

**Lowell City Council  
Regular Meeting  
Tuesday, March 1, 2022, at 7 P.M.**

**Maggie Osgood Library  
70 N. Pioneer Street  
Lowell, OR 97452**

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

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

- Joining by phone, tablet, or PC. For details, click on the event at [www.ci.lowell.or.us](http://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: [admin@ci.lowell.or.us](mailto:admin@ci.lowell.or.us).

**Regular Meeting Agenda**

Call to Order/Roll Call/Pledge of Allegiance

Councilors: Mayor Bennett \_\_\_ Harris \_\_\_ Stratis \_\_\_ Weathers \_\_\_

Approval of Agenda

Consent 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.

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

## City Council Meeting Agenda

Council Comments (three minutes per speaker)

Staff Reports

Old Business

New Business

1. Presentation on recommended burning regulations within the City of Lowell. – Discussion  
*Presenter: Lon Dragt, Fire Chief, Lowell Rural Fire Protection District*  
(15 minutes presentation. 15 minutes questions and answers)
2. Feedback and further direction from City Council on community survey on law enforcement services. – Discussion/ Possible action
3. Motion to approve a "Grant Agreement" with The Ford Family Foundation for the Maggie Osgood Library in the amount of \$191,466 and to authorize the City Administrator to sign. – Discussion/ Possible action
4. Review Budget Committee application from Lisa Bee-Wilson – Discussion/ Possible action
5. Motion to approve a "Long-Term Residential Right-of-Way Use Agreement" with Lowell Investment Properties, LLC. and to authorize the City Administrator to sign. – Discussion/ Possible action
6. Motion to authorize the City Administrator to sign a "Donation Agreement" and "Temporary Construction Easement" with Lane County for the Safe Routes to School sidewalk construction project. – Discussion/ Possible action

Other Business

Mayor Comments

Community Comments: Limited to two (2) minutes if prior to 9:30 P.M.

Adjourn the Regular Meeting

# Agenda Item Sheet

## City of Lowell City Council

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Type of item:	Presentation
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**Item title/recommended action:**

Presentation on recommended burning regulations within the City of Lowell. – Discussion  
*Presenter: Lon Dragt, Fire Chief, Lowell Rural Fire Protection District*  
(15 minutes presentation. 15 minutes questions and answers)

**Justification or background:**

The Fire Chief of the Lowell Rural Fire Protection District has approached the city about changing city ordinances related to outdoors burning. The Fire Chief is scheduled to present these recommendations for discussion and further consideration among City Council.

**Budget impact:**

N/A

**Department or Council sponsor:**

Administration

**Attachments:**

Draft burn regulations prepared by the Fire Chief.

Meeting date:	03/01/2022
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# Lowell Rural Fire Protection District Outdoor Burn Rules and Regulations

Outdoor burning in compliance with the Lowell Rural Fire Protection District Rules and Regulations does not exempt any person from any civil or criminal liability for consequences or damages resulting from such burning, nor does it exempt any person from complying with any other applicable law, ordinance, regulation, rule, permit, order or decree of this or any other governmental entity having jurisdiction.

## OUTDOOR BURNING REQUIREMENTS

- (1) General requirements to be met by all outdoor burning conducted in accordance to Lowell Rural Fire Protection District's Rule and Regulations.
  - a. All outdoor burning shall be constantly attended by a responsible person or an expressly authorized agent, until extinguished.
  - b. It shall be the duty of each responsible person to promptly extinguish any burning which is in violation of any of Lowell Rural Fire Protection District Rules and regulations or any permit issued by an appropriate agency.
  - c. No person shall cause, or allow to be initiated or maintained, any outdoor burning which is prohibited by the burning advisory issued by LRAPA.
  - d. No person shall cause. Or allow to be initiated or maintained, any outdoor burning which creates a nuisance or hazard to public safety.
  - e. No person shall cause, or allow to be initiated or maintained, outdoor burning of any material which normally emits dense smoke, noxious odors, or hazardous air contaminants; such materials may include but are not limited to garbage, plastics, wire, insulation, automobile parts, asphalt, petroleum by-products, petroleum-treated materials, rubber products, cardboard, clothing, animal remains and grass clippings.
  - f. To promote efficient burning and prevent excessive emissions of smoke, each responsible person shall assure that all combustible material is dried to the extent practicable and loosely stacked or windrowed to eliminate dirt, rocks and other non-combustible materials; and periodically restacked or feed the burning pile to enhance combustion.
  - g. Burning in barrels is prohibited.

## (2) Residential Outdoor Burning Requirements

The residential outdoor burning season is October 1 through June 15, with the following restrictions:

- a. Residential outdoor burning is allowed only on approved burning days by LRAPA. The start and end times for burning vary and are set as part of the daily burning advisory issued by LRAPA.
- b. Outdoor burn piles must be extinguished by the end time set by LRAPA.

# Lowell Rural Fire Protection District Outdoor Burn Rules and Regulations

- c. The total fuel area is no more than four (4) feet in width by four (4) feet in length by four (4) feet in height.
  - d. No open flames on or within twenty-five (25) feet of any structure and/or within fifteen (15) feet from a fence.
  - e. Vegetation will be cleared a minimum of six (6) feet around piles prior to burning.
  - f. A garden hose is connected to a water supply and readily available to extinguish the fire.
- (3) Construction/Demolition Outdoor Burning Requirements
- a. Prohibited
- (4) Commercial Outdoor Burning Requirements
- a. Prohibited
- (5) Industrial Outdoor Burning Requirements
- a. Prohibited
- (6) Forest Slash Burning Requirements
- a. Forest Slash outdoor burning is regulated by the Oregon Department of Forestry (ODF) pursuant to Oregon Revised Statutes (ORS) 477.515
- (7) Other Outdoor Burning (these fires will be regulated by fire season conditions)
- a. Recreational fire
    - i. Burning a small fire, no larger than three (3) feet in diameter and two (2) feet in height using manufactured fire logs or clean, dry, natural firewood as fuel. This is limited to campfires, fires in chimineas, patio fireplaces, fire pits or other similar devices on private property or in designated areas on public land. No construction, demolition, commercial, yard or trash may be burned.
  - b. Religious Ceremonial
    - i. Burning legal materials in a controlled outdoor fire that is integral to a religious ceremony or ritual. If larger than three (3) feet in diameter and two (2) feet in height, a LRAPA letter permit and fire department authorization are required.
- (8) Outdoor Burning Advisory Information
- a. A responsible party must confirm with LRAPA by calling 541-726-3976 or checking at [www.lrapa.org](http://www.lrapa.org) the day of the burn.
  - b. Further questions may be directed to the Lowell Rural Fire Protection District at 541-937-3393.

# Agenda Item Sheet

## City of Lowell City Council

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Type of item:	Presentation
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### Item title/recommended action:

Feedback and further direction from City Council on community survey on law enforcement services. – Discussion/ Possible action

### Justification or background:

At your February 15 meeting, staff presented a recommended public outreach schedule regarding the topic of expanding law enforcement services within the community. The next step includes gaining community input through a survey. Staff have prepared a survey, to be completed on the SurveyMonkey.com website. The survey questions here are presented for City Council review prior to opening up the survey. The survey questions are designed to gauge the community's concerns, preferences, and willingness to pay. Once we agree on a final survey design, the next step includes advertising the survey to the community, including mailing letter to residences, broadcasting it on the city website and Facebook page, and posting fliers in public places around town. The goal is to leave the survey open for about a month and report back to City Council in April or May.

### Budget impact:

N/A

### Department or Council sponsor:

Administration

### Attachments:

Draft SurveyMonkey.com survey.

Meeting date:	03/01/2022
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# Copy of Community Survey on Law Enforcement within the City of Lowell

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## Question Title

1. To what extent do you feel safe within the City of Lowell?

- A great deal
- A lot
- Somewhat
- A little
- Not at all

## Question Title

2. Please select the three (3) issues you think are the greatest problems within the City of Lowell.

- Burglaries/thefts (auto)
- Burglaries/thefts (residential)
- Child abuse
- Disorderly conduct / public intoxication / noise violations
- Disorderly youth (e.g., cruising or gathering)
- Domestic violence
- Driving under the influence (i.e., alcohol or drugs)
- Drug abuse (e.g., manufacture, sale, or use of illegal/prescription drugs)
- Fraud / identity theft
- Gang activity
- Gun violence
- Homeless- or transient-related problems
- Mugging
- Physical assault

- School safety (e.g., bullying, fighting, or weapons)
- Sexual assault / rape
- Traffic issues / residential speeding
- Underage drinking
- Vandalism/graffiti
- Other (please specify)

**Question Title**

3. Rank what level of service, in order from highest to lowest, that you would like to see within the City of Lowell. A ranking of "1" is what you would like to see most. A ranking of "2" is what you would like to see second most, and so on. You can also drag and drop each option in your order of preference.

Hire 2 full-time police officers. With two officers, the city will be able to offer a full range of patrol, law enforcement, investigative, and community policing services 7 days a week.

Hire 1 full-time police officer. This option costs less than two officers while having an officer in the city 3 to 4 times a week to follow up on complaints and investigate crime.



Hire a private security company to do nighttime security patrols. This will act as a deterrent for theft and other petty crimes at a lower cost than hiring police officers.

Keep things as they are. This means keeping our contract for 40 hours of patrol per month with the City of Oakridge Police Department. All other policing issues require residents to call 9-1-1 to have a sheriff's deputy dispatched to the community. Other than that there would be no additional patrol, investigation, or law enforcement within the city limits.

Something else. Specify in the next question.

**Question Title**

4. If you selected "something else" in the previous question, please describe below.

**Question Title**

5. Would you support a property tax or fee increase to pay for additional law enforcement or security services within the City of Lowell?

- Yes
- No

**Question Title**

6. If you answered "yes" to the previous question, how much in additional fees or property taxes would you be willing to pay per year for additional law enforcement services?

**Question Title**

\* 7. Do you reside within the City of Lowell?

- Yes
- No

**Question Title**

8. If you answered "no" to the previous question, please write below the community in which you live.

9. Is there anything else related to law enforcement services within the City of Lowell that you would like us to know about?

# Agenda Item Sheet

City of Lowell City Council

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Type of item:	Contract
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**Item title/recommended action:**

Motion to approve a "Grant Agreement" with The Ford Family Foundation for the Maggie Osgood Library in the amount of \$191,466 and to authorize the City Administrator to sign.  
– Discussion/ Possible action

**Justification or background:**

The city's grant application with The Ford Family Foundation was approved in the amount of \$191,466 to fund the library renovation project. Staff are presenting this item for City Council review.

**Budget impact:**

\$191,466 in grant funding for library renovation project

**Department or Council sponsor:**

Library

**Attachments:**

Grant agreement

Meeting date:	03/01/2022
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## Grant Agreement

20200824

The Ford Family Foundation is pleased to notify City of Lowell of the approval of a \$191,466.00 grant in support of Maggie Osgood Library. The grant period is February 10, 2022 through February 28, 2023.

Grant terms and conditions:

1. Grant funds may only be used for the purposes as outlined in your grant application, and/or as detailed below. Funds may not be used to support or carry out lobbying or to influence legislation.

Special Use Information:

None

2. Funds will be disbursed according to the schedule below:

\$191,466.00 March 15, 2022

3. There are no financial conditions attached to this grant.
4. Please notify the Foundation if not all grant funds are expended. Any remaining funds should not be returned without confirmation from the Foundation as we may request a plan for using any remaining funds.
5. Please direct any questions, comments, or updates to your Program Officer, Yvette Rhodes at [yrhodes@tfff.org](mailto:yrhodes@tfff.org). Please notify your Program Officer as soon as possible if there is a change in the scope of the proposed work, delays in the work, or a change in staffing that affects the proposed work.
6. The following reports are required and should be submitted via the grantee portal (refer to this application in your grantee portal for specific details):

Final Report April 30, 2023

7. By accepting this grant, you confirm there has been no change to your organization's tax status. In the event there is a change in tax status, please notify the Foundation as soon as possible. In the event your organization loses its tax-exempt status, any unspent funds should be returned to the Foundation.
8. If your organization publicizes the work supported by this grant, you may acknowledge this grant as a gift from The Ford Family Foundation. However, we prefer that all credit and publicity be focused on your organization and the overall project without bringing unnecessary attention to the



## Grant Agreement

Foundation. For more information about our publicity policy, please contact your Program Officer.

On behalf of The Ford Family Foundation, I extend every good wish for the success of this project.

A handwritten signature in black ink that reads "Ackni".

Anne C. Kubisch

President

On behalf of City of Lowell, the above terms and conditions are accepted and agreed to.

Signature: \_\_\_\_\_

Name: Jeremy Caudle

Title: \_\_\_\_\_

Date: February 15, 2022

# Agenda Item Sheet

## City of Lowell City Council

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Type of item:

Appointments

Item title/recommended action:

Review Budget Committee application from Lisa Bee-Wilson – Discussion/ Possible action

Justification or background:

The Budget Committee has 3 openings. Staff solicited for applications to the committee in "The Bridge" newsletter. In response, Lisa Bee-Wilson submitted an application to service on the committee, which is presented here for City Council review. At this meeting, you may vote to appoint Lisa Bee-Wilson to the Budget Committee.

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

Volunteer Application

Meeting date:

03/01/2022



## VOLUNTEER APPLICATION

### BOARDS, COMMISSIONS, AND COMMITTEES

Contact Information	
Name:	LISA BEE-WILSON
Street Address:	[REDACTED]
Mailing Address:	[REDACTED]
City/State/Zip Code:	[REDACTED]
Home Phone:	[REDACTED]
Work Phone:	[REDACTED]
E-Mail Address:	[REDACTED]

Background	
Years of Residence in Lowell:	18 yrs
Place of Employment:	Lane County
Occupation:	Supervisor
Educational Background:	BA UC Berkeley Political Economy of Industrial Societies
Prior Civic Activities:	18 yrs BB Jam Quilt Show Director 2 yrs Covered Bridge Regatta Director 5 yrs Fire Dept Budget Committee member

### Boards, Commissions, or Committees of Interest

Please check all of the following Boards, Commissions, or Committees that interest you:

- City Council
- Budget Committee
- Planning Commission
- Parks and Recreation Committee
- Economic Development Committee
- Library Committee
- Blackberry Jam Festival Committee
- Other short-term task groups

### Special Skills or Qualifications

Summarize any special training, skills or experience you may have pertinent to the Board, Commission, or Committee to which you are applying.

20 yrs P&L's private business

### Motivation

Discuss your motivation for serving on this Board, Commission, or Committee.


Assist Lowell w/ budget related issues  
Learn more about City budget process

### Special Notice

Please be advised that members of the City Council and Planning Commission are required to file an annual **Statement of Economic Interest** with the State of Oregon.

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	LISA BEE-WILSON
Signature	
Date	2-10-22

### Our Policy

It is the policy of the City of Lowell to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability. The City of Lowell accepts applications from potential volunteers throughout the year and will hold applications until vacancies exist on specific boards, commissions, or committees. Thank you for completing this application form and for your interest in volunteering with us.

#### Applications may be submitted by mail, in person, or email to:

City of Lowell  
P.O. Box 490  
107 East Third Street  
Lowell, OR 97452  
[volunteer@ci.lowell.or.us](mailto:volunteer@ci.lowell.or.us)



# Agenda Item Sheet

## City of Lowell City Council

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Type of item:

Land Use Application

Item title/recommended action:

Motion to approve a "Long-Term Residential Right-of-Way Use Agreement" with Low-ell Investment Properties, LLC. and to authorize the City Administrator to sign. – Dis-cussion/  
Possible action

Justification or background:

Staff are recommending that City Council approve a "long-term residential right-of-way agreement" with Lowell Investment Properties, LLC. Please see the included memo for more detail.

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

Staff memo; application and materials submitted by the applicant; agreement.

Meeting date:

03/01/2022



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

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**To:** Mayor Bennett and City Council  
**From:** Jeremy Caudle, City Administrator  
**Date:** Friday, February 25, 2022  
**Re:** Long-term residential right-of-way application

# MEMO

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**Summary.** Section 2.413 of the Lowell Revised Code (LRC) authorizes the City Council to grant long-term right-of-way permits. Applicant Jimmy Martini, of Lowell Investment Properties, LLC, is requesting a long-term residential right-of-way agreement from the city. The agreement would allow the property at 103 N. Shore Dr. to access W. 2<sup>nd</sup> St. via a city-owned alleyway.

The applicant owns 103 N. Shore Dr. and intends to build a single-family residence on the property. The applicant is requesting access to the city-owned alleyway due to the permitting difficulties of obtaining driveway access off North Shore Drive, which is county-owned. The existing driveway leading from 103 N. Shore Dr. to North Shore Drive has not been properly permitted through the county. Staff recommended that the applicant obtain a residential right-of-way permit through the alleyway to secure legal and long-term access for the property.

The application is complete. In the opinion of staff, the application meets the requirements and restrictions of Section 2.413 of the LRC as specified below. Staff recommend that City Council approve the right-of-way agreement.

**Findings and staff recommendations from Section 2.413 of the LRC (section from the LRC are in bold):**

**Application for a long term residential right-of-way use permit shall be made in writing and contain the following information:**

- (1) Name, address and phone number of the applicant.**
- (2) A specific description of the proposed use, including all drawings necessary to identify the exact location of the use within the right-of-way.**
- (3) The reason for the proposed use, including an explanation of why use of the right-of-way is necessary.**
- (4) The duration of the proposed use.**

Staff finding: The applicant has met the application requirements. The application includes a written narrative, site plan of the property, description and illustration of the right-of-way access requested, and building plan of the proposed single-family home to be constructed at 103 N. Shore Dr. The application is include in this packet.

**(b)The following restrictions apply to issuance of a long-term right-of-way permit:**

**(1)The use must be limited to normal residential type uses. Long term uses related to home occupations and other approved use of residential properties for business related purposes require a right-of-way use license in accordance with sections [2.408](#) through [2.412](#).**

Staff finding: The use is limited to a single-family dwelling. Therefore, the right-of-way license procedures related to home-based businesses or other businesses do not apply.

**(2) No permit will be considered for a right-of-way use specifically prohibited elsewhere in the Lowell Revised Code.**

Staff finding: Use of the alleyway for access is not prohibited elsewhere in the LRC.

**(3) The City Council must find that a grant of a long term right-of-way permit would not be detrimental to the public health, welfare, motorist or pedestrian safety or to neighboring residents of the applicant.**

Staff finding: The alleyway will function as driveway access to a single-family residence. The risk of this access causing detrimental public health, welfare, motorist, or pedestrian safety issues is low. The access passes by a single-family residence at 68 W 2<sup>nd</sup> St. In staff's professional opinion, the risk of this access causing detrimental effects to the residence at 68 W 2<sup>nd</sup> St. is low.

**(4) The City Council may require whatever conditions it feels necessary insure public safety and mitigate impacts of the proposed use.**

Staff finding: Staff have requested that the applicant record an access easement across the northern portion of neighboring tax lot 7400 to ensure that 103 N. Shore Dr. has legal access to the alleyway. The applicant has recorded that easement, which is included in the application materials for reference. Staff have also requested that the applicant maintain the landscaping of the alleyway, including putting and maintaining gravel in the alleyway. That requirement is included in the agreement. Finally, staff have requested comment from the fire department on if emergency services would be able to access the residence at 103 N. Shore Dr. via the alleyway. The fire department has stated that it would be able to access the residence with no further improvements being necessary.

**(c) The decision to grant a long-term right-of-way permit, or deny an application for a long-term right-of-way permit, shall be a decision solely within the discretion of the Lowell City Council, who may consult with any person deemed appropriate in the course of making a decision on such application.**

Staff finding: In reviewing the application and preparing the right-of-way agreement, staff have consulted with the Public Works Department, LCOG planning consultants, fire department, and city legal counsel. Based on this advice, staff recommend approval of the long-term right-of-way permit and agreement.

**(d) An application fee, established by resolution, is required to be submitted with an application for a long-term right-of-way use permit.**

Staff finding: The applicant has paid the application fee of \$165.00.

## Jeremy Caudle

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**From:** Jeremy Caudle  
**Sent:** Thursday, January 27, 2022 9:02 AM  
**To:** 'Lon Dragt'  
**Subject:** RE: Long-term residential right-of-way permit application

Thank you.

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**From:** Lon Dragt <dragt2300@gmail.com>  
**Sent:** Thursday, January 27, 2022 7:47 AM  
**To:** Jeremy Caudle <JCaudle@ci.lowell.or.us>  
**Subject:** Re: Long-term residential right-of-way permit application

Yes we would be able to access this along the alley.

Sent from my iPad

On Jan 26, 2022, at 14:24, Jeremy Caudle <[JCaudle@ci.lowell.or.us](mailto:JCaudle@ci.lowell.or.us)> wrote:

Hi Lon:

I am asking for your review of a right-of-way permit application that we have received.

The application materials are attached. The applicant is requesting access to the city alleyway indicated on the picture below for access off of 103 N Shore Dr. They have an access easement across 101 N Shore Dr. to get to 103 N Shore Dr.

They are requesting access through the alleyway because of difficulty obtaining an access permit from Lane County for N Shore Dr.

I would like your opinion on the ability of the fire department to respond to this address. Would you be able to access them through the alleyway? Off of N. Shore Dr.?

Feel free to call me if we need to discuss over the phone. We are hoping to complete the final documents within the next one to two weeks.

--Jeremy



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**From:** Jeremy Caudle

**Sent:** Wednesday, January 12, 2022 1:45 PM

**To:** HEARLEY Henry O <[HHEARLEY@Lcog.org](mailto:HHEARLEY@Lcog.org)>; 'Gary Darnielle ([GDARNIELLE@lcog.org](mailto:GDARNIELLE@lcog.org))' <[GDARNIELLE@lcog.org](mailto:GDARNIELLE@lcog.org)>

**Cc:** Max Baker <[mbaker@ci.lowell.or.us](mailto:mbaker@ci.lowell.or.us)>; Matt Wadlington <[Mwadlington@civilwest.net](mailto:Mwadlington@civilwest.net)>

**Subject:** Long-term residential right-of-way permit application

Good afternoon:

I have attached a long-term residential right-of-way permit application from Jimmy Martini.

The last we talked about this—May/June 2021 (see attached email)—we asked Martini to record a permanent access easement across 101 N Shore Dr.

He has recorded the easement (copy included in the application). He is ready to obtain building permits for a new home on 103 N Shore Dr., and he is ready to move forward with the right-of-way permit so the new home will have access to W 2<sup>nd</sup> St.

I would like LCOG's help in reviewing the application and drafting the permit for City Council action. It seems to me that we should have in place a right-of-way agreement to be filed with the county deeds and records department.

The next regular city council meeting will be February 15. Provided the application is complete, do you think we could have something ready by then?

Thank you and feel free to call/email me if you need additional info from me.

Jeremy

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**Jeremy B. Caudle**  
City Administrator  
City of Lowell, OR  
(541) 937-2157  
[www.ci.lowell.or.us](http://www.ci.lowell.or.us)

**LONG-TERM RESIDENTIAL RIGHT-OF-WAY USE PERMIT AND AGREEMENT**

This Agreement is between Lowell Investment Properties, LLC, hereinafter referred to as “Applicant,” and Lowell, Oregon, an Oregon municipality, hereinafter referred to as “City.”

**WHEREAS**, the Applicant wishes to utilize an existing public accessway, located off of W. 2<sup>nd</sup> St, between 68 W. 2<sup>nd</sup> Street and 135 N. Moss Street, to access Tax Lot 9809, Assessor’s Map 19-01-14-23, which has a mailing address of 103 North Shore Drive. This accessway is unimproved and is approximately 150 feet in length; and

**WHEREAS**, the accessway does not abut Tax Lot 9809. In order to access 103 North Shore Drive, an easement will have to be granted across the northern portion of Tax Lot 7400, Assessor’s Map 19-01-14-22, which has a mailing address of 133 North Moss Street; and

**WHEREAS**, the Applicant has proposed to improve the existing public accessway with a gravel base and maintain this base until the dwelling at 103 North Shore Drive no longer utilizes this accessway.

**NOW THEREFORE**, the parties agree to the following:

1. The City shall grant the applicant right-of-way access across the public accessway described above for access to Tax Lot 9809 for the duration of the time that access is utilized by that property.
2. In consideration for the City’s grant of access, the Applicant shall landscape the accessway as needed and add additional rock when necessary to keep the accessway in good repair and in a condition that will support fire and emergency service vehicles.
3. This Agreement shall take effect upon the date last signed by the parties.

**CITY**

**APPLICANT**

\_\_\_\_\_  
Jeremy Caudle, City Administrator

\_\_\_\_\_  
James Martini, for Lowell Investment Properties, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Land Use Permit Application

Site Plan Review     Lot Line Adjustment     Partition     Subdivision  
 Conditional Use     Variance     Map Amendment     Text Amendment  
 Annexation     Vacation     Other, specify Sec 2.413 Long term residential right-of-way

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. If you have any questions about filling out this application, please contact staff at Lowell City Hall, phone (541) 937-2157, 107 East Third, Lowell.

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

Map# \_\_\_\_\_ Lot # \_\_\_\_\_  
 Map# \_\_\_\_\_ Lot # \_\_\_\_\_  
 Map# \_\_\_\_\_ Lot # \_\_\_\_\_

**Street Address** (if applicable): Public alleyway off of W 2nd St, between 68 W 2nd St and 135 N Moss St

**Area of Request** (square feet/acres): Estimated 2,700 sq. ft.

**Existing Zoning:** R1

**Existing Use of the Property:** Public alleyway

**Proposed Use of the Property** Private access to 103 N Shore Dr

**Pre-application Conference Held:** No  Yes \_\_\_\_\_ If so, Date \_\_\_\_\_

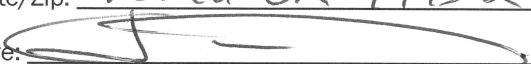
**Submittal Requirements:**

- \_\_\_\_\_ 1. Copy of deed showing ownership or purchase contract with property legal description.
- \_\_\_\_\_ 2. Site Plan/Tentative Plan with, as a minimum, all required information. Submit one copy of all plans 11X17 or smaller; 12 copies of all plans larger than 11x17. (See attached checklist for required information)
- \_\_\_\_\_ 3. Applicant's Statement: Explain the request in as much detail as possible. Provide all information that will help the decision makers evaluate the application, including addressing each of the decision criteria for the requested land use action.
4. Other submittals required by the City or provided by the applicant. Please List.
 

a. <u>Name, address, phone of applicant</u>	b. <u>Access easement filing</u>
c. <u>Description of proposed use</u>	d. <u>Preliminary building plans</u>
e. <u>Site plan and map</u>	f. _____
5. Filing Fee: Amount Due: \$165.00.

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): James Martini Phone: \_\_\_\_\_  
Address: 149 W. Main  
City/State/Zip: Lowell OR 97452  
Signature: 

**APPLICANT, if Different**

Name (print): \_\_\_\_\_ Phone: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Signature: \_\_\_\_\_  
E-mail (if applicable): \_\_\_\_\_

**APPLICANTS REPRESENTATIVE, if applicable**

Name (print): \_\_\_\_\_ Phone: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
E-mail (if applicable): \_\_\_\_\_

For City Use. Application Number \_\_\_\_\_  
Date Submitted: 1/12/22 Received by: J Caudle Fee Receipt # \_\_\_\_\_  
Date Application Complete: \_\_\_\_\_ Reviewed by: \_\_\_\_\_  
Date of Hearing: \_\_\_\_\_ Date of Decision \_\_\_\_\_ Date of Notice of Decision \_\_\_\_\_

# Lowell Investment Properties, LLC

105 N Moss Street/PO Box 447

Lowell, OR 97452

541 251-1670

---

January 12, 2022

City of Lowell  
107 E Third St  
Lowell, OR 97452

RE: Permanent Right-of-Way Access 103 N Shore Dr

To Whom it May Concern,

Lowell Investment Properties, LLC is seeking permanent right-of-way access to the alley located behind the post office South of W 2<sup>nd</sup> St (see attached maps). This right-of-way will be used to access the residential property being built at 103 N Shore Dr (drawings with the City).

The current ingress/egress off N Shore Dr provides service to 133 N Moss St not 103 N Shore Dr. This requested right-of-way will create proper access for the residential property being constructed at 103 N Shore Dr via W 2<sup>nd</sup> St. It will also allow for additional privacy for the new residence by allowing a fence to be built between 103 N Shore Dr and 133 N Moss St along the SE border of the property.

This right-of-way will simply allow 103 N Shore Dr access to its residence via W 2<sup>nd</sup> St. It will not in any way impede access to the alley, its use or maintenance by the City nor will it restrict any adjacent properties from accessing their lots. Also, it will not interfere or be detrimental to public health or welfare of any Lowell resident or property.

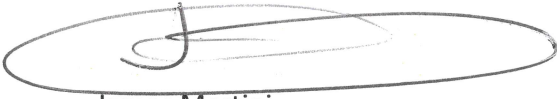
Should the City of Lowell ever need to get ahold of anyone regarding this request/property my information is:

Jimmy Martini  
PO Box 447, Lowell, OR 97452  
541 251-1670 cell

During the use of this permanent right-of-way Lowell Investment Properties, LLC offers to landscape the alley as needed and add additional rock as needed to keep the alley in good repair as far as the surface of the alley is concerned.

Let me know if you have any questions or need anything else.

Sincerely,

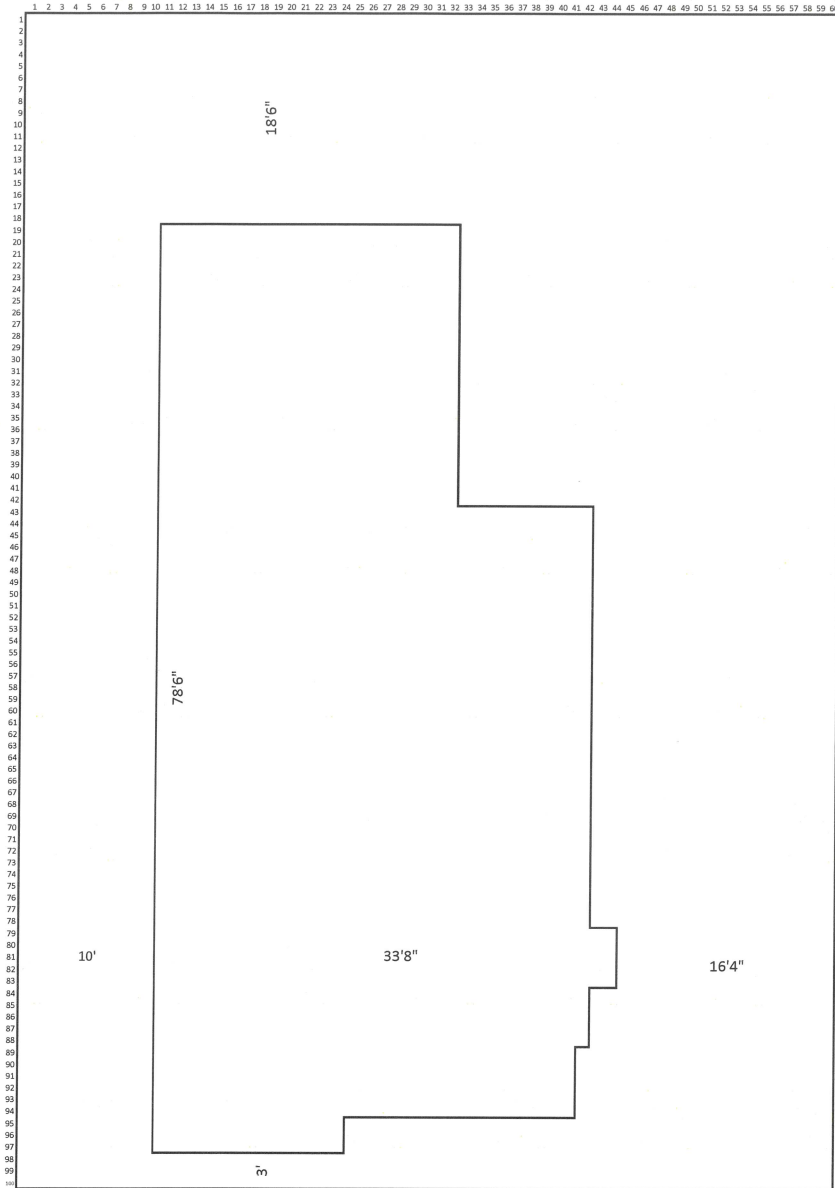
A handwritten signature in black ink, appearing to be 'J Martini', enclosed within a large, hand-drawn oval.

James Martini

Managing Member

Lowell Investment Properties, LLC

Site Plan  
103 North Shore

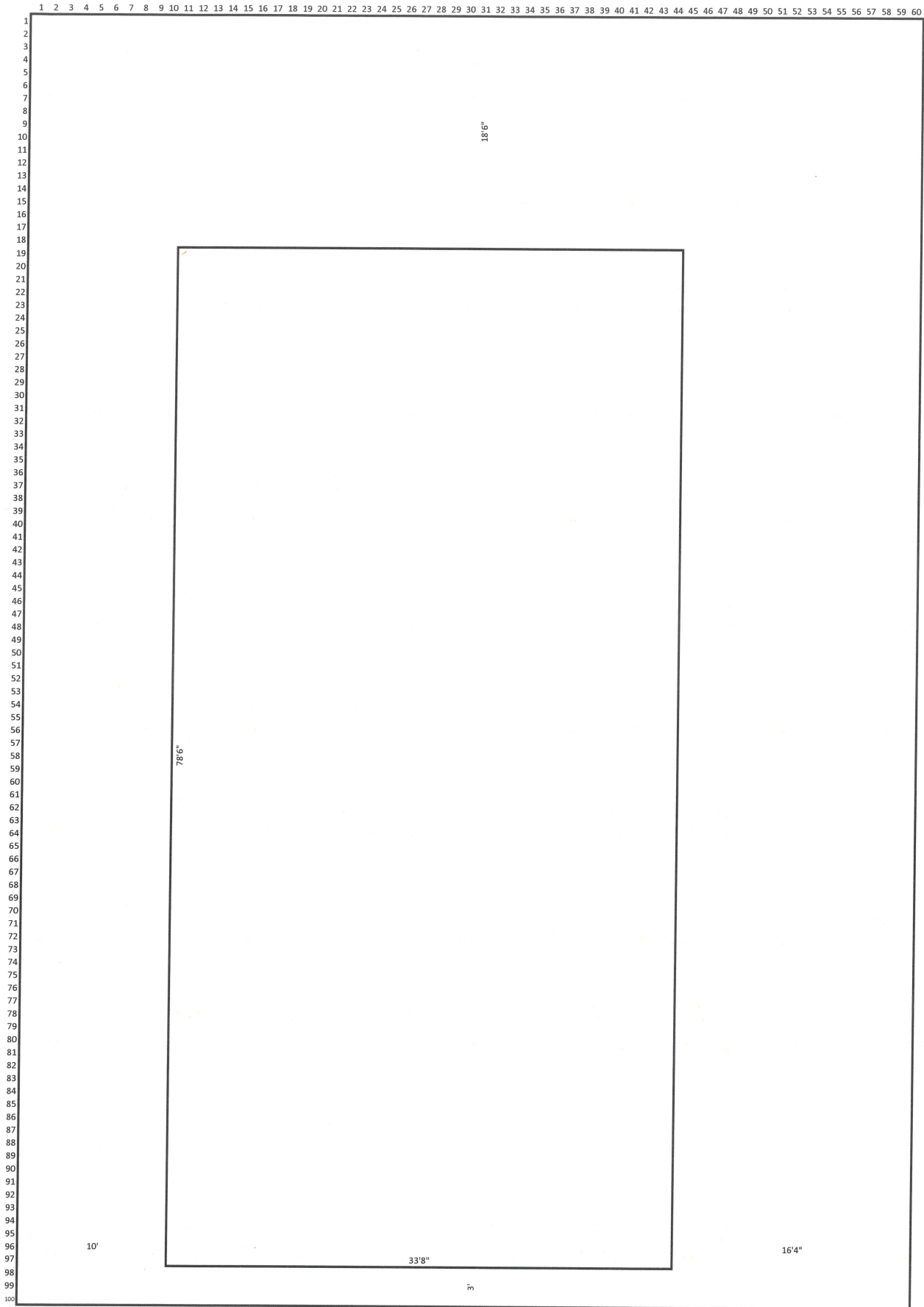


Approximately 57' - County ROW

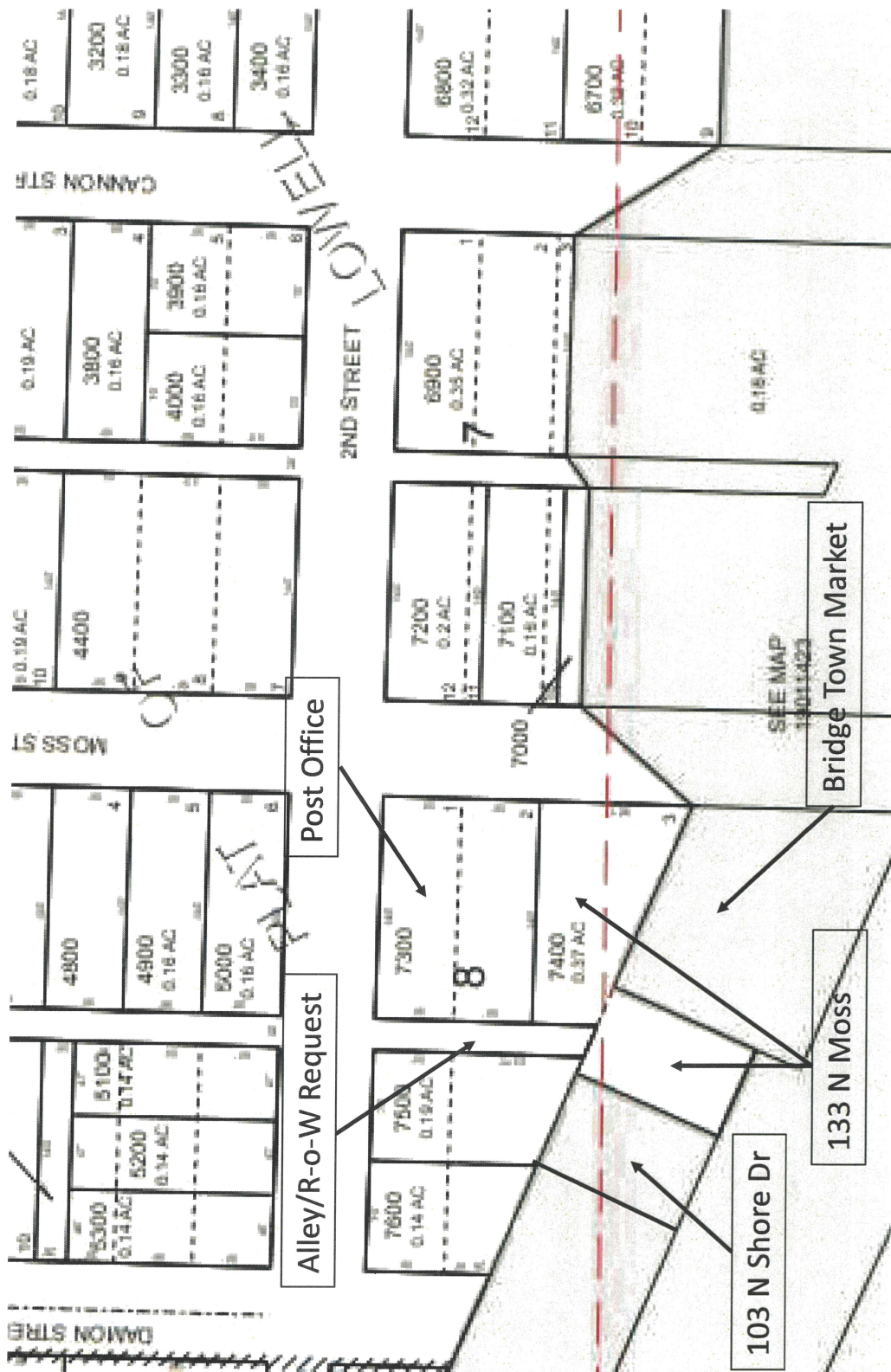
North Shore Drive

Site Plan

103 North Shore



North Shore Drive



DAMON STREET

MOSS

CANNON ST

2ND STREET

Alley/R-o-W Request

Post Office

103 N Shore Dr

133 N Moss

Bridge Town Market

SEE MAP  
14011423

TOWNELEMENT

0.18 AC  
3200  
0.18 AC  
3300  
0.18 AC  
3400  
0.18 AC

0.19 AC  
3800  
0.18 AC  
4000  
0.18 AC  
3900  
0.18 AC

0.19 AC  
4400

4800  
4900  
0.18 AC  
5000  
0.18 AC

5300  
0.18 AC  
5100  
0.17 AC  
5200  
0.14 AC

6800  
12,032 AC  
6700  
0.38 AC

6900  
0.35 AC

7200  
0.2 AC  
7100  
0.18 AC

7300  
7400  
0.37 AC

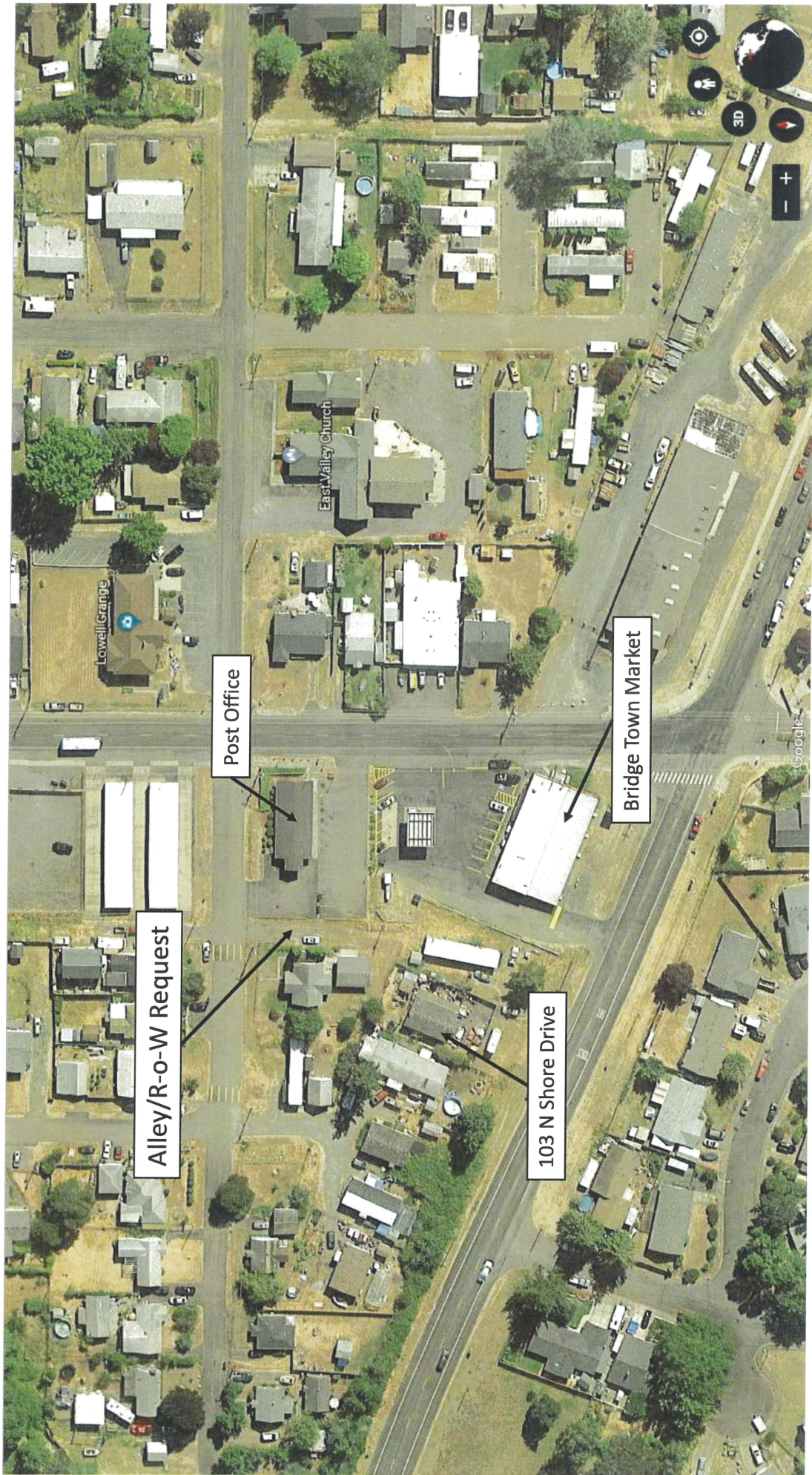
7600  
0.14 AC  
7500  
0.19 AC

7000

8

7

0.18 AC



Alley/R-o-W Request

Post Office

103 N Shore Drive

Bridge Town Market

Lowell Grange

East Valley Church

Google



AFTER RECORDING RETURN TO:  
CASCADE TITLE COMPANY  
811 WILLAMETTE ST., EUGENE, OR 97401

158158 JJ

Lane County Clerk  
Lane County Deeds & Records

2022-001685

01/11/2022 02:31:48 PM

RPR-ESMT Cnt=1 Stn=8 CASHIER 12 4pages  
\$20.00 \$11.00 \$10.00 \$20.00 \$61.00

\$122.00

**After recording return to:**  
Lowell Investments Properties, LLC  
105 N. Moss St. #447  
Lowell, OR 97452

**DECLARATION OF 20' PRIVATE JOINT ACCESS,  
MAINTENANCE, AND UTILITY EASEMENT**

This Declaration of 20' Private Joint Access, Maintenance, and Utility Easement (Declaration) is made this 21 day of Dec, 2021

**RECITALS:**

A. Declarant: Lowell Investments Properties, LLC, is the owner of certain real property more particularly described as follows:

Parcels 1 and 2, Land Partition Plat No. 92-P0262, as platted and filed on October 7, 1992, Lane County Oregon Plat Records.

B. Purpose: This Declaration of Joint Access, Maintenance and Utility Easement is made to specifically provide for:

- (1) Access and Utilities to the Parcels described above, and any future division of these Parcels.
- (2) Maintenance requirements of the Easement, and
- (3) Responsibilities for all persons who are or who may become parties using said Easement.

**WITNESSETH:**

Now therefore in consideration of the foregoing recitals, which are expressly made a part of this Declaration of Joint Access, Maintenance and Utility Easement, the undersigned hereby declares as follows:

(1) Declaration of Access and Utility Easement: There is hereby declared, granted, conveyed and created a perpetual and non-exclusive Easement 20.00 feet in width, as a means of ingress and egress to and from said Parcels. It is further declared and provided that said Easement may be utilized for the installation and maintenance of such utilities as may be needed to serve said Parcels. It is expressly understood that no rights outside the Easement are provided. The Easement is more particularly described as follows:

A strip of land 20.00 feet in width, the North line of which is described as follows: Beginning at the Northwest corner of Parcel 1, Land Partition Plat No. 92-P0262, as platted and filed on October 7, 1992, Lane County Oregon Plat Records, thence Southeasterly along the North line of said Parcel 1 a distance of 37.91 feet to the Southeast corner of the 20.00 foot wide alley of Block 8, Plat of Lowell, as platted and filed on April 4, 1910, in Book 4, Page 37, Lane County Oregon Plat Records.

A drawing of the easement is attached as Exhibit A.

(2) Extent: The Easement created by this declaration is not personal or in gross but is appurtenant to each said Parcel.

(3) Duration of Covenants Binding or Successors and Assigns: The Easement created by this declaration shall be permanent and perpetual and shall constitute a covenant running with the land and shall be binding on and inure to the benefit of all heirs, successors and assigns of said Parcels.

(4) Exclusive: The Easement provided herein shall be exclusive to the owners, heirs, successors and assigns (and their guests) of said Parcels, or any portion thereof and each shall be entitled to use the Easement for the vehicular and pedestrian access for which it is provided. The Easement shall not be impeded by any party.

(5) Maintenance: Any party may cause the Easement right-of-way or any portion thereof to be maintained or repaired. The party causing said maintenance or repair to the roadway shall pay for such work. Other persons using the roadway shall be liable for contribution based on that party's relative use proportional to the total roadway use. This payment shall be made in a timely manner, not to exceed 30 days, from the date of receipt of proof of expense.

(6) Taxes: Real property taxes shall be paid by the owners of the property upon which the Easement is located.

(7) Indemnification: Each party shall indemnify and save any other of the parties harmless from any liability, loss or expenses resulting from that parties agents and employees, any independent contractor hired by that party, and that parties permittees, invitees, licensees and guests unless that injury is caused in part by any of the other parties' failure to contribute to the expenses of maintenance of the Easement.

(8) Further Documents: In the event that the any of the Parcels require any further grants or easements to document and effectuate the Easement created herein, Grantors each represent that each will execute said grants of easements.

(9) Not a Public Dedication: Nothing contained in this Declaration shall, or shall be deemed to constitute a gift or dedication of any portion of the Parcels to the general public or for the benefit of the general public or for any public purpose whatsoever, it bien the intention of the parties that this Declaration will be strictly limited to and for the purposes expressed herein.

(10) No Merger: It is the Declarant's intention that this easement shall not merge with the title of the dominant and servient estates and thereby eliminate it, as the Declarant intends that no such merger take place and that the restrictions on the use of the real estate, as embodied in this Easement shall become and remain permanent and perpetual as provided for in this Easement, and that merger, which would eliminate such restrictions, shall not take place.

Granted and declared this 21 day of Dec., 2021.



James D. Martini, Member  
Lowell Investments Properties, LLC

State of Oregon )ss  
County of Lane )

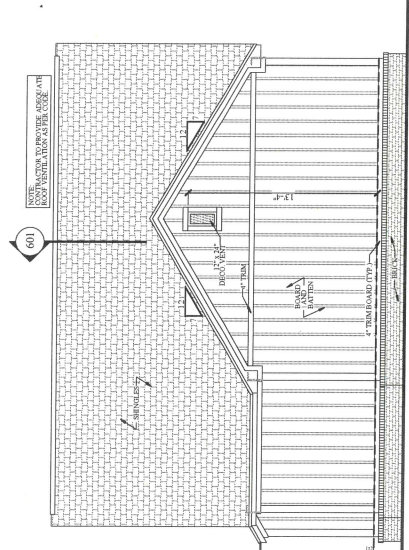
Personally appeared the above named James D. Martini, Member of Lowell Investments Properties, LLC, who being known to me to be the identical individual who executed the foregoing instrument, and does acknowledge said instrument to be his voluntary act and deed. Acknowledged before me this 21 day of Dec, 2021.

  
NOTARY PUBLIC FOR OREGON

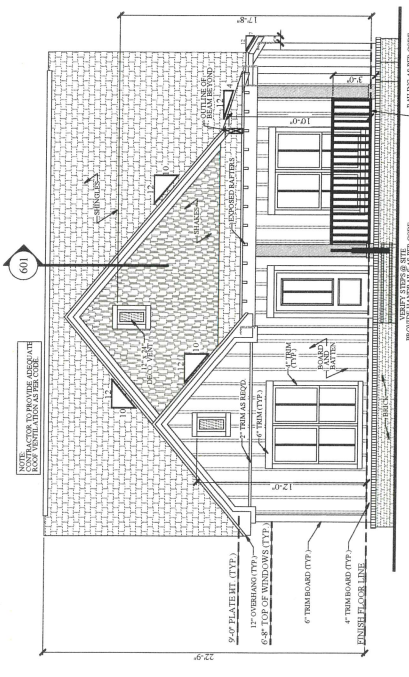




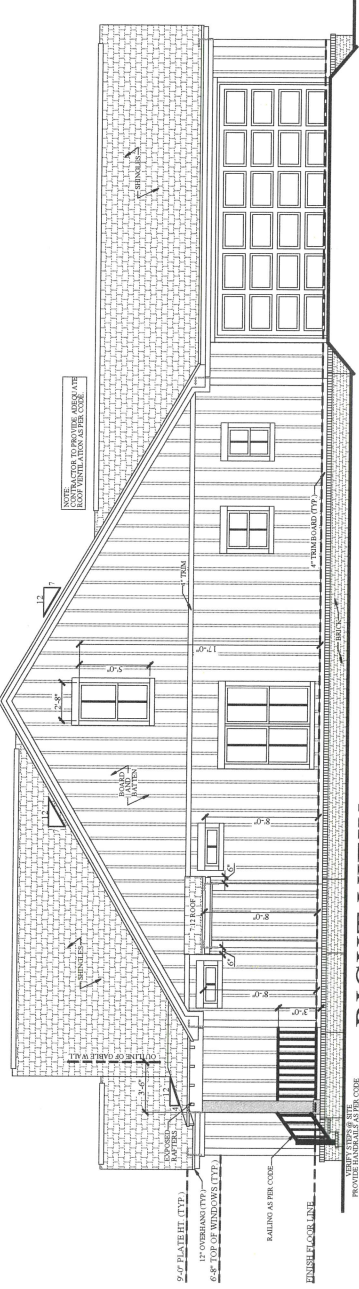




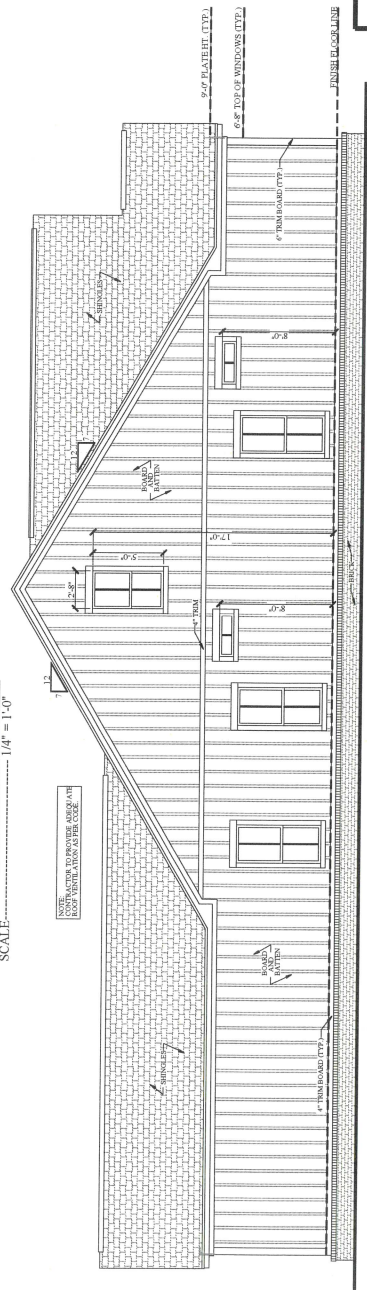
**FRONT VIEW**  
SCALE: 1/4" = 1'-0"



**REAR VIEW**  
SCALE: 1/4" = 1'-0"



**RIGHT VIEW**  
SCALE: 1/4" = 1'-0"



**LEFT VIEW**  
SCALE: 1/4" = 1'-0"

\*\*\*NOT FOR CONSTRUCTION\*\*\*

Notes: These plans are for preliminary purposes only and not for construction. Any attempt to build from these plans is unlawful and unsafe. The design of this plan is protected under copyright and shall not be reproduced or distributed without prior written consent from House Plan Zone, LLC.



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

XBP Confirmation Number: 113139911

▶ Transaction detail for payment to City of Lowell.		Date: 01/12/2022 - 2:30:13 PM MT	
Transaction Number: 164306101PT MastercardXXXX-XXXX-XXXX-9701 Status: Successful			
Account #	Item	Quantity	Item Amount
	Land Use Permit	1	\$165.00

**TOTAL: \$165.00**

**Billing Information**  
James Martini  
, 97452

**Transaction taken by:** Admin sdragt

# Agenda Item Sheet

## City of Lowell City Council

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Type of item:	Other
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**Item title/recommended action:**

Motion to authorize the City Administrator to sign a "Donation Agreement" and "Temporary Construction Easement" with Lane County for the Safe Routes to School side-walk construction project. – Discussion/ Possible action

**Justification or background:**

Staff are requesting City Council approval of documents related to Lane County's "Safe Routes to School" sidewalk construction project. The purpose behind the "Donation Agreement" is to allow the County to access City property for the duration of the project without them having to compensate us.

**Budget impact:**

N/A

**Department or Council sponsor:**

Administration

**Attachments:**

Construction easement paperwork from Lane County.

Meeting date:	03/01/2022
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# Lane County Public Works Department

Engineering & Construction Services Division

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2/15/2022

City of Lowell  
107 E 3<sup>rd</sup> Street  
Lowell, OR 97452

Re: Lowell/ Lundy School Sidewalk Project

Dear Jeremy Caudle, City Administrator

Thank you for agreeing to donate the temporary construction easement as part of the relinquishment process. Once the relinquishment of the land is completed and recorded, please sign and return the enclosed documents (donation agreement and temporary construction easement) so that the county can access the property to construct the sidewalk and work on the drainage ditch that fronts the property.

Although the County will acquire needed right of way from your property, current plans indicate that you are not required to move from the property, but it may be necessary to move personal property from the area needed for the project.

**THIS IS ONLY FOR INFORMATIONAL NOTICE:**

It is important for you to understand that you are not entitled to any relocation benefits unless you received a written notice of eligibility at the time Lane County initiated negotiations for the property.

Enclosed is a map of the property to be acquired and the pamphlet called “Right of Way Acquisition and your Property” that explains the acquisition process. This information explained the acquisition process and any relocation benefits to which you may have been entitled to.

Please feel free to contact me if you need additional information, and I will be available to answer your questions.

Sincerely,

Jeremy A. Sherer, Sr. Right of Way Engineer  
Lane County Public Works,  
Engineering & Construction Services  
541-682-3989

## Property Acquisition Described

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### PAYMENT

When you sign the purchase agreement and deed the transfer of title and payment process will begin. As in a private sale, you are responsible for clearing encumbrances to the title, such as unpaid taxes, assessments, mortgages, outstanding leases, and other liens against your property. The Real Property Officer will assist you in clearing title. No payment will be made until a warranty deed conveying clear title to the County has been recorded in the appropriate County records.

At the time the deed is available for recording, the County will initiate the payment process to compensate you for your property. Normally when there are no liens or encumbrances against the property, you will receive payment within approximately four weeks.

If condemnation action has been filed, the amount established by the County as Just Compensation will be deposited with the court for distribution in accordance with the order of the court.

### POSSESSION

You are entitled to be reimbursed for fair and reasonable costs you incur for expenses incidental to conveying your property to the County. Such expenses could be, but are not necessarily limited to, penalty costs for prepayment of any pre-existing recorded mortgage encumbering your property, mortgage release fees, and the County's portion of prepaid real property taxes.

You are not required to surrender possession of your property until you have been paid the agreed purchase price, or an amount equal to the County's estimate of Just Compensation has been deposited with the court.

When negotiations begin, you, as well as any tenants occupying your property, will be notified in writing that it is the County's intent to acquire the portion of the property necessary for the improvement project. If you are required to move, it will not be necessary to vacate your property earlier than 90 days following that notice or less than 30 days after the payment, whichever is later. However, if the purchase does not require you to move, the agreement to purchase your property may require you to surrender possession of your property upon payment.

The County is aware of the need for a reasonable relocation time. If your property is not needed for several months, your continued occupancy may be permitted on a short-term

basis. The amount of rent the County may charge you, or another tenant, may not exceed the fair rental value of the property to a short-term occupant.

### RELOCATION BENEFITS

You may also be eligible for benefits under the Relocation Assistance Program if you are required to move as a result of the acquiring your real property for a public improvement project. Generally, the available benefits include moving allowance, supplemental payment for replacement housing, and rent supplement, if you are eligible. These benefits are fully explained in a separate brochure which is available.

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*"You are not required to surrender possession of your property until you have been paid the agreed purchase price, or an amount equal to the County's estimate of Just Compensation has been deposited with the court located in the acquisition area."*

---

Project: \_\_\_\_\_

Persons I have talked to representing the County:

Name	Position
_____	_____
_____	_____
_____	_____

Notes

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Lane County Department of Public Works



### Right of Way Acquisition and Your Property

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*... a description of the acquisition program  
for public improvement projects.*

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### Right of Way and Construction Services

3040 North Delta Highway  
Eugene, OR 97408-1696

Phone: (541) 682-6995

# Property Acquisition Described

## COUNTY RESPONSIBILITIES AND OBLIGATIONS

The Lane County Department of Public Works has the task of acquiring real property for public improvement projects. It is the aim and desire of the County to obtain any necessary real property with fairness and equity.

The County is authorized to acquire private property for public use. Coupled with this duty goes the obligation to protect the rights of individual property owners. The County thus has a dual responsibility and obligation:

- 1) Protection of individual's rights that are affected by acquisition of land, and
- 2) Provision of competent and efficient service to the general public.

## JUST COMPENSATION

Owners will be offered Just Compensation for the portion of their property needed for a roadway project. Just Compensation includes the estimated value of the land and all improvements within the needed area. If only a part of a property is to be acquired, Just Compensation will also include any additional loss in value to the remaining property.

County procedures, guided by state and federal regulations, have been established to protect both property owners of needed roadway rights-of-way, as well as other taxpayers. The valuation process will be conducted either by an experienced and qualified employee of the County or by an independent fee appraiser.

Considerations in estimating Just Compensation will include comparison of similar properties that have recently sold, analysis of construction costs and depreciation for any improvements to be acquired, and analysis of the property's income potential, if applicable. Improvements will be valued on the basis of what they contribute to the property. Any information which the property owner can supply to the appraiser will be beneficial and appreciated.

One of the first steps in preparing a value estimate is an on-site inspection of the property to be acquired. Property owners will be given the opportunity to accompany the appraiser during this inspection. At this time the property owner should point out any special physical attributes of the property that the owner feels may have a bearing on its value.

In preparing the value estimate, the appraiser cannot consider an increase or decrease in the value of your property which results from the proposal of the roadway improvement project or the likelihood that your property will be acquired for the project.

The final value estimate is reviewed for completeness and accuracy, and Just Compensation is established by the County. In addition to the estimate of Just Compensation for the land being acquired, the County will make an offer to purchase any remaining property determined to have no remaining economic value to the owner.

*"Just Compensation includes the estimated value of the land and all improvements within the needed area... [and] any additional loss in value to the remaining property."*

## ACQUISITION PROCEDURE

The Real Property Officer who calls on you has studied the County's valuation of the needed property and can illustrate with maps and other data how the acquisition will affect your property. The County's offer will be made in writing and will include a copy of the Valuation Report which provides the basis for that amount. The Real Property Officer is unable, under County procedures governing acquisitions, to engage in "horse trading"; rather the Real Property Officer is confined to those monetary values indicated by the valuation process. However, the County is ready and willing to reconsider its position in light of any new evidence of value presented by you including a documented professional appraisal report.

You need not accept the County's offer nor enter into an agreement felt to be unfair. A refusal is simply a case of disagreement between the two parties as to the value of the property.

In the event the parties are unable to agree as to the compensation to be paid, or if you cannot clear the title, a condemnation action will be filed with the Circuit Court of Lane County. Discussions can, of course, continue even after an action is filed. The filing allows the County to proceed with the construction project.

The county cannot take any action which would coerce you into accepting their offer. Prohibited actions include advancing the item of condemnation, deferring negotiations or condemnation, or postponing the deposit of funds in court for your use.

## IMPROVEMENTS

When the County acquires all or a portion of your real property, it also acquires any and all improvements. If buildings are required to be removed, the County may allow the owner to retain the improvements. If you are interested, this can be discussed with the Real Property Officer

### SOME IMPORTANT TERMS ...

**Acquisition** The process of acquiring real property (real estate) or some interest therein.

**Appraisal.** A written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information

**Appraiser** A person who, by education, experience and ability is capable of preparing an appraisal of a particular piece of real estate.

**Condemnation** A legal process in which private property is acquired by a governmental or quasi-governmental agency for public purposes through the exercise of the power of eminent domain, wherein the property owner is paid just compensation for the property.

**Just Compensation** An amount paid to a property owner for property acquired for public purposes which is not less than the market value of the property acquired, including damages or benefits to the remaining property.

**Real Property** The interest, rights, and benefits that go along with the ownership of real estate, which is land and the improvements thereon.

**Uneconomic Remnant** A parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the acquiring agency has determined has little or no value or utility to the owner.

**Uniform Act** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894;42 U.S.C.4601 et Seq., Pub. L 91-646), and amendments thereto...

**DONATION AGREEMENT**

When a public improvement project requires any government agency or its contractor to acquire or enter upon private property, the owners of that property are entitled to compensation based upon a valuation report under federal and state law. Federal law is the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, PL 91-646, and state law is in Oregon Revised Statutes, 35.510, as amended.

The above federal and state laws also allow property owners to donate necessary property rights if they wish. To accomplish a donation, you only need to acknowledge that the agency has informed you of the right to compensation and that you wish to donate. Property owners may also release Lane County from its requirement to provide a valuation report.

If you elect to donate the property rights as described in the attached Exhibit A on the attached deed, subject to the above information, please date and sign this Donation Agreement in the space below.

**I release Lane County from providing a valuation report.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature<sup>1</sup>

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

<sup>1</sup>By my signature here, I covenant that I am the lawful owner or representative of the real property identified herein and I have the right to grant fee or lesser title for right of way and other rights to real property. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of all persons claiming an interest in the property

After Recording Return to, and  
Send Tax Statements to:  
Lane County Public Works  
Right of Way Management Section  
3040 N. Delta Highway  
Eugene, Oregon 97408

RECORDING INFORMATION

DO NOT WRITE IN THIS SPACE

**TEMPORARY CONSTRUCTION EASEMENT**

**City of Lowell**, hereinafter called GRANTOR(s), for the true and actual consideration of **\$0** dollars, grants to LANE COUNTY, a political subdivision of the State of Oregon, hereinafter called GRANTEE, a temporary construction easement for the following described property:

**SEE EXHIBIT "A" and "B"**  
**ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**

This temporary construction easement is for regrading a drainage ditch along the frontage of the owner's property and to match grade in association with the road construction of curb, gutter, pavement and sidewalk facilities, and shall automatically expire 2 years from the signature date, or upon completed construction, whichever comes first.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name:

STATE OF OREGON    )  
                                  )    ss.  
County of Lane     )

On \_\_\_\_\_, 20\_\_\_\_, personally appeared the above-named \_\_\_\_\_

and acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act before me.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

This conveyance is accepted and approved  
for recording on behalf of Lane County  
Public Works pursuant to ORS 93.808.

\_\_\_\_\_

EXHIBIT A  
 LEGAL DESCRIPTION  
 County Surplus Land (North Portion)  
 19-01-14  
 West Boundary Road, Road No. 360

A tract of land lying in the Southeast one-quarter of the Northwest one-quarter (SE ¼ NW ¼ ) of Section 14, Township 19 South, Range 1 West of the Willamette Meridian, Lane County, Oregon, and being a portion of that tract of land conveyed to LANE COUNTY, a political subdivision of the State of Oregon, by that certain deed recorded February 15, 1965, Recorder’s Reception Number 92323, LANE COUNTY OREGON DEED RECORDS, including portions of land bounded by the southerly and northerly extensions of Blocks 10 and 11, respectively, of the Plat of Lowell, as platted and recorded on Book 4, Page 37, in Lane County Plat Records, Lane County Oregon, being the easterly margin of Pioneer Street and the westerly margin of Hyland Street, respectively, and north of a strip of land, variable feet in width lying in County Road Number 360, Blakely Road, also known as West Boundary Road, the centerline and widths in feet being described as follows:

Beginning at Engineer’s Centerline Station L 0+00, said station being 762.06 feet South and 1118.71 feet West of the initial point of Meadows Addition to Lowell as Platted and recorded in Book 4, Page 56, Lane County Oregon Record of Plats; run thence South 68° 39’ East 983.27 feet; thence on a 409.29 feet radius curve right (the long chord of which curve bears South 53° 48’ 45” East 209.61 feet) a distance of 211.96 feet, thence South 38°58’30” East, 30.37; thence on a 572.96 feet radius curve (the long chord of which bears South 47°57’53” East 179.06 feet) a distance of 179.79 feet, then South 56°57’15” East, 229.25 Feet to Engineer’s Centerline Station L16+34.64.

The widths in feet of the strip of land herein described are as follows:

<u>STATION TO STATION</u>		<u>NORTH SIDE OF CENTERLINE</u>	<u>SOUTH SIDE OF CENTERLINE</u>
L 0+00.00	L 10+08.66 POC	30.00 feet	
L 10+08.66	L 10+08.66 POC	30.00 feet tapering on a straight line to 30.85 feet	
L 10+08.66	L 10+30.27 POC	30.85 feet tapering on a straight line to 71.25 feet	
L 10+30.27	L 11+06.51 POC	71.25 feet tapering on a straight line to 40.53 feet	
L 8+31.67	L 8+55.00		70.00 feet tapering to 30.00 feet
L 8+55.00	L 10+50.00 POC		30.00 feet
L 10+50.00	L 10+99.90 POC		30.00 feet tapering to 55.74 feet
L 10+99.90	L 11+62.79 POC		55.74 feet tapering to 30.00 feet

**EXCEPT** all that land conveyed to Stan Mansfield and Aulber Carter by that certain deed recorded June 7, 1989, Recorder’s Reception Number 24411, LANE COUNTY OREGON DEED RECORDS;

The tract of land to which this description applies contains 0.28 ACRES, more or less exclusive of existing right of way.

EXHIBIT B  
GIS MAP  
County Surplus Land (North Tract)  
19-01-14  
West Boundary Road, Road No. 360





LANE COUNTY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
REGGY A. KEPLER, P.E., PLS.  
COUNTY ENGINEER  
PUBLIC WORKS DIRECTOR  
DANIEL M. HURLEY, P.E.

DATE	REVISION	APPROVED

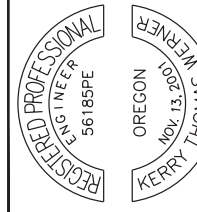
DATE	9/12/21
PROJECT NO.	36087305
ROAD NO.	627000 & 789800
<b>LUNDY ELEMENTARY SCHOOL - SIDEWALKS EROSION CONTROL W BOUNDARY RD - STA 6+00 TO 13+00</b>	

SHEET NO.  
**EC1**

**LEGEND**  
— SF — SF — SEDIMENT FENCE

**CONSTRUCTION NOTES:**

- 1 INST. SEDIMENT FENCE - 766.34' (FOR DETAILS SEE ODOT STD. DRG. NO. RD1040)
- 2 INST. INLET PROTECTION - 5 EA. (FOR DETAILS SEE ODOT STD. DRG. NO. RD1010)



**70%  
PRELIMINARY**

Expiration Date 6/30/22

