.us

Grantee: Manager
Douglas Services Inc.
2350NW Aviation Dr.
Roseburg, OR 97470
E-Mail:

15.6 Public Notice. Any public meeting held relating to this Franchise or additional, similar franchises shall comply with the public meetings requirements of Oregon law. Grantee will be considered an interested party for any additional requests for franchises for Fiber Services.

15.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.8 Entire Agreement. The terms of this Franchise have been mutually negotiated by the Grantor and Grantee. This Franchise constitutes an agreement by the Grantor to grant permission to the Grantee to use the Grantor's rights of way subject to the terms and conditions set forth herein. The Franchise terms and conditions set forth herein, including the Grantor's rights to protect the public's general welfare, subject to Section 2.3, constitute the entire agreement between Grantor and Grantee and supersedes all prior or contemporaneous agreements, representations or understandings (whether written

or oral) of the parties regarding the subject matter hereof.

15.9 Administration of Franchise. Subject to Section 2.3, this Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

15.10 Effective Date. This Ordinance shall be effective 30 days after passage by the City Council. The Franchise granted herein will take effect and be in full force from the date of acceptance by Grantee recorded on the signature page of this Franchise, provided that the Grantor must receive a fully executed copy of the acceptance within thirty days of the date of acceptance. The initial term of this franchise shall expire ten (10) years from the Effective Date defined herein, subject to Section 2.2 of this franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Adopted by the City Council of the City of Lowell, this ____ day of _____, 2021.

Yea: _____

Nay: _____

Approved: _____
Don Bennett, Mayor

First Reading:

Second Reading:

Adopted:

Signed:

Effective Date:

Attest:

Jeremy Caudle , City Administrator

Accepted this _____ day of _____, 2020, subject to applicable federal, State and local law.

Douglas Services Inc.

By:

Signature: _____

Agenda Item Sheet

City of Lowell City Council



Type of item:	Procurement
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Item title/recommended action:

Motion to authorize the City Administrator to approve estimate #8138 with Graham Land-scape and Design in the amount of \$5,000 for irrigation installation and repair for Paul Fisher Park.

Justification or background:

The Public Works Department has solicited proposals from qualified landscaping firms for irrigation work at city parks. Staff are recommending that City Council approve the proposal from Graham Landscaping in an amount not to exceed \$5,000. This would be to repair the existing irrigation system at Paul Fisher Park.

Budget impact:

Not to exceed \$5,000

Department or Council sponsor:

Parks and Recreation

Attachments:

Estimate #8138

Meeting date:	05/06/2021
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Graham Landscape and Design LLC

PO Box 5125
 Eugene, OR 97405
 Phone # 5417298029
 www.graham-landscape.com
 admin@graham-landscape.com

Estimate

Date	Estimate #
4/28/2021	8138

Name / Address
City of Lowell Max Baker 107 3rd Street PO Box 490 Lowell, OR 97452

Terms
%50 to start, %50 at...

Description	Qty	Rate	Total
Irrigation Installation-Retro fit existing sprinkler heads using Hunter PGP Ultras. Adjust heads to provide head-to-head coverage. Includes additional parts need outside of head replacement, included parts (clue, pipe fittings, adpaters, 2" class 200 pipe).	1	5,000.00	5,000.00

Signature

Date:

By signing, you authorize Graham Landscape and Design LLC to provide the described services and materials and agree to compensate GLAD LLC per the terms established. 1 year warranty on parts and labor standard unless otherwise noted.

Graham Landscape and Design is licensed with the State Landscape Contractors Board which is located at 2111 Front St. NE., Suite 2-101, Salem OR 97301. Phone (503) 967-6291 www.lcb.state.or.us License number 8920.

Estimate valid for
 14 days from date
 above

Total \$5,000.00

If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to resolve the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by binding arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction upon thereof. In any such proceedings, the prevailing party shall be entitled to recover its attorney fees in addition to all other appropriate relief.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Discussion
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Item title/recommended action:

Discussion of options for relocating City Hall.

Justification or background:

This item is placed on the agenda per City Councilor request for discussion and consensus among City Council on the project scope for the library renovation project. Three options are presented here:

1. Library and city hall plan from community facilities study
2. Library only option from community facilities study
3. Revised library and city hall plan showing separation from city hall and the library, as well as a rearranged layout for both functions

Budget impact:

N/A

Department or Council sponsor:

Library

Attachments:

Site layouts for all three options

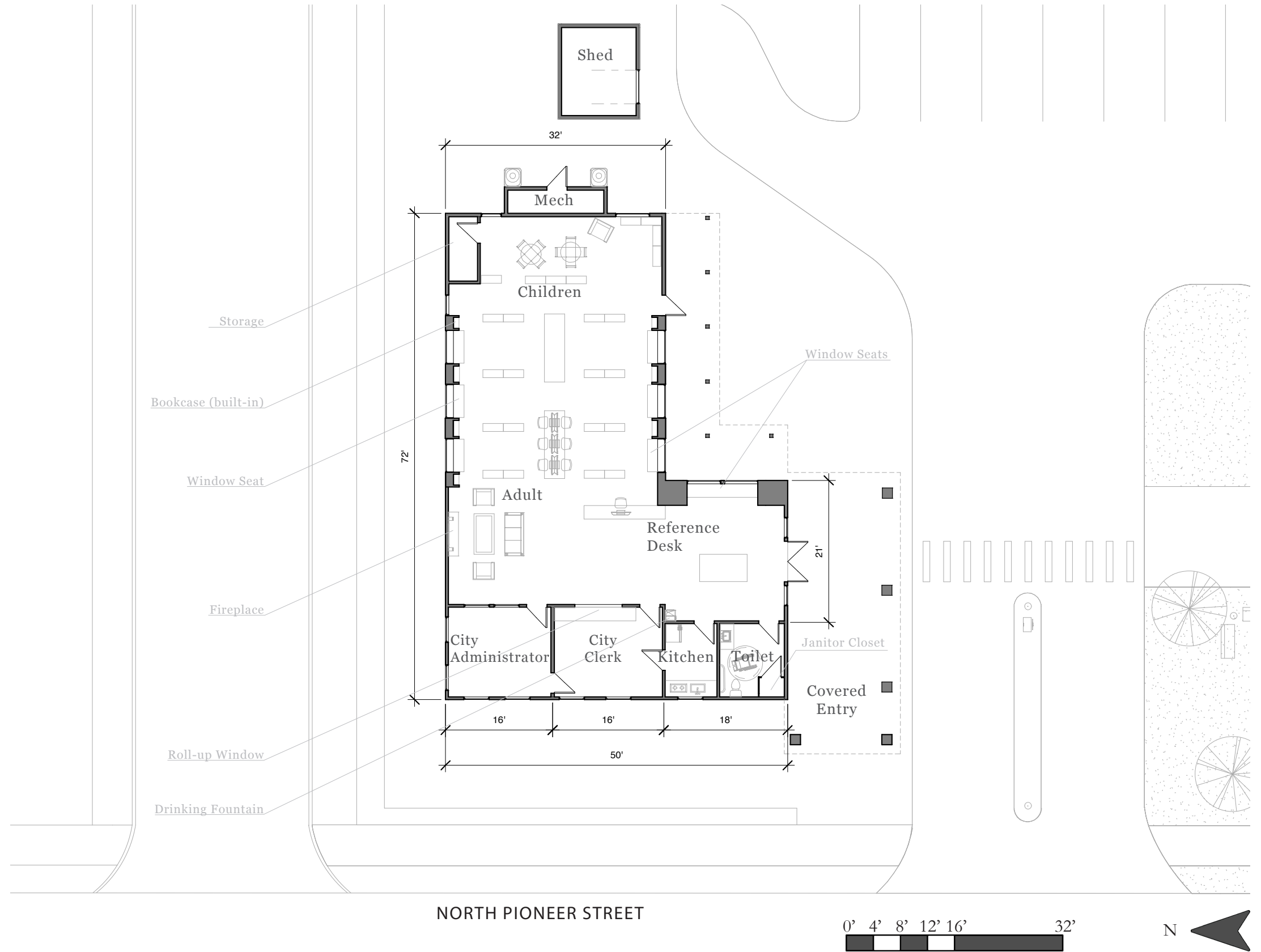
Meeting date:	05/06/2021
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2

CONCEPTUAL FLOOR PLANS

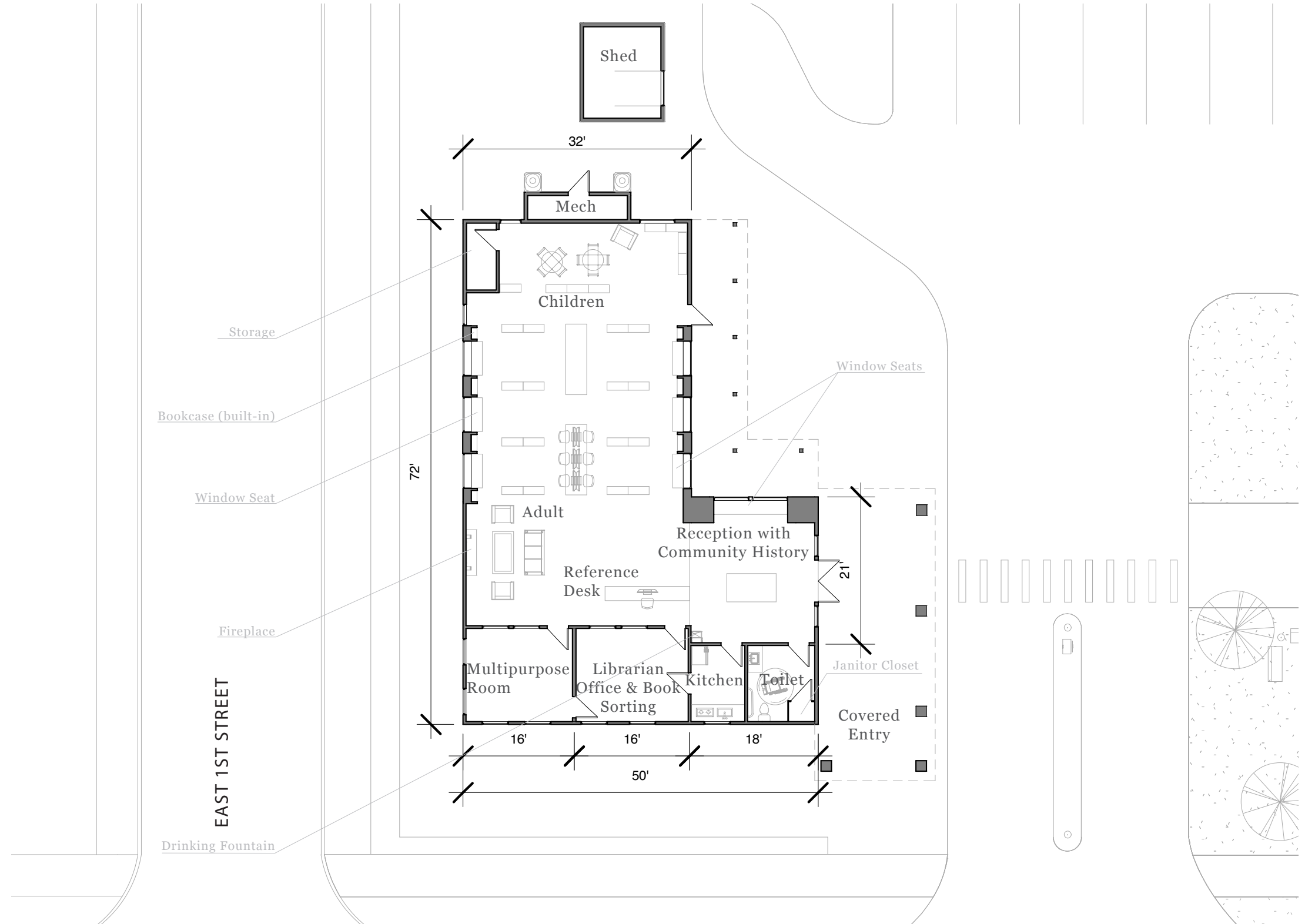
LIBRARY & CITY HALL

Room	Net SF
Reception Area	335
Main Library Area	1717
Toilet	91
Kitchen	82
City Clerk	210
City Administrator	200
Storage	40
Mechanical	48

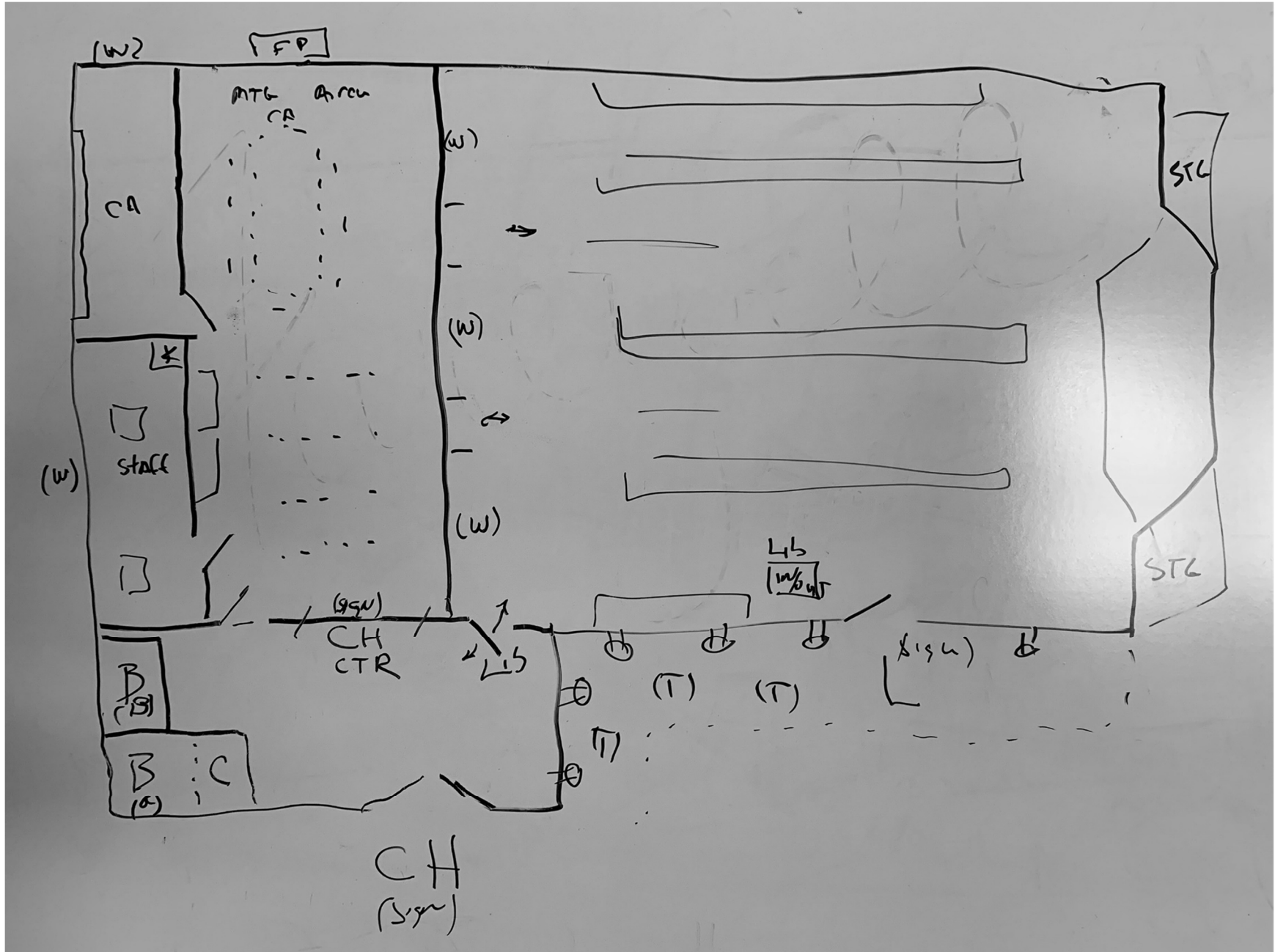


LIBRARY

Room	Net SF
Reception Area	335
Main Library Area	1717
Toilet	91
Kitchen	82
Office/Book Sorting	210
Multipurpose Room	200
Storage	40
Mechanical	48



Option 3: Revised city hall and library plan



Agenda Item Sheet
City of Lowell City Council



Type of item:	Discussion
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Item title/recommended action:

Discussion on brush clearing on City properties located at tax map number 1901141306300 and 1901141306400.

Justification or background:

The City owns two properties on the southern border of the Sunridge subdivision. See attached site map for identification (outlined in red). The property bordering W Boundary Rd is the Rail Corridor Park. The property between the Rail Corridor Park and Sunridge is vacant property that was donated to the city. In March, citizens in the Sunridge subdivision have expressed an interest in having the city conduct brush clearing and tree trimming for these properties. The parks master plan has an estimate of \$32,900 for forest management in the Rail Corridor Park. The recommended budget has an appropriation of \$10,000 for vegetation removal for the other property. This is placed on the agenda per City Councilor request for discussion and direction. Other options include working with the local fire department on fire mitigation plans or seeking FEMA hazard mitigation grants.

Budget impact:

N/A

Department or Council sponsor:

Parks and Recreation

Attachments:

Site map showing city properties

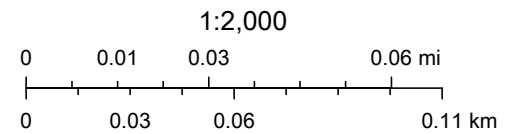
Meeting date:	05/06/2021
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Site Map



4/30/2021, 11:30:33 AM

 Override 1



Railroad Corridor Park Cost Estimate

Program Element	Quantity	Unit	Cost/Unit	Total
TRAILHEAD				
Gravel parking lot (stabilized crushed rock surfacing 4" depth, 12" base)	6500	Sq. Ft.	\$ 5.25	\$ 34,125.00
Kiosk and signage	1	Each	\$ 5,000.00	\$ 5,000.00
RIGHT OF WAY TRAIL				
8' Crushed gravel trail	11200	Sq. Ft.	\$ 3.50	\$ 39,200.00
Seating benches (6' ADA)	3	Each	\$ 1,000.00	\$ 3,000.00
Interpretive signage	2	Each	\$ 500.00	\$ 1,000.00
ADDITIONAL TRAILS				
3' Crushed gravel trail	2070	Sq. Ft.	\$ 3.50	\$ 7,245.00
FOREST MANAGEMENT				
Forest thinning/Invasive species removal	7	Acre	\$ 4,700.00	\$ 32,900.00
Native plant revegetation	7	Acre	\$ 1,000.00	\$ 7,000.00
SUBTOTAL				\$ 129,470.00
<i>Add 10% Design/Engineering</i>				\$ 12,947.00
<i>Add 15% Contingency</i>				\$ 19,420.50
<i>Add 2% Fees</i>				\$ 2,589.40
TOTAL				\$ 164,426.90

Agenda Item Sheet
City of Lowell City Council



Type of item:	Discussion
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Item title/recommended action:

Presentation of irrigation and well plan for City parks

Justification or background:

Irrigation of city parks is a priority for City council. Since March, the Public Works Director and City Administrator have attempted to receive competitive quotes from several companies. Since the process is taking longer than expected, and since the possibility exists to use well water irrigation, staff see this as an opportunity to reevaluate our approach to completing the irrigation project. We propose completing the following in parallel:

- (1) Evaluating our current well systems, determining if it is feasible to use well water, and, if so, hooking the well system up to the irrigation system;
- (2) Re-soliciting competitive quotes through a more formal process to ensure greater participation from contractors.

A memo with discussion points and ideas is attached for discussion and City Council

Budget impact:

To be determined.

Department or Council sponsor:

Parks and Recreation

Attachments:

Site map showing city properties

Meeting date:	05/06/2021
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City Administrator's Office
P.O. Box 490 Lowell, OR 97452
Phone: 541-359-8768
Email: jcaudle@ci.lowell.or.us

To: Mayor Bennett and City Council
From: Jeremy Caudle, City Administrator
Date: Friday, April 9, 2021
Re: Parks irrigation and well plan

MEMO

This is to outline a reprioritization of the steps to irrigate Paul Fisher and Rolling Rock Parks. Both Rolling Rock and Paul Fisher have existing wells. Establishing well water service may delay the start of irrigation installation, but will result in a cost savings in the long run.

1. Rolling Rock and Paul Fisher have existing wells on their properties. Watering with City water could cost \$25,000 to \$30,000 each season. Staff propose:
 - a. Test the wells first for production capability.
 - b. Seek recommendation for well service companies.
 - c. Determine water flow capacity or if wells are functional.
 - d. Install well houses, motors, and necessary electrical power.

2. Review the Paul Fisher Parks Plan.
 - a. The park is primarily used by small children up to pre-teens.
 - b. Eliminate irrigating and plant treeing on 3 eastern lots. One lot has City Hall and 2 are vacant.
 - i. The intention is to sell those lots after City Hall moves to the library.
 - c. A manifold has been installed in the southeast corner.
 - i. Leave it where it is or move it closer to the well/well house?
 - d. Plan drip/watering lines to each planned tree.
 - i. Ask the irrigation company to dig tree holes?
 - e. Explore installing electrical conduit at the same time we dig and install irrigation lines?

3. Rolling Rock Park
 - a. Adults are the primary users of this park.
 - b. Should we keep the parking lot for use as a basketball court?
 - c. Or, should we remove the parking lot like in Park Plan?
 - i. The city could accept gravel/dirt for line repair or railroad trail.
 - ii. The city would then add a new layer of top soil.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Discussion
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Item title/recommended action:

Discussion regarding debt financing options to implement Rolling Rock Park Phase I im-provements

Justification or background:

The Oregon Parks and Recreation Department has informed the City that its Land and Wildlife Conservation grant of \$214,243 is very likely to be approved. This is placed on the agenda for City Council direction. Questions for discussion include:
(1) Is the City open to debt financing to meet the grant's required 50% match? Estimated annual payments over 10 years would be \$27,000. (See attached loan amortization schedule.) It is possible we can find savings in the FY 22 budget to offset these costs. For instance, if we proceed with well irrigation, we could direct what's budgeted for water utilities to debt service, instead.
(2) Do staff have City Council's authorization to proceed with hiring an archaeologist to conduct the required cultural study? (Estimated cost of \$10,000.)

Budget impact:

To be determined.

Department or Council sponsor:

Parks and Recreation

Attachments:

Email from OPRD on cultural study; LWCF application and related materials; debt amortization schedule; list of outstanding city debt.

Meeting date: 05/06/2021

Jeremy Caudle

From: ENCISO Nohemi * OPRD <Nohemi.Enciso@oregon.gov>
Sent: Monday, April 26, 2021 3:17 PM
To: Jeremy Caudle
Subject: LWCF Rolling Rock Park project

Hello Jeremy,

Thank you for taking my call this afternoon.

The Confederated Tribes of the Grand Ronde Community of Oregon's Historic Preservation Office had the following comments regarding the proposed Rolling Rock Park Improvements Project:

Thank you for contacting the Confederated Tribes of the Grand Ronde Community of Oregon's Historic Preservation Office regarding the proposed Rolling Rock Park Improvements, Phase 1 in Lowell, Oregon. We concur with the Area of Potential Effects (APE) as described in your letter. The proposed project area is within a high probability area for cultural resources. Though there are no known cultural resources within the APE, we are concerned about the potential for ground disturbing activities to inadvertently impact cultural resources not previously documented. **We recommend that a qualified archaeologist conduct sub-surface explorations prior to implementation of the project. We look forward to reviewing the cultural resources report.**

Below are some resources that you may find helpful in getting started:

- SHPO Archaeology Bulletin: Hiring an Archaeologist: <https://www.oregon.gov/oprd/OH/Documents/Bulletin4.pdf>
- Per the SHPO Archaeology Bulletin, the Association of Oregon Archaeologists maintains a list of archaeological contractors. That list can be found here: <https://www.oregonarchaeologists.com/contractor-directory>
- My predecessor (and my now-manager) said based on her experience, a pedestrian survey with maybe some shovel probes may be in the ballpark of \$10k. Per our conversation, I will add in the \$10k into the budget for this survey. This survey will be a pre-agreement expense and is not reimbursable, however 50% of the cost will be counted towards the city's total match. **Please confirm the source of funding for this survey (i.e. General Fund, cash).** If you find out the cost before Friday and it turns out to be different, let me know and I will adjust the budget accordingly.

Once the cultural resources report has been completed, please send a copy to me and I will forward to NPS. You may get started with this now so that we can proceed with moving in the process as a grant agreement cannot be issued without this piece being completed. Please let me know if you have any questions.

Best,



Nohemi Enciso | LWCF Grant Program Coordinator

Grants and Community Programs
Central Business Services Division

Oregon Parks and Recreation Department

Rolling Rock Park Improvements - Phase I - Application #6741

LWCF Development Application

Project Information

Project Name

* Rolling Rock Park Improvements - Phase I

Brief Project Description

* The project will develop a central park for community activities and events. This includes the installation of irrigation, turf, playground, amphitheater seating, walking paths, shelter, restrooms, and interpretive exhibits.

Project Start Date

* 10/01/2020



Project End Date

* 06/30/2021



Site Name

* Rolling Rock Park

Site City/Town/Area

* Lowell

Site County

* Unknown

Baker

Benton

Clackamas

Clatsop

Columbia

Coos

Crook

Curry

Deschutes

Douglas

<input type="checkbox"/> Gilliam
<input type="checkbox"/> Grant
<input type="checkbox"/> Harney
<input type="checkbox"/> Hood River
<input type="checkbox"/> Jackson
<input type="checkbox"/> Jefferson
<input type="checkbox"/> Josephine
<input type="checkbox"/> Klamath
<input type="checkbox"/> Lake
<input checked="" type="checkbox"/> Lane
<input type="checkbox"/> Lincoln
<input type="checkbox"/> Linn
<input type="checkbox"/> Malheur
<input type="checkbox"/> Marion
<input type="checkbox"/> Morrow
<input type="checkbox"/> Multnomah
<input type="checkbox"/> Polk
<input type="checkbox"/> Sherman
<input type="checkbox"/> Tillamook
<input type="checkbox"/> Umatilla
<input type="checkbox"/> Union
<input type="checkbox"/> Wallowa
<input type="checkbox"/> Wasco
<input type="checkbox"/> Washington
<input type="checkbox"/> Wheeler
<input type="checkbox"/> Yamhill

Site Description

The site includes approximately 1.02 acres of the existing Rolling Rock Park, which includes a small restroom facility, amphitheater, two small shelters, train caboose and interpretive kiosk. An additional 1.05 acres have been purchased to expand the park south to Main Street and reconfigure the space from a linear to a central, community park.

Site Acreage

* 2.07

Find Lat/Lng

Latitude

43.91876563164322*

Longitude

* -122.78260411714564

Contact Information

Applicant

City of Lowell

Project Contact

* Jared Cobb

Address

Jared Cobb
107 E Third St
Lowell, Oregon 97452

Reimbursement Contact

Financial Information



Financial fields are updated once you have filled out your Project Budget Worksheet and clicked the 'Save Application' Button.

Requested Amount

* \$214,243.00

Match Amount

* \$214,243.00

Total Project Cost

* \$428,486.00

Grant %

50 %

Match %

50 %

Project Budget Worksheet**Project Budget Worksheet**

Small Pavilion	\$12,500.00
Seating Benches (ADA Compliant)	\$4,400.00
Railroad Interpretive Exhibits	\$5,072.00
Walking Path Lighting	\$17,326.00
Design and Engineering	\$43,878.00
Permitting Fees	\$5,738.00
EV Charging Station	\$3,300.00
Bike Racks	\$1,980.00
Dry Creek Bed (Stormwater Biofilter)	\$4,756.00
Lawn and Central Irrigation System	\$128,194.00
Shade Trees	\$6,398.00
Planting Beds and Central Irrigation	\$6,454.00
Playground Surfacing	\$9,070.00
Playground Equipment	\$42,652.00
Concrete Sidewalks and Plaza	\$59,638.00
Site Preparation and Earthwork	\$77,130.00

Source of Funding Worksheet

Small Pavilion (General Fund)	\$6,250.00
Seating Benches (ADA Compliant) (General Fund)	\$2,200.00
Railroad Interpretive Exhibits (General Fund)	\$2,536.00
Walking Path Lighting (General Fund)	\$8,663.00
Design and Engineering (General Fund)	\$21,939.00
Permitting Fees (General Fund)	\$2,869.00
EV Charging Station (General Fund)	\$1,650.00
Bike Racks (General Fund)	\$990.00

Project Budget Worksheet

Dry Creek Bed (Stormwater Biofilter) (General Fund)	\$2,378.00
Lawn and Central Irrigation System (General Fund)	\$64,097.00
Shade Trees (General Fund)	\$3,199.00
Planting Beds and Central Irrigation (General Fund)	\$3,227.00
Playground Surfacing (General Fund)	\$4,535.00
Playground Equipment (General Fund)	\$21,326.00
Concrete Sidewalks and Plaza (General Fund)	\$29,819.00
Site Preparation and Earthwork (General Fund)	\$38,565.00

Total Project Cost

\$428,486.00

Total Match from Sponsor

\$214,243.00

Grant Funds Requested

\$214,243.00

Supplemental Information**Application Due April 13, 2020 by 11:59 PM PST****1. PROJECT NARRATIVE (Please limit each answer to 400 words or less.)**

a. What will this project do? Describe all elements of the project. What new facilities will be constructed? What existing facilities will be renovated or removed? Describe present development on the site and how the proposed project fits in with current and future development. *

The Rolling Rock Park Improvement Project was identified as the catalytic project in the newly adopted 2019 Downtown Master Plan to support and promote the development of a central business district. It was also identified as the first priority of the 2020 Parks and Recreation Master Plan. The project will transform the City's linear park into a central park to serve as the primary venue for community events; hub of a planned trail system, with connections to the Eugene to Pacific Crest Trail, Lowell State Recreation Site (OPRD), Orchard Park (USACE), and the Lowell Covered Bridge Interpretive Center (Lane County); interpretive center with exhibits showcasing the community's logging history; accessible playground developed with universal design; and feature defined open spaces for passive recreation.

The project has been broken down into three phases. The first phase develops and integrates the newly acquired (2019) property into Rolling Rock park; second phase includes rehabilitation of the western half of the existing park;

and a third phase will re-purpose the section of Rolling Rock Park east of Cannon Street for downtown commercial development.

Phase I of the project includes the following development tasks:

- Clearing and regrading the entire project site
- Installation of new drought-tolerant tall fescue turfgrass with a water efficient irrigation system
- Concrete walking paths (6,991 SF) with lighting
- Creation of a new interpretive area by relocating the logging equipment to a new tree grove and placing the equipment in its "natural environment"
- Accessible playground (3,300 SF) utilizing universal design principles
- Installation of benches and shade structure
- Installation of a small pavilion
- Installation of an electric vehicle charging station

Phase II of the project include demolition, rehabilitation, and redevelopment of the western half of the existing park including:

- Removal of 1,000 square feet of concrete paths have degraded over time, creating slopes that are not ADA compliant, and were aligned for a linear park.
- Clearing and regrading the entire project site, installing drought-tolerant tall fescue turfgrass and irrigation system
- Removal of two (2) small shelters that require extensive repairs.
- Residing and making miscellaneous repairs to the historic caboose
- Replacement of weathered park signage
- Installation of three (3) seat walls for the amphitheater
- One (1) large pavilion for community events, with furnishings that utilize universal design principles

Phase III of the project includes removal of walking paths, regrading and seeding the property to prepare the site for downtown, pedestrian-oriented commercial development and an extension of the trail system along North Shore Drive.

b. Why is this project a priority? What needs will be met by this project? How will these needs be met? *

The Downtown Master Plan and Parks and Recreation Plan included a consolidated survey on needs and priorities of the downtown area. Both Steering Committees conducted significant public outreach and also identified the project as the first priority. Highlights of the survey and public outreach include a (1) clearly defined downtown district with Rolling Rock Park serving as the "anchor" and catalyst; (2) improved facilities to accommodate larger community events such as the Farmers Market, Movies in the Park, and Blackberry Jam Festival; (3) playground for children to enjoy while parents attend community events; (4) comfortable space with green grass for passive recreation, including sports and picnics; and safe walking paths for exercise. Phase I addresses all four (4) needs.

c. Who will do the project work? Who will provide project supervision? *

The City has hired a landscape architect to review the conceptual plan and develop construction plans. A public open house was held on February 5 to review drafts of the proposed site plan and solicit feedback. Construction plans are under development. Upon completion, the project will go out to bid. The landscape architect will serve as project manager, with additional oversight provided by the City Administrator.

2. SCORP CRITERIA: CONSISTENCY WITH STATEWIDE PRIORITIES (0-20 points)

d. Who and how many people will benefit from this project? *

The project will benefit the residents of Lowell, Fall Creek, and Dexter, which has an estimated population of 4,946 (2010 Census by Zip Code). Residents of Lowell will utilize the playground and open space for recreation, while the broader region will visit for community events, including the weekly Dexter Lake Farmers Market and annual

Blackberry Jam Festival. The Farmers Market is open every Sunday from May through September and includes vendors from Lowell, Pleasant Hill, Dexter, and Fall Creek. The 2020 Parks and Recreation Master Plan also includes a goal and strategies to increase the number of events held in Rolling Rock Park.

a. Does the project meet needs identified in the Oregon Public Provider Survey, and if so, which needs are addressed? Select the Close-To-Home priorities or Dispersed-Area priorities that apply. (See Table 12.1, page 216 of the 2019-23 SCORP)

Children's playgrounds and play areas built with manufactured structures|Picnic areas and shelters for small visitor groups|Picknicking / day use and facilities|Interpretive displays

b. Does the project meet needs identified in the Oregon Resident Survey, and if so, which needs are addressed? Select the Close-To-Home priorities or Dispersed-Area priorities that apply. (See Table 12.2, page 216 of the 2019-23 SCORP).

3. SCORP CRITERIA: CONSISTENCY WITH STATEWIDE ISSUES (0-10 points)

To what extent does the proposed project address ONE or MORE of the following four Statewide Issued identified in the 2019-23 SCORP? (Please be brief with your responses)

a. Aging Population: Does the project meet outdoor recreation needs of an Aging population, and if so, what needs are addressed? (See Tables 12.3-12.8, pages 216-218 of the 2019-23 SCORP) If question is not relevant, enter N/A. *

Yes; Lane County Tables 12.3 and 12.5., Expanding park facilities, Providing more free-of-charge recreation opportunities, Developing walking / hiking trails closer to home, Picnic areas and shelters for small visitor groups

b. Diverse Population: Does the project meet outdoor recreation needs of an increasingly Diverse population, and if so, what needs are addressed? (See Tables 12.9-12.14, pages 219-221 of the 2019-23 SCORP) If question is not relevant, enter N/A. *

Yes; Lane County Table 12.9, Developing walking / hiking trails closer to home, Developing parks closer to home, More shaded areas, More places and benches to observe nature and others

c. Families with Children: Does the project meet outdoor recreation needs of Families with Children, and if so, what needs are addressed? (See Tables 12.15-12.17, pages 221-222 of the 2019-23 SCORP) If question is not relevant, enter N/A. *

While the City of Lowell and Lane County are not identified on Tables 12.15 and 12.16, the project addresses the following outdoor recreation needs: Providing more free-of-charge recreation opportunities, Developing parks closer to home, Developing walking / hiking trails closer to home, Children's playgrounds built with manufactured structures, Picnic areas and shelters for small visitor groups

d. Low-Income Population: Does the project meet outdoor recreation needs of a Low-Income population, and if so, what needs are addressed? (See Tables 12.18-12.20, pages 222-223 of the 2019-23 SCORP) If question is not relevant, enter N/A. *

Yes; Lane County Table 12.18, Providing more free-of-charge recreation opportunities, Developing walking / hiking trails closer to home, Developing parks closer to home, Picnic areas and shelters for small visitor groups,

4. SCORP CRITERIA: LOCAL NEEDS AND BENEFITS (0-25 points)

Is your project in a CLOSE-TO-HOME AREA (located within an urban growth boundary (UGB), unincorporated community boundary, or in a Tribal Community), or in a DISPERSED AREA located outside these boundaries? Select from the drop-down menu. A map clearly identifying the project location and UGB, or unincorporated community boundary drawn on it, must be uploaded in the attachments section of this application. *

Close-to-home area

Please identify how the proposed project satisfies State, local, or county level needs by using priorities identified in one of the following local public planning processes (a-e). (Please be brief with your responses)

a. Public Recreation Provider Identified Need: Does the project address county-level needs identified by the Public Recreation Provider Survey? (See Tables 12.21-12.56, pages 224-229 of the 2019-23 SCORP) If so, enter which priority or priorities are identified for the project county. Please use either the Close-To-Home Priorities or Dispersed Area Priorities, not both. *

N/A

b. Oregon Resident Identified Need: Does the project address Statewide level needs identified in the Oregon Resident Survey? (See Tables 12.57-12.60, page 230 in the 2019-23 SCORP) If so, enter which priority or priorities are identified. *

N/A

c. Local Planning: To what extent does the project satisfy priority needs, as identified in a current local planning document (park and recreation master plan, city or county comprehensive plan, trails master plan, transportation system plan or bicycle and pedestrian plan)? *

The Parks and Recreation Master Plan Steering Committee identified the project as their highest priority and voted unanimously to submit a grant application. The Downtown Master Plan also includes the redevelopment of Rolling Rock Park as a high priority.

d. Public Involvement Effort: If the project is not included in a current local planning document, describe the public involvement effort that led to the identification of the priority project including citizen involvement through public workshops, public meetings, surveys, and local citizen advisory committees during the project's planning process. *

N/A

e. Parkland Mapping: To what extent was the Parkland Mapping Tool used to identify the need for this project? If the Parkland Mapping Tool was used, consider uploading a PDF of the image(s) that illustrates the need for this project. *

5. SCORP CRITERIA: PHYSICAL ACTIVITY BENEFITS (0-5 points)

Is the project located within a high-priority area? See Tables 12.62-12.63 on page 231 for a listing of high-priority counties and UGBs for resident BMI. (Note: For projects in dispersed settings, use county priority only).

a. High-priority counties:

b. High-priority UGBs:

c. Parkland Mapping: To what extent was the Parkland Mapping Tool used to identify the need for this project? If the Parkland Mapping Tool was used, consider uploading a PDF of the image(s) that illustrates the need for this project. *

d. Does the project meet one of the four physical activity priorities identified in Table 12.61 on page 231 of the 2019-23 SCORP, and if so, which needs are addressed. *

6. SCORP CRITERIA: NEED FOR MAJOR REHABILITATION (0-5 points)

a. MAJOR REHABILITATION projects involve the restoration or partial reconstruction of eligible recreation areas and facilities. If the project includes major rehabilitation, please check all that apply:

b. Please list the specific facilities that are in need of rehabilitation. Upload photos in the Attachments showing the facilities in need of rehabilitation. *

c. If only part of the project is rehabilitation, approximately what percentage of the project is rehabilitation?

7. SCORP CRITERIA: ACCESSIBILITY ACCOMMODATIONS (0-5 points)

a. Does the project meet one or more of the statewide accessibility needs? (See Table 12.64, page 231 of the 2019-23 SCORP)? *

More accessible paved trails|More benches along trails

If other was selected, please describe.

b. Is the project located in a high priority target population area in the state? (See section (F)(b) on page 214 of the 2019-23 SCORP) *

Project is located within a Young Old population high priority county or UGB|Project is located within a Middle Old population high priority county or UGB|Project is located within a Latino population high priority county or UGB|Project is located within a Low-Income population high priority county or UGB

c. Does the project satisfy one or more of the needs identified in Table 12.65 (page 232 of the 2019-23 SCORP)? If so, which needs are satisfied?

Yes; More benches along trails, More safe walking areas, Allow electric mobility devices on trails, More accessible paved trails, More accessible playground facilities

8. UNIVERSAL DESIGN CONCEPTS / INCLUSIVE OUTDOOR RECREATION OPPORTUNITIES (0-5 points) (Please be brief with your responses)

a. Universal design attempts to meet the needs of all people, and includes those of all ages, physical abilities, sensory abilities and cognitive skills. It includes the use of integrated and mainstream products, environmental features and services, without the need for adaptation or specialized design. Please describe how your project goes beyond the American with Disabilities Act (ADA) and strives to incorporate Universal Design concepts. Please show evidence that the design has considered cognitive, vision, hearing, social, and other kinds of disabilities. *

The City Administrator was introduced to inclusive design in 2012 through a playground project with the City of El Dorado, Kansas and the KaBOOM! organization. The selected landscape architect will be charged with applying inclusive design principles with guidance from organizations such as KaBOOM! and Innovative Solutions for Universal Design to create a park that is usable by all people without specialized ADA modifications. For Phase I, particular attention will be paid to the playground features and park furnishings.

9. COMMUNITY SUPPORT (0-5 points)

a. To what extent does the project have broad community support? Please include supporting documentation. Examples can include letters of support and/or survey analysis from park users, neighbors, and a variety of project stakeholders, results or summary documentation of recent community or neighborhood meetings concerning the project. *

Community support has been demonstrated by the outreach conducted with the Parks and Recreation Master Plan and Downtown Master Plan. In addition, letters of support and a household survey are also attached. The Parks and Recreation Committee has voted unanimously twice to submit grant applications for the project.

10. FINANCIAL COMMITMENT (0-10 points)

Project applicants are encouraged to develop project applications involving partnerships with other agencies or organizations. Project applicants are also encouraged to demonstrate solid financial commitment to providing necessary project maintenance and upkeep.

a. What is the source of local matching funds for the project? A Resolution to Apply must be submitted with this application to indicate a commitment of local match funding for the project. *

The City acquired four (4) tax lots (including one home) that will be used as project match. These properties appraised for a total of \$280,000. Unfortunately, due to competition the City acquired the properties for a total of \$390,000. The City received a 20-year loan to fund the acquisitions, which will be repaid by the General Fund.

The City is also committed to providing 50% (\$1 for \$1) cash match for all project expenses as indicated in the project budget,

These contributions of cash and property represent the largest financial commitment in the City's history for a parks project.

b. To what extent does the project involve partnerships with other agencies or groups? Are donations and/or funding from other agencies or groups secured? *

The City of Lowell will handle routine maintenance. Other organizations, such as the Blackberry Jam Festival Committee and Lowell Grange, annually assist with special projects during Lowell Beautification Day. These organizations also provide events and programming in Rolling Rock Park from May through September. As an example, the Dexter Lake Farmers Market has a monthly theme; the Lowell Fire Department has participated in "Wellness Month" by providing free health screenings. The City has also partnered with the Lowell School District to financially support a summer recreation program for children in the school district.

c. Other than this grant application, to what extent has funding been secured or committed to complete the project? *

The property for Phase I was secured in 2019. The City Council has committed at least an additional \$200,000 in cash match for the project.

11. ACCESSIBILITY COMPLIANCE

a. Does your agency have a board or city council adopted/approved ADA Transition Plan? *

No

If you selected "No" to question 11a., the applicant should conduct an ADA Site Evaluation for the project. An ADA Site Evaluation should identify and propose how to fix problems that prevent people with disabilities from gaining equal access to sites and activities. To review and access ADA evaluation tools, see the ADA Resources included with this application.

b. If you selected "No" to question 11a., has an ADA Site Evaluation been completed for this project?

No

c. How will the project meet current ADA accessibility standards? To what extent will this project involve consultation with building officials, contractors or companies required to know and apply ADA requirements?

* An ADA Site Evaluation Plan will be completed. The project will involve consultation with the landscape architect, building officials, and contractors.

12. READINESS TO PROCEED

a. Have you submitted a signed Land Use Compatibility Statement with this application? *

Yes

b. Have you submitted a site plan, construction plans or concept plans with this application? *

Yes

c. List required permits and status of permit applications for the project (i.e. Corps of Engineers, Oregon Department of State Lands, building permits, etc.). Describe any possible delays or challenges that could occur in receiving permits. *

The project will require a zone change from Downtown Commercial to Public Use. The City received a DLCD Code Assistance Grant; however, work has been delayed due to COVID-19. Since the project was developed with extensive public outreach, input, and review by major stakeholders – including local business owners, park users, Lowell School District, and Lowell Fire District – staff does not anticipate any challenges to the zone change. Site plan review by the Planning Commission and building permits will also be required. While minor conditions or changes may be required, staff does not anticipate any delays with these proceedings.

d. If this project is selected for funding, what will be the next step in the process? E.g. pursue construction drawings, apply for permits, solicit bids, etc. *

Development of construction plans is underway. Next steps would include processing the zone change request, completing site plan review with the Planning Commission, publishing the invitation to bid the project, and selecting a contractor. The tentative timeline would be to start construction in February or March 2021 and to complete the project by late June 2021.

e. How will you be able to legally insure that the project site will be managed for public outdoor recreation in perpetuity? *

The property is owned by the City of Lowell, which is willing to provide any necessary assurance.

If you answered "No" to any of questions in 12a.-e., please explain.

13. CONTROL AND TENURE

a. Project land is controlled by: *

Fee Simple (Deed)

b. If 'other' was selected, please describe.

14. ACTIVE AND PAST GRANTS PERFORMANCE

a. Describe your performance and compliance with all active and past OPRD grant awards. OPRD has five recreational grant programs including LWCF. *

Staff recently closed out an OPRD Planning Grant (LGGP Grant #LG17-034). The Parks and Recreation Master Plan and Comprehensive Plan Amendment were adopted on February 4, 2020. The City also received and closed two other LGGP grants (Paul Fisher Park Playground Update #LGP0218, Heritage Park Plaza Trail/Picnic Facility #LGP0030) and one LWCF grant (Lowell Community Park #OP2046).

Prior OPRD grants can be found in the Projects panel of your OPRDgrants.org account.

18 of 17 Required Attachments

✓ Additional Attachment

Rolling Rock Park - Phase I	jpg
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✓ Construction Drawings

Rolling Rock Park Plan	pdf
------------------------	-----

✓ LWCF Park Boundary Map - 6(f)(3) Map

Proposed Park Map	jpg
6f boundary map	pdf

✓ Land Use Compatibility Statement (LUCS) - Completed

Land Use Compatibility Statement	pdf
----------------------------------	-----

✓ Letters of Support

Lowell Rural Fire Protection District	pdf
Lowell School District	pdf

✓ PD/ESF - Completed

PD/ESF	docx
Supplemental	docx

✓ Photos

Phase 1_Development (2)	jpg
Phase 1_Development (1)	jpg

Phase 1_Development_53 E Main Before Removal	jpg
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✓ Property Deed or Easement or Lease Agreement

Deed 1	pdf
Deed 2	pdf
Deed 3	pdf

✓ Resolution to Apply for Grant

Resolution 735	pdf
----------------	-----

✓ SHPO Attachments

SHPO Cover Letter	pdf
-------------------	-----

✓ SHPO Clearance From - Completed

SHPO Clearance Form	doc
---------------------	-----

✓ SHPO Map: 7.5 min. USGS Topo Map or 1 Sq. Mile Map

SHPO Topo Map	jpg
SHPO Google Earth map	kml

✓ SHPO Submittal Form - Completed

SHPO Submittal Form	pdf
---------------------	-----

✓ Site Plan

Rolling Rock Park Plan	pdf
Rolling Rock Park Plan	pdf

✓ State Agency Review - Completed

ODEQ	pdf
ODFW	pdf
ODSL	pdf
ODLCD	pdf

✓ Urban Growth Boundary Map

UGB Map	pdf
---------	-----

✓ Vicinity Map

Vicinity Map	pdf
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16 Files

ADA Checklist

ADA Quick Reference Guide - Camping

ADA Quick Reference Guide - General

ADA Quick Reference Guide - Parking

ADA Quick Reference Guide - Restrooms and Showers

ADA Site Evaluation Tools

Land Use Compatibility Statement (LUCS) - Blank

Resolution to Apply for a Grant - Blank Form

2013-2017 SCORP Apdx A - Planning Guide

2019-2023 SCORP

Parkland Mapping Tool

SHPO Clearance Form (Built environment assessment) - Blank

SHPO Submittal Form (Archaeological assessment) - Blank

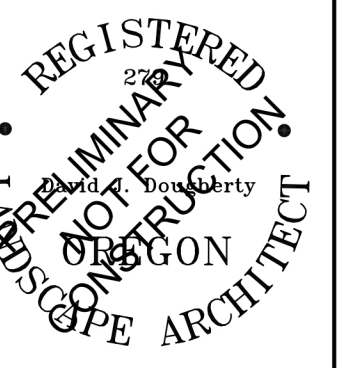
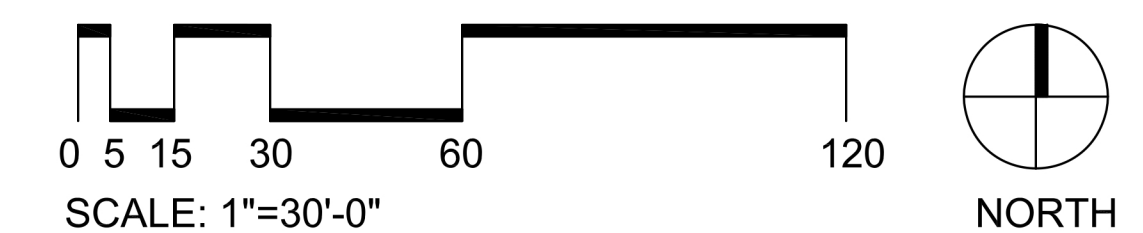
PD/ESF- Blank

PD/ESF example with notes

State Natural Resource Agency Review Instructions and Forms



CONCEPTUAL SITE PLAN

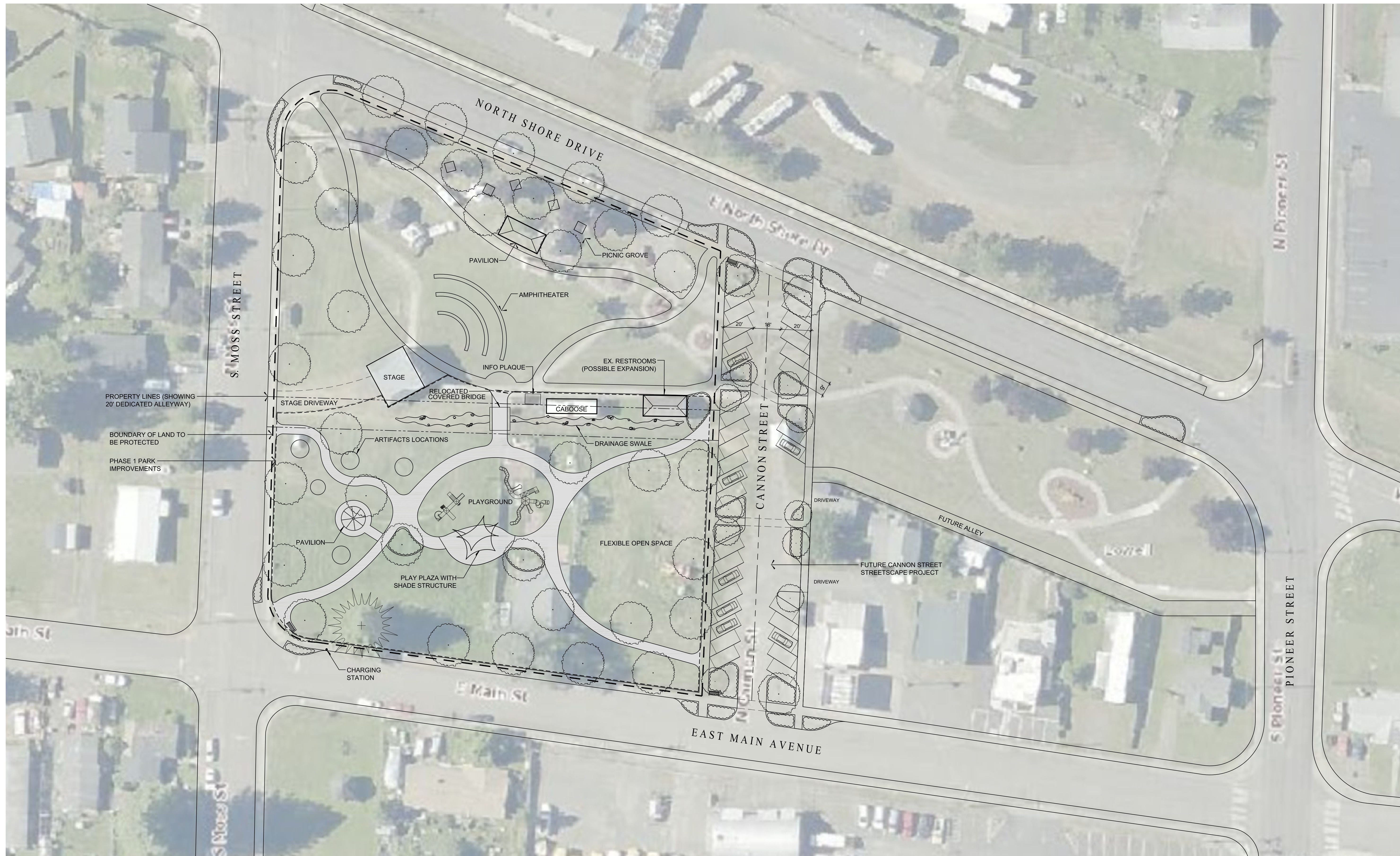


LOWELL, OR.

ROLLING ROCK PARK
EXPANSION & IMPROVEMENTS

Date: 2020.02.04
Drawn By: LS
Checked By: DJD
Submission:
CONCEPTUAL SITE PLAN

Revisions



PROPERTY LINES (SHOWING 20' DEDICATED ALLEYWAY)

BOUNDARY OF LAND TO BE PROTECTED

PHASE 1 PARK IMPROVEMENTS

Oregon Parks and Recreation Department

SLO/ASLO

Date

LEGEND

- PROPOSED TREES
- PROPOSED SHRUBS
- STRUCTURES
- PLAZA
- ARTIFACT LOCATION
- CHARGING STATION
- PLAYGROUND EQUIPMENT
- PLAY PLAZA WITH SHADE STRUCTURE
- DRAINAGE SWALE
- LAND TO BE PROTECTED UNDER SECTION 6(F)(3) LWCF ACT (2.169 ACRES)
- PHASE 1 - PARK IMPROVEMENTS (1.16 ACRES)
- PROPERTY LINES (SHOWING 20' DEDICATED ALLEYWAY)

CONCEPTUAL SITE PLAN



474 Willamette Street
Suite 305
Eugene, Oregon 97401
P 541.683.5803
F 541.683.8183
www.DLAdesign.com



ROLLING ROCK PARK - EXPANSION + IMPROVEMENTS

101 NORTH SHORE DRIVE, LOWELL, OR. 97452

Date: 04.30.2020
Drawn By: LS/RS
Checked By: DJD
Submission: CONCEPTUAL SITE PLAN

Revisions

LOAN AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$214,000.00
Interest rate	5.00%
Loan term in years	10
Payments made per year	1
Loan repayment start date	1/1/2022
Optional extra payments	\$0.00

LOAN SUMMARY

Scheduled payment	\$27,713.98
Scheduled number of payments	10
Actual number of payments	1
Years saved off original loan term	9.00
Total early payments	\$0.00
Total interest	\$63,139.79
LENDER NAME	

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	1/1/2022	\$214,000.00	\$27,713.98	\$0.00	\$27,713.98	\$17,013.98	\$10,700.00	\$196,986.02	\$10,700.00
2	2/1/2022	\$196,986.02	\$27,713.98	\$0.00	\$27,713.98	\$17,864.68	\$9,849.30	\$179,121.34	\$20,549.30
3	3/1/2022	\$179,121.34	\$27,713.98	\$0.00	\$27,713.98	\$18,757.91	\$8,956.07	\$160,363.43	\$29,505.37
4	4/1/2022	\$160,363.43	\$27,713.98	\$0.00	\$27,713.98	\$19,695.81	\$8,018.17	\$140,667.62	\$37,523.54
5	5/1/2022	\$140,667.62	\$27,713.98	\$0.00	\$27,713.98	\$20,680.60	\$7,033.38	\$119,987.03	\$44,556.92
6	6/1/2022	\$119,987.03	\$27,713.98	\$0.00	\$27,713.98	\$21,714.63	\$5,999.35	\$98,272.40	\$50,556.27
7	7/1/2022	\$98,272.40	\$27,713.98	\$0.00	\$27,713.98	\$22,800.36	\$4,913.62	\$75,472.04	\$55,469.89
8	8/1/2022	\$75,472.04	\$27,713.98	\$0.00	\$27,713.98	\$23,940.38	\$3,773.60	\$51,531.66	\$59,243.49
9	9/1/2022	\$51,531.66	\$27,713.98	\$0.00	\$27,713.98	\$25,137.40	\$2,576.58	\$26,394.27	\$61,820.08
10	10/1/2022	\$26,394.27	\$27,713.98	\$0.00	\$26,394.27	\$25,074.55	\$1,319.71	\$0.00	\$63,139.79

Tentative Debt Schedule for the FY21 Audit Notes

Updated by LN 4/22/2021

5. LONG TERM DEBT

The changes in long-term debt were as follows:

	Fund	Balance 06/30/20	Additions	Repayment	Balance 06/30/21	Due within one year	Interest due within 1 year	
A. Governmental Activities:								
110-800-7111/7112	Gov't Capital Corp - Library/Park	General	\$ 512,905	\$ -	\$ 17,845	\$ 495,060	\$ 18,628	21,718.26
	Gov't Capital Corp - E Main St	General	307,978	-	-	307,978	-	667.28
	Buesiness Oregon - SPWF (L21001)	Street	-	83,091	-	83,091	3,356	1,819.69
	Total governmental activities:		<u>\$ 820,883</u>	<u>\$ 83,091</u>	<u>\$ 17,845</u>	<u>\$ 886,129</u>	<u>\$ 21,984</u>	<u>24,205.23</u>
Business-type Activities:								
230-800-7110	Business Oregon - Drinking Water (S0006)	Water	16,519	-	16,519	-	-	Paid Off
230-800-7122	Business Oregon - Pioneer St. Reloc (J05001)	Water/Sewer	56,802	-	4,486	52,316	4,718	2,704.76
230-800-7124	USDA RUS - Water Revenue Loan (RUS 91-03)	Water	830,688	-	16,536	814,152	16,991	22,389.17
	Buesiness Oregon - SPWF (L21001)	Water	-	185,359	-	185,359	7,486	4,059.37
	Subtotal Water Fund		<u>904,009</u>	<u>185,359</u>	<u>37,541</u>	<u>1,051,827</u>	<u>29,195</u>	<u>29,153.30</u>
240-800-7110	Business Oregon - Drinking Water (G02002)	Sewer	187,784	-	18,466	169,318	18,628	8,042.61
230-800-7122	Business Oregon - Pioneer St. Reloc (J05001)	Water/Sewer	56,802	-	4,486	52,316	4,718	2,704.76
240-800-7124	USDA RUS - Water Revenue Loan (RUS 92-05)	Sewer	332,097	-	6,611	325,486	6,793	8,950.86
	Subtotal Sewer Fund		<u>576,683</u>	<u>-</u>	<u>29,563</u>	<u>547,120</u>	<u>30,139</u>	<u>19,698.23</u>
	Total business-type activities:		<u>\$ 1,480,692</u>	<u>\$ 185,359</u>	<u>\$ 67,104</u>	<u>\$ 1,598,947</u>	<u>\$ 59,334</u>	<u>48,851.52</u>